

Kern Purchasing Cooperative

Kern County Superintendent of Schools
Greenfield Union School District
Fairfax Elementary School District
Rio Bravo Greeley Union School District
Wasco Union High School District
Wasco Union Elementary School District

March 31, 2021

2021-22 School Year

Nutrition Services Request for Proposal

RFP# KPC2122-001 - Purchase of Commodity Food Products
RFP# KPC2122-002 - Purchase of Commercial Food and Chemical Products
RFP# KPC2122-003 - Purchases of Supplies and Paper Products

The successful RFP will begin July 1, 2021

Publication Dates: March 31 & April 7, 2021

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Read carefully: Vendors are expected to examine the conditions, specifications, and all instructions of the request for proposal, as they are terms for award and binding. Failure to do so will be at the vendor's risk. Each vendor shall furnish the information required by the price request. Statements or communications which serve to qualify or put conditions on any price request, changes or additions to the price quote form, alternative quotes, or any other modification of the price quote form which is not specifically called for may result in the KPC’s rejection of the price request as not being responsive.

RFP, Agreement document and product specification questions contact Rafael Juarez (661) 852-5930

I. INVITATION TO RFP'S

Kern Purchasing Cooperative hereafter referred to as KPC is continually striving to promote healthy food options to its students. All programs seek to increase children's participation in the school meal programs and promote consumption of fruits and vegetables, thereby improving childhood nutrition, reducing hunger, and preventing obesity and obesity related diseases. To help meet these goals, The Cooperative is seeking to enhance the health of school meals by decreasing the distance between farmers and students.

The named districts as part of the KPC are soliciting written proposals from qualified vendors for the purchase and delivery of: Name of products.

Proposers responding to this RFP must meet the criteria set forth in Section VI Vendor Criteria and Service Requirements in Page 5. The successful proposer will provide products throughout the term of the Agreement. All specified items and requirements should be provided to the KPC at the prices and cost structure offered by the vendor in their submitted proposal.

No proposals shall receive consideration by KPC unless made in accordance with the instructions, conditions, requirements detailed herein, and omission or non-conformance of any terms, conditions, or requirements may result in disqualification.

This Request for Proposal (RFP) shall not obligate the named districts as part of the cooperative to purchase or contract for any goods specified herein. Furthermore, KPC reserves the right to accept or reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is determined by KPC to be in the best interest.

II. SUBMISSION INSTRUCTIONS

1. Proposals must be sealed, addressed and received at 1300 17th Street, Bakersfield, CA 93301 by May 5, 2021 at 12:00 PM (Noon).
2. Clearly mark RFP envelope as- RFP- KERN PURCHASING COOPERATIVE, RFP - Nutrition Services.
3. Hardcopies and Electronic Copies
 - a. Hardcopies- Vendors must provide original RFP on or before the due date and time at the location provided above. The original copy should have wet signatures.
 - b. Electronic Copy- Vendors will provide an electronic copy of their proposal on CD-Rom or flash drive format, readable by Microsoft Office Software. The CD-Rom or flash drive shall be included with the hardcopy.
4. Late proposals will be rejected and returned unopened.
5. All RFP's must be typed or written in ink and an electronic copy provided on CD-Rom or flash drive format, readable by Microsoft Office Software. The CD or flash drive shall be included with the hard copy. Corrections may be made but must be initiated in ink by the

person signing the RFP. No oral or faxed modification will be considered. RFPs cannot be changed after they have been received.

6. Cost of preparation and submission of RFP is solely the responsibility of the proposals.

III. TIMELINE OF EVENTS

Event	Deadline
Release of the RFP	March 31, 2021
Question Submission Deadline	April 9, 2021
Answers to Questions Provided	April 16, 2021
Deadline for Submission of Sealed Proposal	May 5, 2021
Anticipated Agreement Award Date	May 26, 2021

KPC will use its best efforts to adhere to the schedule. However, KPC reserves the right to amend the schedule, as it deems necessary, and will post a notice of said amendment.

IV. AWARD CRITERIA

The purpose of this is to award to a vendor for efficiency in ordering and delivery. Award may be made to one or more vendors, whichever is deemed to be in the best interest of KPC. Awards will be based on ability to meet **VENDOR CRITERIA** and the awarded point systems (outlined below). Notwithstanding, the KPC reserves the right to award as deemed necessary and in the best interest of KPC.

Awards will be for blanket open order contracts. Products will be ordered, as needed for delivery to KPC sites, throughout the year. The District Board of Trustees shall approve or deny award of Proposal following Proposal opening. The estimated date of Proposal award is June 07, 2021 Awards will be based upon lowest price, quality, past performance, delivery time, warranties, and vendor cooperation in resolving accounting problems. The District reserves the right to award item by item or lump sum. Award shall be made to the responsive and responsible Proposers who are most economical for the purpose intended according to the specifications and requirements of this RFP, but with the lowest cost/price as the primary factor.

KPC reserves the right to reject any or all RFP's and to waive any informality in RFP's received whenever such rejections or waiver is in the interest of KPC.

V. TERM OF AGREEMENT & TERMINATION FOR CAUSE AND CONVENIENCE

Prices shall be held firm from award of Proposal through June 30, 2022 with option to renew for two (2) additional one-year terms under the same agreement terms and conditions. On each anniversary date of the two (2) additional one-year renewal periods, the Vendor and KPC will negotiate any increase/decrease on certain items. Increase/Decrease requests will be substantiated by letters from the manufacturer. In all cases the KPC may cancel the Agreement if a requested price(s) increase is not acceptable.

If, in the KPC's judgment, the Proposer fails to fulfill the obligations under the Agreement, then KPC may terminate the Agreement with thirty (30) days written notice. The KPC reserves the right to cancel immediately any Agreement for any reason determined by KPC to be detrimental to the health and welfare of students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if they have caused such conditions to arise. The District fully reserves the right to cancel this Proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

VI. VENDOR CRITERIA

All responding vendors shall meet the following minimum criteria for price request submission. Award shall be based on, but not limited to the following:

1. **Pricing**
Fixed price should be in the form of single drop and/or multi-drop pricing.
2. **Permits and Licenses**
The vendor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
3. **Prevailing Law**
In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the most restrictive shall prevail. Additionally, all equipment to be supplied or services to be performed, under the Proposal, shall conform to all applicable requirements of local, state, and federal law.
4. **Patents or Trademarks**
The vendor shall hold harmless and fully indemnify said Wasco Union Elementary School District or by any of its' officers or agents from all damages or claims for damages, costs and expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person or persons in consequence

of the use by said Wasco Union Elementary School District or by any of its' officers or agents for articles to be supplied under this proposal.

5. Ability to meet the terms of KPC requirements as called for in Appendix A General Requirements.
5. Deliver products in containers that are clean and undamaged, in delivery vehicles that are debris, pest free and in good working order, and by personnel that are properly attired.
6. Provide complete and accurate (preferably automated) billing.
7. Has written HAACP Plan.
8. Verifiable record of service, particularly with respect to delivering all items according to established ordering and delivery schedules at favorable prices.

9. **Fingerprinting**

This RFP is subject to the provisions of Education Code Section 45125.1 and 45125.2. The successful vendor's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c) respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendors are required to fulfill this requirement at its expense.

10. **Insurance**

The successful vendor only will be required to submit a certificate of insurance naming KPC as additional insured, before commencement of work. The successful vendor agrees to indemnify, defend, and hold harmless the named School Districts, its officers, agents, and employees from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising from any omission, fault, negligence, or other conduct of vendor in connection with vendor's occupancy, activity upon, use, or in connection with any other aspect of vendor's performance under this agreement. Without limiting the foregoing in any way, vendors shall carry Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

10.1 **Workers Compensation Insurance**

The successful vendor shall provide Workers' Compensation Insurance coverage to its employees as required by California law and shall submit to the District such certification that the required insurance is in effect before commencement of work.

11. Escalation/Price Adjustments

The successful vendor shall agree to negotiate any price change it requests and to supply the KPC with adequate pertinent documentation from the manufacturer or supplier to support any price change requested. All notifications of price adjustments must be made in writing by the successful Proposer and received by all KPC Districts at least thirty (30) days prior to the effective date of the adjustment. The KPC shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation has been accepted by the KPC. The decision of the KPC will be final. Should there be, at any time during the period of deliveries under the Agreement, a decrease in the prices of the supplies, food/commodities herein provided for, a corresponding decrease will be made in the prices on the balance of the deliveries so long as the lower prices are in effect and the successful vendor shall notify the KPC by letter in the event of any such decline in prices.

12. Payment Terms/Credit Memos

Accounting will make payment on invoices, which have been signed by the recipient of the delivery only. Terms are Net 30 days from receipt of signed invoice by the Accounting Department of KPC Districts. Credit memos must be issued within one week of pick-up of merchandise. Credit memos must reference purchase order and invoice numbers of original order. Credit memos shall be issued on forms easily differentiated from invoices.

13. Force Majeure Clause

The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.

VII. RFP FORM AND PREPARATION

All RFPs must include the following:

1. Vendor's Cover Sheet
2. Acknowledgement of General Service Requirements (Appendix A)
3. Technical Proposal
4. Itemized RFP Sheets (Appendix D)
5. Sample Traceability Report
6. At least three (3) references from schools or institutions

1. Vendor's Cover Sheet

The cover sheet must bear the vendor name, address, and signature/s of responsible parties. Obligations assumed by such signatures must be fulfilled.

2. Acknowledgement of Required Services

Please read the list of required services in Appendix A, sign and include the Acknowledgement of Required Services within this proposal.

3. Itemized RFP sheets

- A. Use the Excel Spreadsheet provided.
- B. Items listed with the words "No Substitutes" must be RFP as specified.
- C. Complete all line item fields under "Description". Do not enter "as specified".
- D. List additional varieties of line items bidding on the "Line Item Variety" sheet included in the workbook with Itemized RFP Sheets.
- E. Indicate line items not RFP by entering "NB" under "Product Description".
- F. Price and notations must be typed on the provided "Itemized RFP Sheets".
- G. California State Sales Tax (or Use Tax) will be paid by the KCP Districts and RFP prices shall not include State and local sales tax. Sales tax shall be in addition to the unit price RFP.
- H. State the brand and manufacture number quoted; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing a product "equal to" the brand specified any differences should be clearly noted. Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any vendor from bidding who can meet these specifications and requirements.
- I. Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or "generic" item, please quote it in addition to the brand requested; if possible. In any case, the District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

5. Sample traceability report

Provide a sample traceability report. You can use existing reports or create a new one that reflects the procurement tracking requirements in Appendix A. This report should include a sample usage report that designates county of origin (if in California) and state and country (if outside of California). Proposals should take into consideration Buy American Section XIII.

6. Reference(s)

At least (3) three references from school districts or institutions that are past or present customers to be used to determine ability to meet required service levels.

VIII. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria to determine if the submitted Distributors RFP is Responsible & Responsive and will be moved onto the Price Evaluation Process. If all items listed on the Required Proposal Document Checklist are not submitted completely, then the RFP will be deemed not Responsible & Responsive.

Proposals will be evaluated against the evaluation criteria shown below by KPC. Each proposal will be scored on a scale of 1 to 100 points, and require a Score of 70 to be deemed Responsible & Responsive.

1. Customer Service & References (35 points)

Proposer's should demonstrate their ability to promptly respond to requests for information, to resolve complaints and issues, and to provide timely and accurate delivery. Proposer's customer service staff should be easily accessible for inquiries or issues. Proposals should be able to provide marketing strategies to assist the KPC in promoting school meal programs.

2. Experience and Competence (35 points)

Proposer should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of products. Proposals should demonstrate substantial and recent experience in providing the products to California public schools. Proposer's should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of KPC.

3. Sustainability (30 points)

Proposer should have an integrated operation including evidence that the proposing firm will continue to operate successfully throughout the term of any Agreement it accepts. Proposer's should have a robust level of financial capability sufficient to handle Agreements as large as any Perishable Agreement is likely to be and on a multi-year basis. Proposer's should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for KPC residents and businesses and stimulate economic development in the local area.

IX. RFP PRICING SECTION

Proposals RFP Pricing will be evaluated and points added to the above score, only considering Distributors that are deemed Responsible & Responsive. Scale of 1 to 60 points

1. Pricing Worksheet (35 points)

Vendors should complete the proposal worksheet thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood,

explained, and audited. Proposers should submit an electronic Excel compatible version of their RFP Pricing Worksheets, on either Flash Drive or CD-ROM.

2. Submitted Pricing for Items on the Pricing Worksheet (15 points)

Proposal that provides pricing for all items on the Pricing Worksheet.

3. Submitted Pricing for Exact Items Listed on the Pricing Worksheet (10 points)

Vendors that provide pricing for all items exactly listed on the Pricing Worksheet if Manufacture and/or Brand is listed as part of the description.

X. RFP PROTEST (2 cfr, section 200.318[k])

The KPC is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the KPC of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

All solicitations over the Simplified Acquisition Threshold must include RFP protest language. The KPC accepts a prospective Proposer's protest to a RFP award if the protesting party believes the award is not in compliance with the law, does not follow RFP procedures, or does not meet RFP specifications. A protest must be filed with the KPC designated point of contact for that RFP. Such protests must be made in writing and received by the Kern County Superintendent of Schools School Internal Business Services Office within five working days of RFP award date and shall include all documents supporting or justifying the protest. The protesting party must mail or deliver copies of the protest to the Kern County Superintendent of Schools School Internal Business Services Office. A proposer's failure to file the protest documents in a timely manner shall constitute a waiver of their right to protest the award of the Agreement.

XI. APPENDICES

APPENDIX A - General Service Requirements:

The vendor who is awarded this Agreement will meet or exceed the following minimum requirements:

1. Provide locally grown products to meet district goals.
2. Provide source identification on ordering sheets and usage reports. Products should be labeled designating county of origin. For the purposes of this RFP, the county of origin should note the location where the produce is grown, not the address of a packinghouse

or aggregation point. In addition to listing the country of origin, preference will be given to any vendor who can provide the cities and/or farm name(s).

3. If deviating from standard orders, alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or "generic" item, please quote, provide product formulation statement and specification sheets in addition to the brand requested. In any case, the KPC will be the sole judge as to whether the products are, in fact, equal to the specifications set forth herein and whether such deviations are acceptable to the KPC.
4. The vendor should demonstrate a commitment to customer service. This includes timely deliveries to multiple school sites; leaving product only in designated areas; responsiveness to communication; and, same day resolution if deliveries are shorted or of unacceptable quality.
5. Quantities per delivery site: Please give minimum quantities for per delivery drop. 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, minimum weight per drop, or minimum dollar value per drop. Include minimum for direct shipment from vendor to one site (Warehouse drop).
6. If additional flavors are available, please list on the "Additional Flavors" sheet included in the workbook with Itemized Proposal Sheets.
7. If the item is a Special Order indicated with an X in the column under "Additional Info".
8. The successful vendor shall take all necessary precautions as to not damage District premises or property when delivering food items. In case of damage, the vendor shall make proper restitution.
9. All refrigerated foods must be stored between 32 – 40 degrees and must be delivered in a refrigerated vehicle and received at or below 40 degrees.
10. Frozen foods must be delivered in a vehicle that has a freezer and received in a frozen state. All goods must be delivered in good condition.
11. Product shelf life and Condition of Items: Stocks shall be fresh and sound, prepared in properly equipped plants under modern sanitary conditions in accordance with the best commercial practice, and free from decay, discolorations or foreign matter. Containers are to be sound, clean, sturdy, and sealed. Opened or damaged packages will not be accepted. All refrigerated foods are to maintain a temperature of 40 degrees Fahrenheit or below, but not to go below 32 degrees Fahrenheit cold holding, ALL food items must have 70% remaining shelf life to be counted from delivery date. All frozen foods are to be delivered hard frozen at 0 degrees Fahrenheit or below. Partially thawed goods will be rejected. KPC will not refreeze partially thawed deliveries. Packages are to have uniform identification codes stamped on the sides or ends. Brand, item, production code, and count are to be clearly identified on master cases and boxes within master cases. Freshness dating shall be legible on each individual item and each individual case. Any items received with a shelf life of less than indicated will be refused or returned at the Proposer's expense.

12. The nutritional analysis and CN or manufacturer’s documentation that verifies the product’s contribution to the School Breakfast and/or Lunch pattern is required for each line item RFPs after the award. The information must contain the following:

Protein	Total Vitamin A
Calories	Thiamin - B1
Fat - Totals	Vitamin C
Carbohydrates	Calcium
Saturated Fat	Iron
Cholesterol Dietary Fiber	Sodium
Dietary Fiber	

NUTRITIONAL INFORMATION AND LABELING

In order to accommodate the computerized menu system utilized by the KPC, the successful Distributor shall be required to provide a complete nutrient analysis of some products, as requested by the KPC. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

13. All processed foods shall not contain any artificial trans fat.
14. 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.
15. Vendors shall notify the KPC whenever there is a product/ingredient change in any item provided to the KPC. If any product changes occur, new ingredient statements and nutritional information shall be provided to the KPC member district’s Food Services Department.
16. The KPC reserves the right to request samples and microbiologically examine those samples of foods supplied by the successful vendor. The main production facility must be owned and operated by the successful vendor, and must be under continuous inspection

by the U.S. Dept. of Agriculture Food Safety and Quality Service. There will be no exceptions to the requirements for ownership and inspection.

17. All deliveries will be Monday through Friday and in accordance with the delivery schedule sites, addresses and times. Deliveries will be at least one to two times per week to each of the above districts. Additional deliveries during the week as needed. Deliveries will be made to the following locations: See appendix B
18. Delivery shall be made to site and on date and time specified. Delivery shall not be deemed to be complete until goods have been actually received and accepted as satisfactory by the district. If a scheduled delivery cannot be executed for any reason, the Vendor shall immediately notify the KPC designated representative. The Vendor shall provide KPC with the reason for non-delivery. If the reason is accepted, the KPC designee shall give the Vendor an alternate delivery date, which shall satisfy the needs at the site(s) missed in the delivery process. The Vendor shall be required to deliver only quantities for which an order was made by KPC prior to delivery.
19. Supplies and Paper Products Deliveries will be at least once per week and will be considered a single drop per district.
20. All products shall arrive palletized (40X48 pallet), in good condition and off loaded by delivery driver to the KPC designated area. The Vendor shall place all deliveries in a location assigned by person(s) designated by the Ordering Agency. Deliveries will not be accepted at the entrance of the facility.
20. Each delivery of goods must be accompanied by a copy of invoice or packing slip. Purchase Order number must appear on all packages, invoices, and packing slips and on all correspondence.
21. The parties to this RFP shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
22. If, in KPC's judgment, the Proposer fails to fulfill the obligations under the Agreement, then Cooperative may terminate the Agreement with a thirty (30) days written notice.
23. The KPC reserves the right to cancel immediately any Agreement for any reason determined by the named school district to be detrimental to the health and welfare of students and school personnel or that seriously affects the quality of the service and to hold the vendor in default if they have caused such conditions to arise. The KPC fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
24. Prior to shipment, Districts shall be notified of any backorders.
25. No additional charge for delivery, **fuel surcharge**, drayage, express, parcel post, packing, cartage, insurance license fees, permits, cost of bonds or for any other purpose shall be billed to the individual district by the vendor. All costs shall be included in the RFP.
26. The vendor must provide a representative to respond to all questions regarding orders and billing. Must have high expertise in product knowledge and purchasing procedures.
27. The successful vendor shall agree to negotiate any price change it requests and to supply the KPC with adequate pertinent documentation from the manufacturer or supplier to

support any price change requested. All notifications of price adjustments must be made in writing by the successful vendor and received by the KPC at least thirty (30) days prior to the effective date of the adjustment. The KPC shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. Vendors should note that no price changes can be effective until the request for the price change, with supporting documentation has been accepted by KPC. The decision of KPC will be final.

28. Should there be, at any time during the period of deliveries under the Agreement, a decrease in the prices of the food/commodities herein provided for, a corresponding decrease will be made in the prices on the balance of the deliveries so long as the lower prices are in effect and the successful vendor shall notify KPC by letter in the event of any such decline in prices.
29. In case any litigation is commenced with respect to the Agreement, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorney's fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.
30. In case of Agreement default by the successful vendor, the KPC may procure the articles or services from other sources and may deduct the excess costs from any unpaid balance due the vendor. Liquidated damages shall be based on the following: (1) actual cost to the District above price proposal, and (2) actual cost of labor and materials to the District resulting from changing the award from one vendor to another.
32. KPC reserves the right to add or delete schools.

APPENDIX A - Acknowledgement of General Service Requirements:

I have read, acknowledge, and agree to the General Service Requirements above and am confident that these requirements can be met by my company if awarded the Agreement.

Signature _____ Date _____

APPENDIX B - Delivery Locations

School District	Delivery Location (School/Location name street address, City, Zip)	Contact Person & Phone number	Number of Deliveries Required per Week	Delivery Times
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Wasco Elementary	John L Prueitt 3501 7th street Wasco, Ca 93280	Randy Jenkins 661-758-7238	1	6:00-10:00am
Wasco Elementary	Karl F Clemens 523 Broadway Ave Wasco, Ca 93280	Randy Jenkins 661-758-7238	1	6:00-10:00am
Wasco Elementary	Palm Avenue 1017 Palm Ave Wasco, Ca 93280	Randy Jenkins 661-758-7238	1	6:00-10:00am
Wasco Elementary	Teresa Burke 1301 Filburn Ave Wasco, Ca 93280	Randy Jenkins 661-758-7238	1	6:00-10:00am
Wasco Elementary	Thomas Jefferson 305 Griffith st Wasco, Ca 93280	Randy Jenkins 661-758-7238	1	6:00-10:00am
Wasco Elementary	James A. Forrest 401 N. Griffith Ave Wasco, Ca 93280	Randy Jenkins 661-758-7238	1	6:00-10:00am
KCSOS	KCSOS Warehouse 705 South Union Ave. Bakersfield, CA 93307	Rafael Juarez 661- 852-5930	1	6:00-12:00pm
KCSOS	Richardson CDC 1515 Feliz Drive Bakersfield, CA 93307	Rafael Juarez 661- 852-5930	1	6:00-12:00pm
KCSOS Camp Keep	KEEP-BTS 250 Wesley Street Arroyo Grande, CA 93420	Rick Lawson 805-471-7013	1	5:00-10:00am
KCSOS Camp Keep	KEEP-Ocean 3350 Pecho Valley Rd. Los Osos, CA 93402	Liz Berdnoz 805-528-5330	1	5:00-10:00am
Wasco Union High School District	Wasco High School 1900 7th Street, Wasco Ca. 93280	Patricia Lopez 661-758-7400 Ext# 51720	1-2	6:00 AM -10:00AM
Rio Bravo Greeley Union School District	Rio Bravo Greeley School 6601 Enos Ln Bakersfield Ca 93314	Barbara Barrera 661-589-3706	1-2	6:00-10:00am
Greenfield Union School District	Fairview Elementary 425 E. Fairview Rd.	Josh Rogers 661-837-6020	1-2	6:30a-2:30p
Greenfield Union School District	Granite Pointe Elementary 2900 Berkshire Rd.	Josh Rogers 661-837-6020	1-2	7:15a-2:30p
Greenfield Union School District	Horizon Elementary 7901 Monitor St	Josh Rogers 661-837-6020	1-2	6:45a-2:30p
Greenfield Union School District	Kendrick Elementary 2200 Faith Ave.	Josh Rogers 661-837-6020	1-2	6:30a-2:30p
Greenfield Union School District	Palla Elementary 800 Fairview Rd.	Josh Rogers 661-837-6020	1-2	7:00a-2:30p
Greenfield Union School District	Plantation Elementary 901 Plantation	Josh Rogers 661-837-6020	1-2	6:30a-2:30p

Greenfield Union School District	Planz Elementary 2400 Planz Rd.	Josh Rogers 661-837-6020	1-2	6:30a-2:30p
Greenfield Union School District	Valle Verde Elementary 400 Berkshire Rd.	Josh Rogers 661-837-6020	1-2	6:30a-2:30p
Greenfield Union School District	Greenfield Middle School 1109 Pacheco Rd.	Josh Rogers 661-837-6020	1-2	7:00a-2:30p
Greenfield Union School District	McKee Middle School 205 McKee Rd.	Josh Rogers 661-837-6020	1-2	7:00a-2:30p
Greenfield Union School District	Ollivier Middle School 7310 Monitor St.	Josh Rogers 661-837-6020	1-2	7:00a-2:30p

Fairfax School District	Fairfax Junior High School 1500 South Fairfax Road Bakersfield, CA 93307	Richard Andrews 661-366-7221	1	5:30a-1:00p
Fairfax School District	Virginia Avenue Elementary School 3301 Virginia Avenue Bakersfield, CA 93307	Richard Andrews 661-366-7221	1	5:30a-1:00p
Fairfax School District	Shirley Lane Elementary School 6714 Shirley Lane Bakersfield, CA 93307	Richard Andrews 661-366-7221	1	5:30a-1:00p
Fairfax School District	Zephyr Lane Elementary School 6327 Zephyr Lane Bakersfield, CA 93307	Richard Andrews 661-366-7221	1	5:30a-1:00p

CONTACT INFORMATION: Please utilize the following contact information for the purposes of administration of this Proposal and resulting Agreement.

Kern County Superintendent of Schools
705 S. Union Avenue
Bakersfield CA 93307
Rafael Juarez, Manager of Nutrition Services
rajuarez@kern.org
661-852-5930

APPENDIX C - Product shelf life

ALL food items must have 70% remaining shelf life to be counted from delivery date. All frozen foods are to be delivered hard frozen at 0 degrees Fahrenheit or below. Partially thawed goods will be rejected. KPC will not refreeze partially thawed deliveries. Packages

are to have uniform identification codes stamped on the sides or ends. Brand, item, production code, and count are to be clearly identified on master cases and boxes within master cases. Freshness dating shall be legible on each individual item and each individual case. Any items received with a shelf life of less than indicated will be refused or returned at the Proposer's expense.

APPENDIX D - Itemized RFP Sheets: Attached

[Click HERE for Sheets.](#)

APPENDIX E - DISTRIBUTOR QUESTIONNAIRE

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Using a landed cost of \$20.00 per case, please fully explain your procedure for calculating the price to the District(s). Indicate what the invoice price to those District(s) would be for this item.

Note: Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. (A)

2. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for each district. (B)

3. What is the lead time you require for orders that ensures a 99.5% fill rate? Can District(s) order on-line? (B)

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

5. 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? (B)

6. What is your procedure for notifying the customer of shortages and/or substitutes? (B)

7. What is your company's "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? (B)

8. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)

9. What is the current make up of your delivery vehicle fleet? How do you handle Refrigerated, Frozen, Dry deliveries to the same site? Please describe the care of your vehicle in regards to Sanitation and Cleanliness? (C)

10. How do you handle deliveries that have a loading dock? How do you handle deliveries that do not have a loading dock? (C)

11. Describe your commodity tracking abilities in detail. (C)

12. How do you handle value pass thru commodity costs? (C)

13. Does your company assist school district(s) if a freezer goes down and the district(s) ask for assistance? (C)

14. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? For example in regards to Milk, does your driver assist in the rotating and putting away of products? (B)

15. What is your procedure to bring in new products for District(s)? (C)

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

17. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)

18. Has your firm provided economic opportunity for the Kern County residents and business? If so, explain. (D)

Firm Title _____ Name (Printed) _____

Phone#: _____ Signature _____

Fax#: _____ E-Mail address _____

XII. Non-Discrimination 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) found online at the [Filing a Program Discrimination Complaint as a USDA Customer page](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. 20250-9410;
 - (2) fax: 202-690-7442; or
 - (3) email: program.intake@usda.gov
- This institution is an equal opportunity provider.

XIII. APPLICABLE “BUY AMERICAN” PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

- Utilizing the Buy American definition in 7 CFR 210.21(d) in all food product specification, invitations for bids (IFBs), and request for proposals (RFP’s) for food products, Agreements, purchase orders and other products documents issued;
- Require a certification of domestic origin for products which do not have country of origin labels; and
- Including the following language: “The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as on that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).” Additionally, SFA’s are required by 2 CFR 200.318(b) to monitor Proposer performance to ensure compliance with all contractual requirements. This includes compliance with the Buy American provision.

For example, Program operators may require vendors to provide a certification of domestic origin for all food products listed in all procurement documentation, from a bid or proposal to receipts and invoices. Program operators may deem a bid or response unresponsive and ineligible for Agreement award for noncompliance with the terms and conditions of Agreement award if such certification are solicited for, but not included. Further the program operator may establish penalties including Agreement termination, if vendor fails to comply with the Buy American provision and no documentation of any exception exists.

Requirement to Retain Records Documenting Any Exceptions to the Buy American provision:

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 business day(s) in advance of delivery. The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specification:
 - 1.1. Price of the domestic food alternative substitute(s); and
 - 1.2. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for Exception: limited/lack of availability or price (include price):
 - 2.1. Price of the domestic food product; and
 - 2.2. Price of the non-domestic product that meets the required specification of the domestic products.

SFA's may document exceptions by maintaining record of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement review of local agency procurement practices.

Sample Language Proposers Can Use to Document Their Compliance with the Buy American provision:

"We certify that _(product name)___ was processed in the U.S. and contains over 51% of the agricultural food component, by weight or volume, from the U.S.,: with space for the supplier to fill in the name of the product and it specific percentage of the domestic agricultural food component contained therein.

Documentation by the vendor outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception the dates that the: (1) vendor informed the KPC of the nondomestic commodity or product, (2) KPC agreed to accept this food item in advance of delivery, and (3) commodity or product was received by the KPC.

XIV. Vendor's Checklist

1. This checklist is provided as a convenience to assist vendors in ensuring that a complete RFP package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the vendor of responsibility for compliance with any RFP requirement which may not be mentioned specifically in this checklist. Original documents are required. Fax or email documents will not be accepted under any circumstances.
2. All of the items must be returned to constitute a complete package.

Check	Item to Return	Page(s)
	Vendor's Cover Sheet	Attachment
	Acknowledgement of General Service Requirements	Page 13
	Itemized RFP Sheet (Hard Copy)	Attachment
	Electronic Copy of Itemized RFP Sheet	Attachment
	Distributor Questionnaire	Page 17-19
	Proposal Agreement Form	Page 25-26
	Affidavit of Non Collusion	Page 27
	Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion	Page 28
	Certification for Contracts, Grants, Loans, and Cooperative Agreements	Page 30
	Disclosure of Lobbying Activities	Page 31
	Iran Contracting Act	Page 34

3. Proposals will be sealed and clearly marked with the Proposal Name and Number and received up to, but no later than 12:00 PM (Noon), Wednesday, (May 12, 2021) on the clock designated by the Owner or its representative as the Proposal clock.
4. Proposals must be received at the following address by the Proposal due date and time:

Kern County Superintendent of Schools
KPC Lead District
705 S. Union Avenue
Bakersfield CA. 93307

5. Proposals will be opened at the above stated time and place; however, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete proposals may be rejected. Proposers must comply with the instructions contained in the proposal package. It shall be the full responsibility of all Proposers to ensure that proposals are delivered to the above office by the time and date stated. Facsimile (fax) or email copies of the proposal will not be accepted. The District will not be responsible for late deliveries by U.S. mail or any other means.
6. Copies of the RFP may be obtained from Kern County Superintendent of Schools located at the address above or by calling 661-852-5930.
7. Any Proposer, by written request, may withdraw their Proposal at any time prior to the scheduled time for opening RFPs.
8. Late RFPs will not be accepted and will be returned to the Proposer unopened.
9. Awards will be for blanket open order Agreements. Product will be ordered, as needed for delivery to District sites, throughout the year. The Lead District Board of Trustees shall approve or deny award of Proposal following Proposal opening. The estimated date of Proposal award is (May 26, 2021). Awards will be based upon lowest price, quality, past performance, delivery time, warranties, and vendor cooperation in resolving accounting problems. The District reserves the right to award item by item or lump sum. Award shall be made to the responsive and responsible Proposers who are most economical for the purpose intended according to the specifications and requirements of this RFP. The District reserves the right to reject any or all RFP's and to waive any informality in RFP received whenever such rejections or waiver is in the interest of the District.

XV. Proposal Agreement Form

Company Name	
Proposer's Name	
Proposer's Title	
Street Address	
City/State/ZipCode	
Mailing Address	
City/State/ZipCode	
Phone	
Fax	
Email	
Minimum Dollar Amount for Delivery	\$
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
<input type="checkbox"/>	Check if no minimum case amount for delivery is required.

<input type="checkbox"/> YES <input type="checkbox"/> NO	Able to provide deliveries to multiple sites? Check YES or NO
Acknowledgment of Addenda	Receipt of the following addenda issued during the time of proposal is acknowledged and the information therein contained has been considered in the preparation of this bid. Addendum No. None 1. 2. 3. 4.

Pursuant to the Request for Proposal and in compliance with the Proposal and Agreement Document the undersigned hereby proposes and agrees to furnish:

RFP# KPC2122-001 - Purchase of Commodity Food Products
 RFP# KPC2122-002 - Purchase of Commercial Food and Chemical Products
 RFP# KPC2122-003 - Purchases of Supplies and Paper Products

Accordance

Proposer

Name _____

RFP# _____

Title _____

RFP# _____

Signature _____

Date: _____

<u>Kern Purchasing Cooperative</u> (Copy of Signed Contract will be sent to Awardee)	
Name _____	
Title _____	
Signature _____	Date: _____

XVI. NON-COLLUSION AFFIDAVIT

(I, _____ ,
(Type or Printed Name)

being first duly sworn, deposes and says that I am the

_____ of
(Title)

(Company Name)

the party submitting the foregoing Proposal ("the Proposer"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
5. All statements contained in the Proposal are true.
6. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20__ at _____
(City, County and State)

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

Signature

Address

Name (printed or typed)

City, County and State

(Area Code) and Telephone Number

XVII. 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, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, 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.

Company Name	
Name of Authorized Representative	
Title	
Signature/Date	

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. 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 the 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 {13CFR Part 145}.
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the 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 is not dead; it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the 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 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Form to Report Lobbying," 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.

Organization _____

Title _____

Signature _____ Date _____

0348-0046

XVIII. 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>1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: Prime Subaward Tier _____, if Known: Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>Congressional District, if known:</u></p>	
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Contract Number, if known:</p>	<p>9. Award Amount, if known : \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (If individual , last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address <i>if different from No. 10a</i>) (last name, first name, MI) :</p>	

<p>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.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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

This disclosure form shall be completed by the reporting entity, whether sub awardee 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," 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, 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 this 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

XIX. IRAN CONTRACTING ACT (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 (Authorize Signature)	
Printed Name and Title of Person Signing	
Date Executed	In 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