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FOR RFP# 06-21-22
FIRE & INTRUSION ALARM MONITORING, INSPECTION & REPAIR SERVICES
FOR
SANTA CLARA COUNTY OFFICE OF EDUCATION

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NOTE: The Table of Contents is to be made a part of the above referenced bid.

Jas Sohal
Purchasing Manager

SCHEDULE OF EVENTS
FIRE & INTRUSION ALARM MONITORING, INSPECTION & REPAIR SERVICES

RFP Issuance	1/6/22
Job Site Walk-Through	1/19/22, 10:00 AM
Last Day to Submit Proposal Questions	1/24/22
RFP Due to the SCCOE	2/1/22, 3:00 PM
Interview of Finalists	2/8/22
Contract Award	2/15/22
Contract Start	4/1/22

INSTRUCTIONS AND GENERAL CONDITIONS
FIRE & INTRUSION ALARM MONITORING, INSPECTION & REPAIR SERVICES

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, herein after referred to as the SCCOE, will receive up to, but no later than **Tuesday February 1, 2022, at 3:00 PM** sealed proposals for the award of a contract for: FIRE & INTRUSION ALARM MONITORING, INSPECTION & REPAIR SERVICES.

Proposals shall be received in Purchasing Services at the SCCOE at 1290 Ridder Park Drive, San Jose California 95131 Attn: Purchasing – Mail Code 254.

CONTACT

Interested firms should direct technical questions in writing to Sam Hagler via email at shagler@sccoe.org. Any administrative questions regarding proposal procedures should be directed to Manager, Purchasing Services via email at jsohal@sccoe.org.

JOB WALK

There will be a walk thru for this job on **Wednesday, January 19, 2022, at 10:00 AM** at the SCCOE located at 1290 Ridder Park Drive, San Jose 95131. We will meet in the front lobby. The walk thru is **not mandatory** but highly recommended. Contact person is Sam Hagler, Supervisor of Maintenance & Operations, at (408) 453-6915

SUBMITTAL OF PROPOSAL

The SCCOE is requesting Two (2) copies of the proposals be submitted. All proposals submitted must be in sealed envelopes bearing on the outside the name of the consultant, the address, and the name of the RFP (**RFP# 06-21-22: FIRE & INTRUSION ALARM MONITORING, INSPECTION & REPAIR SERVICES**) for which the proposal is submitted. It is the sole responsibility of the consultant to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the consultant unopened.

PROPOSAL RESULTS

Proposal results are available for inspection in the Purchasing Office at the SCCOE, 1290 Ridder Park Drive, San Jose, California 95131, upon execution of the contract to the successful company.

SIGNING OF PROPOSALS

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

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 consultant 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 assignees of the respective parties hereto.

WARANTY

Vendor warrants to the Santa Clara County SCCOE and/or its SCCOE's that the goods and/or services covered by this order will conform to the drawings, Specifications, samples, description, and time provisions furnished by the Santa Clara County SCCOE and will be of first-class material and workmanship and free from defects; and the Santa Clara County SCCOE 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 Santa Clara County SCCOE and risk of loss before acceptance shall be on vendor. Defective goods rejected by the Santa Clara County SCCOE 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 contractor 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 contractor within one (1) year from the filing of the Notice of Completion shall be made good by contractor without additional expense to the SCCOE.

RIGHT & 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 quote, the Santa Clara County SCCOE 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 Santa Clara County SCCOE, 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 Santa Clara County SCCOE 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 Santa Clara County SCCOE. 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 Santa Clara County SCCOE 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 Santa Clara County SCCOE provided above shall be exclusive

and are in addition to any other rights and remedies provided by the law or under the Contract.

OSHA

All material, equipment, or labor shall comply with the required standards of OSHA and CAL OSHA 1973 as last revised.

COMPLIANCE WITH STATUTE

Consultant hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for ninety (90) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

1. Any cash discounts given to the SCCOE must be so stated on the quote.
2. Cash discounts taken by the Santa Clara County SCCOE, unless otherwise stated on the quote form shall be computed from the total invoice amount. This amount may include material, labor, taxes, shipping, storage and other related costs.
3. Prompt payment discounts offered for payment taken within a specified time period will not be considered in evaluating offers for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
4. In connection with any discount offered, time will be computed from date of complete delivery of the services specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work bid 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 telephone modification of any proposal submitted will be considered, and a telephone modification may be considered only if the postmark evidence that a confirmation of the telephone duly signed by the consultant was placed in the mail prior to the proposal opening.

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 PROPOSALS

Consultants may withdraw their proposal either personally, by written request, or by a phone call request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

EVIDENCE OF RESPONSIBILITY

Upon the request of the SCCOE, a consultant whose proposal is under consideration for award may be required to submit promptly to the SCCOE's satisfaction evidence showing the consultant's professional licenses or certificates, financial resources, experience, and organization for the performance of the contract.

LISTING OF SUBCONTRACTORS

Each consultant shall include with the sealed proposal a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, Security Service shall secure the payment of compensation to employees. Security Service shall sign and file with SCCOE the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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." The certificate is included herein.

INSURANCE REQUIREMENTS

Security Service shall take out and maintain and shall require all subcontractor, if any, whether primary or secondary, to take out and maintain:

1. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000;
2. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000;
3. Property Damage Insurance in an amount not less than \$500,000;
4. Worker's Compensation Insurance in an amount adequate to cover all employees;
5. Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000;
6. Automotive and truck where operated in amounts as above.

PROOF OF CARRIAGE OF INSURANCE

Company shall not commence work nor shall company allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by SCCOE:

1. Certificates and insurance policies shall include the following clause:

- a. "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to SCCOE stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."
2. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

RESPONSIBILITY OF CONTRACOR

Contractor shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including, but not limited to loss, theft, fire, property damage, and glass breakage.

SAFETY AND INDEMNITY

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. No act, service, drawing review or construction review by the SCCOE, the architect, the engineers, or their consultants is intended to include review of the adequacy of the contractor's safety measure, in, on, or near the construction site.

The contractor will hold harmless, indemnify and defend the SCCOE, the architect, the engineers, and their consultants, and each of their officers, employees, and agents from any and all liability claims, losses, or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the SCCOE, the architect, the engineer, and his consultants, and each of their officers, employees, and agents.

All work and materials shall be in full accordance with all applicable OSHA, state, and local laws and regulations. Code compliance is mandatory. Nothing in these plans and specifications is to be construed to permit work not conforming to code.

EXPERIENCE

All labor performed on this contract shall be competent and skilled for this work. All work executed under this contract shall be done in the best, most thorough, substantial, and professional manner.

CLEAN UP

The contractor shall be responsible for necessary cleanup during progress of work, and shall take necessary safety precautions to prevent injury to students, workers, or the public. Upon the completion, the contractor shall remove all of contractor's equipment and debris, leaving the entire area clean and ready to use, all as approved by the SCCOE.

OTHER CONDITIONS

The specifications herein set forth, together with any drawings attached hereto and made a part hereof shall form the basis of a contract between SCCOE and the successful bidder, hereinafter referred to as the Contractor.

The Contractor shall be liable for any damage to buildings or property if said damage is caused as a result of any work done under this contract. As an example, all ceiling tiles damaged by the vendor shall be replaced with matching new or as new tiles.

The Contractor shall be responsible for compliance with whatever codes, laws, regulations, rules, and ordinances which apply to this contract.

The Contractor shall be responsible for adjusting any jurisdictional labor claims in such manner as to assure noninterference with the work of other contractors on the job, and further to assure no delay in the completion of Contractor's own work.

The Contractor shall make no substitution of items, materials, or methods except as approved in writing by the SCCOE. Full compliance with the specifications and drawings shall be required.

The SCCOE shall be held harmless in any suit, action, or dispute arising over license, franchise, or patent infringement involving equipment furnished in the specifications and drawings.

The SCCOE reserves the right to make such alterations, deviations, additions to, or omissions from the Specifications and drawings, including the right to increase or decrease any item or portion of work, as may, in his judgment be deemed necessary or advisable and to require such extra work as may be mandatory for the proper completion of the work. Such changes will be set forth in a contract change order which shall specify, in addition to the work done, the mutually acceptable compensation. When such change involves a deletion or omission of any item or part thereof, the value shall be determined from the contractor's itemized quote.

The SCCOE shall decide all questions which may arise as to the quality or acceptability of items and materials furnished and work performed; as to the acceptable fulfillment of the contract on the part of the contractor; and as to the interpretation of the Specifications and drawings.

It is intended that the specifications and drawings shall include everything requisite and necessary to the proper completion of the work, notwithstanding that every detail of every item or process is not particularly mentioned or delineated.

The Contractor shall comply with the obvious intent and meaning of these specifications and drawings which shall be construed to include all labor and materials, measures, and modes or work necessary to complete the work herein specified in a workmanlike manner.

The Contractor shall check the drawings and specifications prior to submitting quote for compliance with these provisions. No extra payment will be allowed for additional requirements necessary for this provision

if it/they were apparent at the time of the quote and was not taken into account in the preparation of the quote.

THE SCCOE RIGHTS AND OPTIONS

The SCCOE reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate the County Office of Education to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

SPECIFICATIONS
FOR
FIRE & INTRUSION ALARM MONITORING, INSPECTION & REPAIR SERVICES

SCOPE

The Santa Clara County Office of Education is requesting Proposals for Fire Alarm and Intrusion Alarm monitoring, NFPA testing and certification, and system troubleshooting and repair service at: 1290 Ridder Park Drive, San Jose, CA 95131-2398.

Equipment Description:

SPRINKLER MONITORING AND FIRE SYSTEM

- (1) One Quick Start Fire Approved Control Panel – Computer Room
- (11) Eleven power supplies
- (1) One heat detector
- (132) One hundred thirty-two smoke detectors – upstairs closet
- (3) Three Water Flow Valve Switches – rear shop wall
- (2) Two butterfly valve shut-off switches – rear shop wall
- (1) One PIV shut-off switch – exterior front
- (43) Forty-three pull stations – office hall cornet
- (11) Eleven duct smoke detectors
- (3) Three fire smoke dampers
- (8) Eight door holders
- (4) Four elevator recalls
- (1) One Ansul System
- (3) Three Preaction System monitors
- (4) Four fan controllers
- (1) One AC Shutdown switch
- (2) Two Generator trouble monitors – (1) roof, (1) pad
- (1) One DR motor open monitor
- (1) One café evacuation control
- (1) One annunciator – lobby entry
- (246) Notification appliances
- (1) One battery backup for power outages

- (1) One UL Fire System Certification

BURGLAR SYSTEM

One Radionics (Bosch) D7412G Control Panel – Computer Room
Keypads throughout the facility for independent partition arming
Contacts on perimeter doors
Roll up door contacts
Motion detectors
Newer glass break detectors
Temperature alarm

NOTE: All Fire Alarm System AS-BUILT information (FA-1 thru FA-14) are located under RFP#06-21-22 at url: <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>

Commissioning:

Prior to submitting proposal, Contractor to evaluate system to verify feasibility, methods of assuming monitoring, and to verify Contractor will have available any parts and expertise to fulfill all aspects of this contract.

Certified Inspections:

Schedule and provide for all required inspections, UL certificates, renewals, and reports as required by NFPA 72, local, and state agencies. Any testing requiring sounding of alarms, horns, or strobes shall be scheduled for weekends. Schedule shall be set well in advance to assure building conferences are not in use.

Monitoring:

Provide suitably qualified persons for assignments to monitor fire/life safety and intrusion alarm systems at the Santa Clara County Office of Education in accordance with the other sections of this bid.

Monitoring shall be performed on a 24/7/365 basis by a local UL Certified Local Monitoring Station.

Monitoring shall be quoted as a total cost per month.

Service and Repair:

Contractor must be capable of providing emergency service within four hours of notification for emergency repairs and within 24 hours for trouble calls – 24 hours/365 days a year.

Provide cost breakdown for minimum service call, fuel and trip charges, and other costs that may be incurred as part of service and repair.

Assigned technicians shall have a minimum of five years' experience in the field of repair and troubleshooting similar systems in commercial buildings.

Technician to check in upon arrival at site. A service ticket and report of findings/outcome shall be provided upon site departure for each service call.

Contractor Responsibilities:

The Contractor will not transfer or assign duties related to this contract to other companies or agencies without the written approval of the Santa Clara County Office of Education.

The Contractor will be responsible for compliance with all other provisions of this contract. Execution of this contract by the Contractor will be deemed as his certification that he has carefully examined all provisions and appendices, found no conflict between and among them, and certifies to his ability and intent to comply with them.

Monthly invoices shall be detailed and include documentation for all labor and material charges service calls.

Licenses and Affiliations:

Provide a list of Company Licenses and Affiliations as they may pertain to this contract.

Contract Time:

All of the purchases for this Contract shall be for a period of one year with the option for two (2) additional one (1) year renewals at SCCOE's discretion.

EVALUATION CRITERIA

50%	Pricing, hourly rates for all levels of services list in the RFP
25%	Prior experience with the vendor
15%	Interview scores
10%	References of services done of a similar nature in California

AWARD PROCESS

All qualifying finalists may be interviewed. Interview dates and times will be advised. The finalists will be required to keep these times and dates open on their calendar.

A team of Subject Matter Experts (SME) and/or SCCOE staff members will participate in these interviews.

The selection of a successful service provider will be made based on the SCCOE's evaluation and determination of the relative ability of each proposal to deliver quality service in a cost-effective manner.

PROPOSAL FORM
FIRE & INTRUSION ALARM MONITORING, INSPECTION & REPAIR SERVICES

TO: THE SANTA CLARA COUNTY OFFICE OF EDUCATION

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with RFP# 06-21-22 all in strict conformity with the specifications and other contract documents, including addenda nos. ____, and _____, on file at the Office of the Purchasing Manager of the Santa Clara County Office of Education.

BASE BID

Alarm Services

MONTHLY COSTS

Intrusion Monitoring: \$ _____

Fire Monitoring (to include all required inspections, UL certificates, renewals, and reports as required by NFPA 72, local, state, and federal agencies): \$ _____

Total Monthly Cost (Intrusion + Fire): \$ _____

Hourly rate for as needed troubleshooting and repairs related to the fire alarm and intrusion alarm systems: \$ _____

Minimum service call, fuel and trip charges, and other costs that may be incurred as part of service and repair: \$ _____

Intrusion Keypads (4) plus Installation costs: \$ _____

ADDENDA ACKNOWLEDGEMENT (If there any ADDENDUM to the RFP, you must acknowledge it below and submit with the RFP Response): Receipt and acceptance of the following addenda is hereby acknowledged:

No. ____, Dated _____	No. ____, Dated _____
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CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the SCCOE, 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: _____

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.)

NONCOLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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 bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid 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 bid.

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 _____, 2020, at

_____, California

Authority: Public Contract Code 7106
CCP 2015.5 Id5,p.2

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 SANTA CLARA COUNTY OFFICE OF EDUCATION 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.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

The following is SCCOE's Professional Services Agreement that you are expected to sign after award of this RFP and the general conditions listed in the agreement apply to this proposal.

Following are the required documents in this agreement that you must sign and send back with your RFP response:

- **NOTICE TO PARTIES**
- **PSA**
- **W9 FORM**