



OCEANSIDE UNIFIED SCHOOL DISTRICT

Request for Proposal 2022-01-058P: Uninterruptable Power Supply Equipment for E-Rate Year 2022

Submittal Due on or Before:

February 15, 2022 – 2:00 PM

at

**Fiscal Services
Oceanside Unified School District
2111 Mission Avenue
Oceanside, CA 92058**

**Technical Contact:
Gregory Moon
Chief Technology Officer
Oceanside Unified School District
2111 Mission Avenue
Oceanside, CA 92508**

Questions should be addressed to Erate@oside.us
and
received by **February 07, 2022 2:00 PM**

BOARD AWARD: MARCH 8, 2022.

Publication Dates: January 19, 2022 through and including February 03, 2022

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***Must be completed in their entirety, signed and returned with your proposal package.**

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Oceanside Unified School District (“District”) of San Diego County, California, acting by and through its Governing Board, will receive up to, but not later than 2:00 o'clock p.m. of the 15th day of February, 2022, sealed proposals for the award of a contract for:

RFP 2022-01-058P: Uninterruptable Power Supply Equipment

Proposals shall be received in the office of the:

Oceanside Unified School District
Fiscal Services Department
2111 Mission Avenue
Oceanside, CA 92058

and shall be opened and totals publicly read aloud at the above stated time and place. Responses must be sealed and clearly marked **“RFP 2022-01-058P: Uninterruptable Power Supply Equipment”**.

Facsimile or electronic copies of the proposal will not be accepted. It is the proposer’s responsibility to ensure its proposal is received in the Fiscal Services Department by the date and time specified above.

Any proposal that is received in the Fiscal Services Department after this date and time may be deemed non-responsive and returned to the proposer unopened.

Each proposal must conform and be responsive to the contract documents, copies of which are now on file, and may be obtained in the Fiscal Services Department at 2111 Mission Avenue, Oceanside, CA 92058.

All forms must be completed, signed, and returned with the proposal. The Contract, if awarded, will be based on the evaluation criteria identified in the proposal documents, with price being the most heavily weighted criteria. **The District reserves the right to reject any or all proposals, to accept or reject any one or more items, or to waive any irregularities or informalities in the proposal or in the proposal process.**

The District intends to obtain maximum funding discounts under the Federal Communications Commission’s E-Rate program for eligible services and equipment procured as a result of this Proposal. Qualified vendors must provide a 498 ID (aka Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal. Vendors must be willing to work within the requirements of the E-Rate program and must be able to provide all necessary documentation and apply billing per the terms of the E-Rate program.

No proposer may withdraw its proposal for a period of sixty (60) days after the date set for the opening of the proposals. In the event of identical proposals, the Board may determine by lot which proposal shall be accepted per Public Contract Code § 20117.

The District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District’s programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. The District’s Human Resources Department monitors compliance with these anti-discrimination requirements and may be reached at 2111 Mission Avenue, Oceanside, CA 92058, (760) 966-4000. Any individual who believes s/he has been a victim of unlawful discrimination in employment,

contracting, or in an educational program may file a formal complaint with the District's Human Resources Department.

Publication Dates: January 19, 2022 through and including February 03, 2022

CHECK LIST FOR PROPOSERS

Please check each box before submitting your proposal.

- ☐ 1. Have you read all pages of the RFP?
- ☐ 2. Have the following RFP documents been completed, signed and returned with the proposal?
 - _____ Proposal Form
 - _____ Renewal Clause
 - _____ Non-Collusion Affidavit
 - _____ Certificate Regarding Workers' Compensation
 - _____ Equal Opportunity Statement
 - _____ Drug-Free Workplace Certification
 - _____ Tobacco-Free School Certification
 - _____ Suspension and Debarment Certification
- ☐ 3. Have you made a copy of the completed proposal package so that you can return the entire RFP to the District?
- ☐ 4. Have you made arrangements to bring or mail the proposal so that it will arrive on or before February 15, 2022, at 2:00 P.M. at the Oceanside Unified School District, Fiscal Services Department?

INFORMATION FOR PROPOSERS

In this document and subsequent documents of this Request for Proposals, **RFP 2022-01-058P: Uninterruptable Power Supply Equipment**, the District is the Oceanside Unified School District.

1. INTRODUCTION

The Oceanside Unified School District is seeking proposals for wired network, wireless network and Uninterruptable Power Supply equipment for its Year 2022 E-Rate applications. Equipment may be purchased under these applications no earlier than April 1, 2022 and invoiced on or after July 1, 2022, to coincide with guidelines of the federal E-Rate (Universal Service Fund) program. You are receiving this Request for Proposals in conjunction with the District's Form 470 application posted on the USAC/SLD website or because you have a previous business relationship with the District.

The District seeks to contract with a single vendor to provide additional Uninterruptable Power Supply equipment for many of its schools sites. All equipment will be shipped to the Oceanside Unified School District Warehouse at 2070 Mission Avenue, Oceanside CA, 92058. The equipment requested is described in Section 39.

2. SECURING DOCUMENTS

Specifications and/or other contract document forms will be available to prospective proposers at the Fiscal Service office, Oceanside Unified School District, 2111 Mission Avenue, Oceanside, California, 92058 or on the District's website: www.oside.us/fiscal click Purchasing and then click Bids. The OUSD contact is Rita McCullum, Purchasing Manager, at 760-966-4042 or rita.mccullum@oside.us for information regarding the RFP packet.

3. NAME

Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

4. PREPARATION OF RFP DOCUMENTS

Proposals to receive consideration shall be made in accordance with the following instructions:

a) Proposals shall be made upon the forms therefore obtained at the Fiscal Services office and properly executed. Proposals shall be written in ink or typed before submission. Proposals are to be verified, as they cannot be corrected after proposals are opened. The signature of all persons signing shall be by hand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the proposal. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered. Proposals should include the following information: company name, SPIN, contact name, address, phone number, e-mail address, fax and signature and date of signature of an authorized person.

- b) Before submitting a proposal, proposers shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the proposal. No allowance will be made because of lack of such examination or knowledge.
- c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict proposers to that manufacturer or specific article. An equal of the named product will always be given due consideration.
- d) All items on which proposals are submitted must in all cases be equal or better in quality to those manufacturers or brands specified by the District. Whether or not an item is indeed equal will be determined by the District.
- e) The brand and grade of the article on which the proposal is submitted should be stated in the RFP form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.
- f) All proposal prices must include all costs, including, but not limited to, variable costs; such as: labor, fuel, containers, and utilities.
- g) No proposal shall include California sales or use tax, or Federal excise tax.
- h) Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B destination with any delivery costs to be included in proposal pricing.
- i) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices proposal.
- j) Proposals shall be delivered to the District, Fiscal Services Department, or its representative, at its office on or before the day and hour set for the opening of proposals in the Notice to Proposers. Proposals shall be enclosed in a sealed envelope bearing the description of the proposal and the name of the proposer. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened
- k) The vendor awarded the contract 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.
- l) 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. 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 unauthorized channels, the District further reserves the right to reject the proposal and/or return the products for a full refund.

m.) The vendor awarded the contract 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.

5. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the District during the time of proposing or forming a part of the documents issued to the proposer for the preparation of the proposal shall be covered in the proposal and shall be made a part of the contract. Addenda will be posted on the SLD website under the Form 470.

6. WITHDRAWAL

Any proposer may withdraw their proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for the opening.

7. OPENING

Proposals will be opened at the time and place scheduled in the Notice to Proposers.

8. AWARD OR REJECTION

The award of the Contract will be made as one lot, to the responsive vendor whose proposal is scored by the District's evaluation team, with the highest point total based on the Evaluation Criteria and maximum point totals detailed below. The evaluation, scoring and award decision of the District shall be final. The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the RFP process.

9. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine and be familiar with all RFP documents. The failure or omission of any proposer to receive or examine any contract documents, forms, instruments, addendum(a), or other documents shall in no way relieve any proposer from obligations with respect to this contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

10. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may submit a written request for interpretation or clarification to Erate@oside.us by 4:00 PM on February 07, 2022. Any interpretation or clarification of the documents will be made at least three (3) days prior to the date set for proposal opening by Addendum issued by the Coordinator, and a copy of such Addendum will be mailed, emailed or otherwise delivered to each firm that has requested a set of the documents. Questions and the District's responses will be

copied to all bidders to ensure uniformity. The District will not be responsible for any other explanation or interpretation of the proposed documents.

11. 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 items, unless alternate proposals are called for. A person, firm or corporation submitting a sub-proposal to a proposer, or who has proposal prices on materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers. No person, firm or corporation shall be allowed to proposal who has participated in the preparation of contract specifications; a proposal by such a person, firm or corporation shall be determined to be nonresponsive.

12. EQUAL PROPOSALS

When proposals are equal they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

13. CONDITIONAL PROPOSAL

The District reserves the right to reject any proposal which imposes conditions, or terms, on purchases which were not specified in the original proposal document.

14. DEMONSTRATIONS

If the District considers a need, proposers shall be required to arrange demonstrations of items. Failure to be able to provide such working demonstration may disqualify the proposal.

a) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request be returned at the proposer's expense.

b) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the proposer.

15. PREVIOUS PERFORMANCE

Proposers are advised that the District reserves the right to reject a proposal that cannot demonstrate the ability to provide the products and services required under this contract. Proposers may be required to verify that they have been in the business called for in this RFP for at least three (3) years.

The District intends to solicit proposals from qualified proposers, appropriately staffed, equipped, and currently established in the business of providing food and nutrition products similar to that specified in this RFP.

Service is a factor in the determination of the award. A proposer's past delivery and performance practices relating to any previous or existing contracts will be examined. Proposers who have demonstrated poor performance may be subject to disqualification as non-responsible, disqualifying the proposer for contract award.

16. TOBACCO-FREE DISTRICT:

The District prohibits the use of tobacco, whether smoked or smokeless on any District property.

17. CONTRACT DOCUMENTS/AGREEMENT

The form of the Agreement which the successful proposer will be required to execute and return with its proposal is included in the RFP documents and should be carefully examined by the proposer. The Agreement will be executed in two (2) original counterparts. The complete contract documents consist of the following: the Notice to Proposers, the Information for Proposers, and the Agreement; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract Documents.

18. TERM AND CONTRACT RENEWALS

This proposal is for one year only. If mutually agreeable, the District reserves the right to renew the contract for up to two (2) additional years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the proposer in writing thirty (30) days prior to the expiration of the contract. Proposer shall indicate on the Special Provisions page of this RFP if it would accept the option to renew.

19. ASSIGNMENT

No assignment by the proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the proposer, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented in writing.

20. TERMINATION FOR CONVENIENCE

The District, upon thirty days written notice to proposer, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this proposal. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, the proposer shall be entitled to no further compensation or payment of any type from the District.

21. TERMINATION FOR DEFAULT

If the proposer refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the proposer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the contract. Unless such violation(s) cease and

arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

22. DAMAGES

The District shall hold the successful proposer liable and responsible for all damages which may be sustained because of the proposer's failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

23. ETHICS

The District expects the proposers to maintain high ethical standards in engaging in the competitive procurement process. The proposal amount of one proposer should not be divulged to another before the award of the contract. The District may consider any proposer found to be engaging in such practices to be non-responsible and may reject its proposal.

24. EQUAL EMPLOYMENT OPPORTUNITY

In the execution of this contract, the successful proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The proposer shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Proposer must complete and sign the Equal Employment Opportunity Statement which must be attached.

25. TOBACCO-FREE DISTRICT

The District has been designated as tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. Bidder must sign the Tobacco-Free Certification form which must be attached.

26. DRUG-FREE WORKPLACE

The Drug-Free Workplace Certification form is required from all successful proposers pursuant to the requirements mandated by Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. Proposer must sign the Drug-Free Workplace Certification which must be attached.

27. FILING A PROTEST

A proposer may protest a bid award if he/she believes that the award was inconsistent with Board policy, the bid's specifications, or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of intent to award the contract. The proposer shall submit all documents supporting or justifying the protest. A failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the proposer in order to attempt to resolve the problem.

The proposer may appeal the Superintendent or designee's decision to the Board by providing written notice to the Superintendent no later than three (3) business days following the date of issuance of the District's written decision regarding the protest. The Superintendent or designee shall provide reasonable notice to the proposer of the time for Board consideration of the protest. The Board's decision shall be final.

28. CONTACT WITH PUPILS

In performing this contract, the successful proposer may be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful proposer will be subject to California Education Code requirements for background checks and supervision prior to any contact or communication with pupils. In the event the proposer fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the proposer shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the proposer shall be subject to and shall also comply with this provision. The proposer and subcontractors shall be jointly and severally liable for any injury that results from the subcontractors' failure to comply with this provision.

29. WORKERS' COMPENSATION INSURANCE

The District does not furnish workers' compensation insurance for employees of proposer. It is understood that proposers employees and agents are not District employees.

The proposer shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The proposer shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence may result in the District declaring the proposer to be non-responsive or non-responsible.

30. LIABILITY INSURANCE

The insurance required for this contract will be a minimum of:

Public Liability Insurance for injuries
including accidental death to any one
person in an amount not less than.... \$1,000,000.00.

Subject to the same limit for each person
on account of one accident, in an amount
not less than... \$1,000,000.00

Property Damage Insurance in an amount
not less than... \$1,000,000.00

Commercial Automobile Liability Insurance
for owned and non-owned vehicles not less
than... \$1,000,000.00

The proposer shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the proposer shall contain an endorsement which applies its coverage to the District, members of the District's board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insureds.

Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."

After receiving written notice of cancellation of insurance, proposer shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the proposer's responsibility for payment of damages resulting from operations under this contract.

31. HOLD HARMLESS

The proposer shall hold harmless and indemnify the District and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

- a) Any injury, however caused, to person or property sustained by the proposer or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.

- b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the proposer or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.
- c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The proposer, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board of Trustees, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

32. METHOD OF AWARD AND EVALUATION

Screening and Evaluation of Proposals

Each proposal will be reviewed based on the Evaluation Criteria set forth below. Each factor below will be scored from 1 to 5 (5 being the highest score), then a final score will be calculated for each proposal by applying the weighted percentage for each factor to the numerical scores given and adding each weighted score to arrive at a final sum. The vendor selection process will include the following evaluation and point assignment/rating criteria:

- A. Cost (50%)**– Costs of services provided, with the lowest price, for the requested items receiving the most points.
- B. Cost for Ineligible Services, Products and Fees (15%)**
- C. Prior Experience and/or References (25%)** – Experience in providing uninterruptable power supply equipment for customers. Your experience in dealing with public school districts within San Diego County and providing similar items.
- D. Company Experience, Background, Financial Health, Experience with E-Rate (10%)**

In its discretion the Governing Board may award a contract for the project to a responsive vendor, or may reject all proposals and may, but is not required to, rebid the project. If the Governing Board awards a contract for this proposal, it will be to the vendor who secured the highest point value based on the factors identified in the Information for Proposers. If two or more responsive vendors' proposals receive the same highest point value, the District shall determine the successful vendor by means of drawing a name out of a hat, witnessed by 3 impartial staff members.

- A. District's Discretion:** The purpose of this RFP is to assist the District in selecting an experienced and qualified vendor of of uninterruptable power supply equipment based on price and overall evaluation, as determined by the District in its sole discretion. Therefore, the District has and shall retain the sole discretion to implement any methods or procedures for selection of a vendor of of uninterruptable power supply equipment as the District deems appropriate in order to secure the most cost-effective solution for the District. Without limiting

the foregoing, such procedures may include review of proposals and interviews of one or more vendors of uninterruptable power supply equipment by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others. The District reserves the right to request additional information and/or clarifications from any or all vendors of uninterruptable power supply equipment that respond to this RFP.

- B. **Timing for Selection:** The District anticipates awarding the contract by the end of March 2022, with the goal of entering into an agreement to fulfill the requirements of the E-Rate program and having a signed agreement in place in order to apply for E-Rate funding for the 2022/2023 Program funding year. However, the District reserves the right, in its sole discretion and at any time prior to entering into any such agreement, to alter its anticipated scheduling as related to selection of a vendor of uninterruptable power supply equipment
- C. **Evaluation Criteria:** The criteria set forth above, will be the basis for which the District makes its award, with price being most heavily weighted factor in the decision. Not all of the criteria set forth in the evaluation to determine the best fit for the District can be completely objective. The District will make its determination based on the best interests of its students, faculty, staff and business operations of the District and the technical scoring system in place will be used to identify the qualified proposal that meets the evaluation standards and will be most advantageous to the District. The District's decision will be final.

Each proposal will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

33. E-RATE REQUIREMENTS

The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). Vendors are required to participate and be in full compliance with all current requirements and future requirements issued by USAC, throughout the term and any extensions agreed upon between the vendor and District, as a result of this RFP.

Prices are to remain firm through SLD approval, execution, and duration of the contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with a new price sheet sent to the District.

The successful vendor shall be responsible for providing the District on a timely basis with the applicable E-Rate documents (such as the item 21 attachments and any certifications grids or forms) and for providing discounts in accordance with E-Rate program rules and requirements on a timely basis. It is the vendor's responsibility to maintain an invoicing and accounting system to track E-Rate discounts in a manner that is readily understandable by the District.

In the event that E-Rate discounts are not approved, or only partially approved, the District reserves the right to cancel any or all of the work awarded as a result of this RFP, or to proceed with the project or purchase, in whole or part as the District's needs require. The District may stagger orders for portions of the proposed equipment to facilitate its project timelines. The District reserves the right to forego purchasing the proposed equipment without regard to any possible approved E-Rate funding or to purchase the proposed equipment at the proposed pricing without E-Rate funding. The District may purchase only part of the proposed equipment if E-Rate funding is unavailable.

A. Starting Services/Advance Installation

The annual E-Rate funding year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022).

B. E-Rate Invoicing

- i) The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent. USAC is not to be invoiced until after July 1, 2022.
- ii) All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.
- iii) Prices are to remain firm through SLD approval, execution, and duration of the contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with a new price sheet sent to the District.
- iv) The District reserves the right to fund, or not to fund, regardless of E-Rate approval. In the event that E-Rate discounts are not approved, or only partially approved, the District reserves the right to cancel any or all of the work awarded as a result of this RFP.

C. FCC/SLD Auditability

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its

authorized agents and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right examine any of said materials within a reasonable period of time during said period.

D. Procurement of Additional Goods and/or Services/Coterminous Expiration

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

E. Documentation

The successful vendor shall be responsible for providing the District on a timely basis with the applicable E-Rate documents and for providing discounts in accordance with E-Rate program rules and requirements on a timely basis. It is the vendor's responsibility to maintain an invoicing and accounting system to track E-Rate discounts in a manner that is readily understandable by the District.

Vendors wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the FCC website at <http://universalservice.org/sl/>

34. CONFLICTS CHECK

The District reserves the right, before any contract award is made, to require any firm to whom it may make a contract award, to do a conflict's check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major vendors doing a significant amount of business with the District. The potential contractor must disclaim in writing any conflict of interest. Furthermore, the District reserves its rights to reject the selected firm if its conflicts check reveals actual conflicts and go to the next preferred firm.

35. CONTACT WITH GOVERNING BOARD

Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any board member during the proposal process on any project on which the agent intends to or has submitted a proposal. Any agent, or associate, violating this policy shall be deemed disqualified from this contract opportunity. Should such contact come to light after the contract is awarded and the entity was deemed the successful vendor, the Board reserves the right to cancel any contract awarded.

36. PRIVACY

The District will open and review proposals privately to assure confidentiality and to avoid disclosure of the contents to competing Internet Service Providers prior to and during the review and evaluation process. The District, may, upon applicable request, disclose any

proposal to the extent it is a public record in accordance with California law. All information submitted is to be considered public knowledge and will be subject to the Public Records Act or any other applicable laws.

37. GOVERNING LAW AND VENUE

In the event of litigation, the proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

38. ATTORNEY'S FEES

If suit is brought by either party to this contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the proposer shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

39. EQUIPMENT REQUESTED

Below are tables describing the type and amount of of uninterruptable power supply equipment required for the District's various school sites. Proposers are to populate these tables with unit, extended and E-Rate eligible costs and submit with the other Contract Documents in the proposal submission.

Requested Items

No.	Make & Model or Equivalent	Description	Qty.	Unit Cost	Extended Cost	Erate Eligible Extended Cost
1.	SMTL1000RM2UC APC Smart-UPS 1000VA Lithium-Ion SmartConnect Port Sinewave Rackmount 120V	UPS Equipment	148	\$	\$	\$
2.	SMTL3000RM2UCNC APC Smart-UPS 3000VA Lithium-Ion Sinewave Rackmount 120V With Network Card		21	\$	\$	\$
3.	SMTL1500RM3UC APC Smart-UPS 1500VA Lithium-Ion SmartConnect Port Sinewave Rackmount 120V		6	\$	\$	\$
	Miscellaneous			\$	\$	\$
	Tax			\$	\$	\$
	Shipping			\$	\$	\$
	Total			\$	\$	\$

ALL Schools Combined Total Including tax and shipping:

\$ _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Oceanside Unified School District, a school district organized and existing under the laws of the State of California (“District”) , and _____ (“Contractor”) for:

RFP 2022-01-058P: Uninterruptable Power Supply Equipment

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice to Bidders
Information to Proposers
Agreement
Proposal Form
Renewal Clause
Payment Terms
Non-Collusion Affidavit
Workers Compensation Certification
Equal Opportunity Statement
Drug-Free Workplace Certification
Tobacco Free School Certification
Suspension and Debarment Certification

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the “Contract Documents” or the “Contract.”

2. CONTRACT TERM: the term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from July 1, 2022 through September 30, 2022. Upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be renewed for additional one-year terms not to exceed a total of three years.

3. SERVICES, MATERIALS AND SUPPLIES: The Contractor agrees to furnish the item or items of the stated proposal listed herein, and all transportation, service, labor, and material

necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before date of delivery. It is understood by the Contractor that all items or service will be promptly delivered to the District.

4. CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted proposal.

5. PAYMENTS. The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided in duplicate at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

6. TERMINATION FOR DEFAULT: If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.

8. EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

9. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Contractor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.

10. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.

11. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

12. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

13. HOLD HARMLESS: Contractor agrees to defend and hold harmless the Oceanside Unified School 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 Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The foregoing shall include, without limitation, all claims, demands, actions, liens, judgments, damages, losses, costs or expenses, or other liabilities incurred by reason of:

(i) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the contract documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work or services called for in the Contract Documents.

(ii) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the work or services covered by the contract documents, whether said injury or damage occurs either on or off the District's property.

(iii) Any dispute between the Contractor and any Subcontractor, supplier, surety or other party, including, without limitation, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or material suppliers of any tier or any other person employed in connection with the work or services, and/or filing of any stop payment notice or mechanic's lien claims.

(iv) Breach of any warranty, express or implied.

(v) Failure of the Contractor or its subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement.

(vi) Products installed in or used in connection with the work or services performed.

(vii) This obligation to defend, indemnify, and hold harmless includes any actions by third parties under Labor Code section 2810.

14. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.

16. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Proposers. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

17. CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions or terms on purchases which were not specified in the original proposal document.

18. NON-FUNDING OF E-RATE: The District's obligation to procure services provided under this Contract are contingent upon Oceanside Unified School District receiving a fully funded E-Rate Funding Commitment Decision Letter (FCDL) for each year products will be provided. No termination liability penalties will apply if either E-Rate money discounts are denied, reduced, or discontinued.

19. NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

20. TERMINATION: This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.

21. AUTHORITY TO EXECUTE: The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

CONTRACTOR:

By: _____

Title: _____

Date: _____

DISTRICT:

Oceanside Unified School District

By: _____

Title: _____

Date: _____

Governing Board Approval Date: _____

**RFP 2022-01-058P: Uninterruptable Power Supply Equipment
PROPOSAL FORM**

The Oceanside Unified School District, acting by and through its Governing Board ("District"):

1. Pursuant to and in compliance with the Notice to Proposers and other documents relating thereto, the undersigned proposer, having familiarized the terms of the Contract, the Specifications, and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other contract documents, including Addenda Nos. ____, ____, ____, and ____ on file at the Fiscal Services Department of the District for the prices for the articles listed herein.
2. It is understood that the District reserves the right to reject this proposal in whole or in part; to waive informalities in the proposals or RFP process, and that this proposal shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this proposal.
3. It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the proposal, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Proposer will provide products and services in the time specified in the contract documents.
4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.
5. Total amount of our proposal transferred from the last page of the proposal sheets is
\$_____. .

_____ Dollars

I, _____, the _____ of the proposer, hereby certify under

_____ Name of Signer _____ Title
penalty of perjury under the laws of the State of California, that all of the information submitted by the Proposer in connection with this proposal and all of the representations made herein are true and correct. Executed on this ____ day of _____, 2022 at

_____, _____, California.

_____ City _____ County
Legal Name of Proposer _____

_____ Company
By _____
Signature of Authorized Officer or Agent Printed Name of Authorized Officer or Agent

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the proposer is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if proposer is an individual, his name and signature shall be placed above.

TO BE COMPLETED BY PROPOSER:

Business Address: _____

Telephone: _____

Fax: _____

E-mail: _____

RFP 2022-01-058P: Uninterruptable Power Supply Equipment

RENEWAL CLAUSE

If mutually agreeable, the District reserves the right to consider one-year extensions of this Contract, not to exceed a total of three years. Time of such extension is to begin the day after the end of the initial term of this Contract and will end a full calendar year thereafter. In addition, the District reserves the right to further extend this Contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the Contractor and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of a contract renewal, the District will consider the amount of the price increase stated by the vendor as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the vendor and proven by a test of the market and/or submission of documents.

Vendor to indicate in space provided if it would accept option to renew for the following periods:

FIRST OPTION – October 1, 2022 through September 30, 2022

Yes ____ **No** ____

SECOND OPTION – October 1, 2023 through September 30, 2024

Yes ____ **No** ____

Company Name: _____

Signed: _____

Printed Name _____

Title _____

Date _____

**RFP 2022-01-058P: Uninterruptable Power Supply Equipment
NON-COLLUSION AFFIDAVIT**

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of _____
County of _____

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer had not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has directly or indirectly colluded, conspired, connived, or agreed with any proposer of anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that 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; 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature of Corporate Office

Date

**RFP 2022-01-058P: Uninterruptable Power Supply Equipment
WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.
3. By securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

Proper Name of Vendor

By: _____

Title

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.

RFP 2022-01-058P: Uninterruptable Power Supply Equipment

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

“I hereby certify to the Oceanside Unified School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin.”

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

RFP 2022-01-058P: Uninterruptable Power Supply Equipment
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Oceanside Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

Company Name

Signature

Printed Name / Title

Date

**RFP 2022-01-058P: Uninterruptable Power Supply Equipment
TOBACCO-FREE SCHOOL CERTIFICATION**

The Oceanside Unified School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Oceanside Unified School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective January 1, 1995, per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the Oceanside Unified School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

Signature of Authorized Representative

Printed Name of Above

Title

Name of Company

RFP 2022-01-058P: Uninterruptable Power Supply Equipment
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named proposer on the _____ day of _____, 20____ for the purposes of submission of this proposal.

(Corporate Seal)

BY _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this contract, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

BY _____
Signature

Typed or Printed Name

Title

Date