

**THE SAN MARCOS UNIFIED SCHOOL  
DISTRICT  
RFP #2024-02  
For  
Uninterruptible Battery Supply (UPS)  
Battery Replacement (E-Rate)**

**Submittal Due on or Before:  
Friday, February 23, 2024, at 2:00pm**

**Deliver or Mail To:  
San Marcos Unified School District  
255 Pico Ave, STE 250  
San Marcos, CA 92069  
Attention: Nick Brizeno**

**For Additional Information Please Contact:  
Nick Brizeno, Director of Purchasing  
[nick.brizeno@smusd.org](mailto:nick.brizeno@smusd.org)**

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When reviewing a bid, vendors should click the “Follow” for update notifications regarding **Form 470: 240001028**. It is the vendor’s responsibility to check the USAC website: <https://www.usac.org/e-rate/> and the District, website: <https://www.smusd.org/departments/Purchasing/bids> for any addendums.

## **INSTRUCTIONS AND CONDITIONS**

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the San Marcos Unified School District, County of San Diego, State of California, will receive sealed proposals up to but no later than Friday, February 23, 2024 at 2:00pm in the Purchasing Department located at 255 Pico Ave, STE 250, San Marcos, CA 92069 for the following bid:

### **2024-02 – Uninterruptible Battery Supply (UPS) Battery Replacement**

RFP packets can be obtained at the District's website:

<https://www.smusd.org/departments/Purchasing/bids> or by emailing [nick.brizeno@smusd.org](mailto:nick.brizeno@smusd.org). The RFP is also available on the USAC website under Form 470 #240001028. Each proposal must conform and be responsive to this invitation, the instructions and conditions, the specifications, and all other documents comprising the pertinent contract documents. The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for opening.

The District reserves the right to extend the due date by one week and request proposal responses if no proposals are received by the original due date.

Service Provider acknowledges that it is following FCC Order FCC 19-121, which bars the use of USF subsidies to fund equipment, components, and services from "covered" companies, their parents, affiliates and subsidiaries, deemed to be a national security risk.

Must be authorized vendor registered with the USAC (Universal Service Administrative Company) at time of services rendered. The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. If E-Rate is not 100% funded or if is not in the best interest of the District, the District reserves the right to reject or extend part or the entire proposal.

### **TIMELINE**

Initial RFP Posting & Official Notice: January 22, 2024 and January 29, 2024

RFP Questions Due from Proposers: February 5, 2024

Last Date District Will Respond to Questions: February 9, 2024

RFP Responses Due: February 23, 2024

Board Approval: March 14, 2024

Notification of Selected Vendor: February 26, 2024 \*

\* Subject to change at District discretion

### **CONTACT**

Any questions regarding this process should be directed to [nick.brizeno@smusd.org](mailto:nick.brizeno@smusd.org). Questions must be received by February 5, 2024 by 4:00 pm and must be submitted in writing. Responses to questions will be uploaded as an addendum into the Form 470 in the EPC Portal and on the district website.

#### NUMBER OF COPIES

**Each vendor must submit three (3) original “hard” copies and one electronic copy (.pdf) on a “thumb drive” of its proposal to the District.**

#### PREPARATION OF PROPOSAL FORM

Please prepare your proposals on the form attached to be submitted at such time and place as is stated in the notice to Vendors calling for proposal. All blanks in the Proposal Form must be appropriately filled in, and all prices must be stated in words and figures. All proposals submitted must be in sealed envelopes bearing on the outside the name of the proposer, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened with the following exception; the District reserves the right to extend the due date by one week and request proposal responses if no proposals are received by the original due date.

Encyclopedic proposals which do not specify the products or services that will meet the scope and requirements specified may be disqualified.

#### BRAND NAMES AND NUMBERS

1. Brand names and numbers when given in Specifications are for reference. Proposals on equivalent items will be considered provided the proposal clearly describes the article offered and it is equivalent in quality and utility.
2. State brand and model on each item. If proposing other than the make, model, or brand specified in the specifications, state the item offered by the manufacturer's name and model number. Unless the proposer clearly indicated in his proposal that he is offering an “equal” product, his proposal shall be considered as offering the brand name product referenced in the invitation for proposals.

#### PROPOSE SEPARATELY

Propose on each item separately. Prices should be stated in units specified in Specifications. If standard packaging is not consistent with proposal, so indicate on Specifications.

#### SIGNING OF PROPOSALS

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

#### QUALIFICATIONS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

All proposers may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the District, or who is a defaulter as surety, vendor or otherwise within the past twelve (12) months.

#### AWARD OF CONTRACT

1. Proposals will be evaluated on the following criteria:
  - a. E-Rate Eligible Cost: 40%
  - b. Methodology and Service Level: 30%  
(cost of change, technology, account support team)
  - c. Experience, Financial Soundness, 25%  
(experience with District, or references)
  - d. Experience with E-Rate Program 5%

The District requests a contract term of 7/1/24 – 9/30/25 with the option to extend for 2 additional one-year terms.

The District holds the right to award the scope in full, or a portion of the scope, based on funding levels of the District.

#### ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

#### ASSIGNABILITY

A contract is not assignable by vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

#### WARRANTY

Vendor warrants to the District, that the goods and/or services covered by this order will conform to the specifications, samples, description, and time provisions furnished by the District, and will be of first-class material and workmanship and free from defects; and the District, reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the District, and risk of loss before acceptance shall be on vendor. Defective goods rejected by the District, may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The vendor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or

materials discovered and made known to vendor within one (1) year from the filing of the Notice of Completion shall be made good by vendor without additional expense to the District.

#### COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

#### RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the specifications thereof, or the same submitted by the vendor with his proposal, the District may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the District and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the vendor fail, neglect, or refuse to do so. The District shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the District. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the District, to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.
2. Cost of inspection of materials and/or services provided which do not meet specifications will be at the expense of the vendor.
3. The rights and remedies of the District provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

#### PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for the specified E-rate year, unless the offering party in writing allows for a longer period of time.

#### MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work proposal upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the proposal. No oral or telephonic modification of any proposal submitted will be considered.

#### ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

#### WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for

receipt of proposals.

#### INTERPRETATION OF DOCUMENTS

If a proposer for the proposed contract is in doubt as to the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, proposer may submit to [nick.brizeno@smusd.org](mailto:nick.brizeno@smusd.org) a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made only by addendums duly issued and posted on USAC'S and the District's websites: <https://www.usac.org/e-rate/> and <https://www.smusd.org/departments/Purchasing/bids>. No oral interpretation of any provision in the contract documents will be made to any proposer.

#### PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices or materials to a proposer, in not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal.

#### EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a proposer whose proposal is under consideration for award shall submit promptly to the District's satisfaction evidence showing the proposer's financial resources, experience, and organization for the performance of the contract.

#### SUBMISSION OF PROPOSALS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN

In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

#### AFFIRMATIVE ACTION

1. The proposer shall comply with the Affirmative Action Employment Program.
2. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

#### DELIVERY OF BONDS, CERTIFICATES, ETC.

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, certificate of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the vendor's proposal and may award the contract to the next responsible vendor or may reject all proposals and call for new proposals.

**HOLD HARMLESS:**

The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

**INSURANCE:**

The successful vendor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District. The successful vendor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.



**Uninterruptible Battery Supply (UPS) Battery Replacement**  
**RFP P2024-02**  
**SPECIFICATIONS AND PROPOSAL FORM**

**SCOPE & CONDITIONS**

This is a request for the following equipment with **no installation**. Quantities are approximate and may be altered.

MANUFACTURER (OR EQUIVALENT)	MODEL NUMBER (OR EQUIVALENT)	DESCRIPTION	LOCATION	QTY	UNIT RATE ELIGIBLE COST	UNIT RATE INELIGIBLE COST	EXTENDED RATE ELIGIBLE COST
APC	SYBT5	SYMMETRA LX 4KVA BATTERY MODULE	District Office	21	\$	\$	\$
N1C	N1C.LR2000	2kVA/1800W/120V Lithium-Ion UPS	La Costa Meadows	2			
N1C	N1C.L4850EBM2U	LR-SERIES 48VDC 50AH 2U LITHIUM- ION BATTERY	La Costa Meadows	3			
APC	SURTD6000RMXLP3U	APC Smart-UPS RT 6kVA	La Costa Meadows	1			
APC	SURT192RMXLBP3U	APC Smart-UPS RT 192V RM Battery Pack	La Costa Meadows	4			
N1C	N1C.LR2000	2kVA/1800W/120V Lithium-Ion UPS	La Mirada Academy	2			
N1C	N1C.L4850EBM2U	LR-SERIES 48VDC 50AH 2U LITHIUM- ION BATTERY	La Mirada Academy	3			
APC	SURTD6000RMXLP3U	APC Smart-UPS RT 6kVA	La Mirada Academy	1			
APC	SURT192RMXLBP3U	APC Smart-UPS RT 192V RM Battery Pack	La Mirada Academy	4			
N1C	N1C.LR2000	2kVA/1800W/120V Lithium-Ion UPS	San Marcos Middle School	11			
N1C	N1C.L4850EBM2U	LR-SERIES 48VDC 50AH 2U LITHIUM- ION BATTERY	San Marcos Middle School	16			
APC	SURTD6000RMXLP3U	APC Smart-UPS RT 6kVA	San Marcos Middle School	1			
APC	SURT192RMXLBP3U	APC Smart-UPS RT 192V RM Battery Pack	San Marcos Middle School	4			

Shipping and Other Miscellaneous Charges					\$	\$	\$
Tax @ 7.75%					\$	\$	\$
Total					\$	\$	\$

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. If E-Rate is not 100% funded or if is not in the best interest of the District, the District reserves the right to reject or extend part or the entire proposal.

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract, as a result of this RFP.

If a Service Provider chooses to bid another manufacturer than is preferred, please provide supporting documentation with your bid response demonstrating its functional equivalency. Vendor shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their offer, and that it has the certification/specialization level required by Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.

Unless otherwise specified, Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase.

Vendor shall provide the District with a copy of the End User license agreement and shall warrant that all Manufacturer software is licensed originally to the District as the original licensee authorized to use the Manufacturer Software.

In the event there are questions pertaining to the validity of the products, the District reserves the right to verify the origin of the products with the manufacturer. In the event the products have been acquired from un-authorized channels, the District further reserves the right to reject the Vendor bid and/or return the products for a full refund.

**NO QUOTE IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.**

**SUBMITTED BY:**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

USAC SPIN NUMBER: \_\_\_\_\_

FIRM NAME AS REGISTERED WITH USAC/SLD: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorized Agent)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Please Print)

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME: \_\_\_\_\_

TITLE OF OFFICER SIGNING: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTRACTOR’S CERTIFICATE**

**REGARDING WORKER’S COMPENSATION**

Labor Code Section 3700.

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each proposer shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total proposal; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this proposal.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total proposal, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total proposal as to which his original proposal did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor's total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION &amp; PLACE OF BUSINESS</u>

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
SIGNATURE

## NONCOLLUSION DECLARATION

(To Be Executed By Proposer and Submitted With Proposal)

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the attached proposal; that the attached 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 proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, 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; that all statements contained in the proposal are true; and further, that 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 thereto, 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 proposal.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, at

\_\_\_\_\_, California

\_\_\_\_\_

Authority: Public Contract Code 7106  
CCP 2015.5

**CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR  
DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I, \_\_\_\_\_ certify that \_\_\_\_\_  
(Name) (Title) (Contractor Name)

is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number \_\_\_\_\_

Expiration date June 30, 20\_\_\_\_\_

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractors unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness. I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**CONTRACTOR'S STATEMENT REGARDING  
MAINTAINING A DRUG FREE WORKPLACE**

***San Marcos Unified School District Policy 4004 in relevant part provides:***

This Board Policy is adopted pursuant to the federal Drug-Free Workplace Act of 1988, the federal Drug-Free Schools and Communities Act Amendments of 1989, and the California Drug-Free Workplace Act of 1990. It is the policy of the District that all its workplaces and facilities be drug and alcohol free.

The unlawful manufacture, distribution, dispensation, possession, or use of any alcohol beverage, drug or controlled substance in any workplace or facility of the District is strictly prohibited. All employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. All employees will abide by this prohibition as a condition of employment. Any employee who violates this prohibition will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

All employees must notify the Superintendent in writing within five (5) days of any drug or alcohol statute conviction for a violation occurring in any workplace or facility of the District. A conviction includes any finding of guilt, including a no contest pleas, or imposition of a sentence. Any employee who is convicted of such a violation will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

Each District consultant, contractor and vendor shall, moreover, advise the District whether they have a policy or procedure for maintaining a drug free workplace at the consultant's, contractor's, or vendor's own place of business and if so, shall briefly describe it in writing to District officials.

If awarded contract for above referenced bid, Contractor agrees to comply with San Marcos Unified School District Board Policy 4020 as detailed above.

**in accordance with the above, the following must be signed and filed with the awarding body as part of the bid package.**

*Business name:* \_\_\_\_\_

*Does* \_\_\_\_\_ *Does not* \_\_\_\_\_ *Have a policy or procedure for maintaining a drug free workplace at their own place of business.*

\_\_\_\_\_ *Attached is a copy of such policy or procedure or*

\_\_\_\_\_ *Following is a brief description of such policy or procedure:*

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

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

Legal Reference: the Drug Free Workplace Act of 1988 and Public Law 100-690 Section 5151-5160

**FINGERPRINTING**

Pursuant to the provisions of Article 73 of the General Conditions - District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contract and Contractor’s employees are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions.

In accordance with the Education Code the **Contractor shall provide for the continuous supervision and monitoring of the Contractor’s employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice.**

**I VERIFY THAT PRIOR TO COMMENCEMENT OF WORK ALL SUPERVISORS ON THIS PROJECT WILL HAVE RECEIVED FINGERPRINT CLEARANCE FROM THE CALIFORNIA DEPARTMENT OF JUSTICE AND WILL PROVIDE CONTINUOUS SUPERVISION AND MONITORING OF THE CONTRACTOR’S EMPLOYEES.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
California.

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

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