



Madera County Superintendent of Schools

Request for Proposal

Internal Network Cabling

RFP #MCSOS-FY2019InternalCabling

E-rate Information

FCC Form 470 #: **190022932**

Entity Number: **144043**

NOTICE IS HEREBY GIVEN that **Madera County Superintendent of Schools (MCSOS)**, acting by and through its Governing Board, will receive up to, but not later than **three o'clock p.m. of the 14th day of March, 2019**, proposals for the award of contract for:

Internal Network Cabling RFP #MCSOS-FY2019InternalCabling

SCHEDULE OF EVENTS

EVENT	DATE
MCSOS Publishes RFP/Posts FCC Form 470	February 8, 2019
Mandatory job walk	February 22, 2019
Request for Information (RFI) deadline	February 27, 2019
Addenda and Q and A published	March 5, 2019
Deadline to submit proposals	March 14, 2019, 3:00 p.m.
Notice of Intent to Award	Prior to April 5, 2019
Project start date	Upon E-rate funding approval and issuance of notice to proceed
Project end date	September 30, 2020, or if extension is needed and granted by USAC

Notice of Request for Proposals	4
District Background	5
Scope of Services	5
Length of Contract	5
Submittal Requirements	5
Content Requirements	6
Selection Process	9
Limitations	10
Full Opportunity	10
Restrictions on Lobbying and Contacts	11
Modifications	11
Examination of Site and RFP Documents	11
Other Requirements	11
E-rate Requirements	12
E-Rate Terms and Conditions	12
Official Proposal Form	14
E-rate Information from Contractor	16
Scope of Work and Pricing	17
Attachment “A”	18
Exhibit A	29
Workers’ Compensation Certification	30
Fingerprinting/Criminal Background Investigation Certification	31
Drug-Free Workplace Certification	32
Bid Bond	33
Payment Bond	35
Performance Bond	37
Non-collusion Declaration	40
Appendix A	41

Notice of Request for Proposals

Madera County Superintendent of Schools (hereinafter MCSOS) is seeking to contract with a company (hereinafter Proposer) to assist MCSOS in providing network cabling to locations described in the Scope of Work section of this RFP.

Any company submitting a proposal must be able to provide evidence that said company and its personnel has the expertise and experience in performing the responsibilities this proposal seeks.

Proposers must attend a mandatory meeting and site walkthroughs on February 15, 2019 at 9:00 a.m. Site walk will conclude no later than 11:00 a.m. Meeting place is at location shown below; Dennis Lingo will be the contact person:

**Madera County Superintendent of Schools
Office: 28123 Avenue 14 Madera, CA 93637
Phone: 559-662-6248**

Site walks will commence after a brief introductory meeting to discuss the specifics of the project. Each proposer shall only send 1 representative to meeting. School site map is attached (Appendix A) for proposers for general information related to the site walkthroughs.

Any inquiries regarding this RFP should be addressed electronically to Dennis Lingo, Chief Information Systems Technology Officer, at Dlingo@MCSOS.org. Answers to questions and any addenda, as needed, will be posted on the MCSOS website on the date specified in the Schedule, provided herein, and in the E-rate Productivity Center (EPC).

Proposals will be received in the office of

Madera County Superintendent of Schools
Attn: Dennis Lingo, Chief Information Systems Technology Officer
1105 South Madera Avenue
Madera, CA 93636

Each proposal must conform and be responsive to the requirements of this RFP, a copy of which is now on the MCSOS website, at <https://mcsos.org>

The MCSOS is dependent upon E-rate and MCSOS funding to acquire the services identified in this RFP. Failure to obtain the requisite E-rate funding, in any contractual year, will make any contract, resultant from this RFP, voidable at the option of the MCSOS.

The MCSOS reserves the right to waive any informalities or irregularities in received submittals. Also, MCSOS reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The MCSOS retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

MCSOS Background

The MCSOS is located at 1105 South Madera Avenue, Madera, California. MCSOS has a desire to connect the new PTC CTE building to the MCSOS local area network to enable students the ability to attend state testing. There are currently no existing data cables linking the two buildings.

Additional details will be outlined in the Project Specifications.

Scope of Services

The desired scope of services is set forth in the Project Specifications attached to this RFP. The final scope of services will be appended as Exhibit "A" to the MCSOS's form of Independent Contractor Agreement for Services, a sample of which is distributed with this RFP as **Attachment "A."**

Length of Contract

Depending on RFP submittals, project timelines, and available funding, the resulting two (2)-year contract is subject to E-Rate funding and timelines, and will cover a period from approximately July 1, 2019 through September 30, 2021. The installation and implementation of the Network Cabling may begin as early as April 1, 2019, dependent upon the issuance of the Notice to Proceed.

Submittal Requirements

Requirements for contents of submittals are:

1. The proposer shall submit one (1) paper bound original, one (1) unbound original, and one (1) electronic copy on permanent media in write protected PDF format of their response. (The MCSOS may reproduce additional copies as required.)
2. MCSOS will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.
3. Proposals shall be enclosed in a sealed envelope bearing the description of the RFP name, RFP number and the name of the proposer and submitted on or before the deadline indicated in the schedule to:

Madera County Superintendent of Schools
1105 South Madera Avenue
Madera, CA 93636
Attn: Dennis Lingo

4. Proposals submitted in response to this RFP shall become the property of the MCSOS and be considered public documents under applicable state law.
5. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Proposers must comply with the following format requirements.
 - a. Material must be in 8-1/2 x 11 inch format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Vendor name and RFP # on both cover and spine, with divider tabs labeled with boldface headers of

the Section Contents (e.g., first tab would be labeled "Transmittal/Cover Letter").

- b. The unbound copy shall be marked "Copy for Reproduction" and shall be formatted with: (1) No divider sheets or tabs; (2) pages with proprietary information removed; and (3) a cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.
- c. The electronic copy will only be accepted via flash drive or CD in either Microsoft Office Suite or PDF.

Content Requirements

The following table describes the required format and content for the vendor proposal. Proposals must contain all sections described below, in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

1. TRANSMITTAL/COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the MCSOS needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Proposer **must** include one (1) of the follow statements:

"[INSERT PROPOSER'S NAME] received a copy of the MCSOS's form of Independent Contractor Agreement for Services ("Agreement") attached as Attachment "A" to this RFP. [INSERT PROPOSER'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the MCSOS, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT PROPOSER'S NAME] received a copy of the MCSOS's form of Independent Contractor Agreement for Services ("Agreement") attached as Attachment "A" to this RFP. [INSERT PROPOSER'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the MCSOS, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."

- Proposer shall certify that no official or employee of the MCSOS, nor any business entity in which an official of the MCSOS has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the MCSOS.

- Proposer shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Proposer shall sign and add the following language: *"By virtue of submission of this Proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."*

2. BUSINESS INFORMATION

- Company name.
- Address.
- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Department of Industrial Relations registration number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support).
- Location of office where the bulk of services solicited will be performed.

3. RELEVANT PROJECT EXPERIENCE

- Provide information about prior services furnished by your firm in the last five (5) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
 - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Project name and location.
 - Beginning and end dates of project.
 - Was the project E-rate funded?
 - Square footage.
 - Main program elements.
 - Original budget, proposal amount & final amount at close-out.
 - Briefly state relevance of projects included for consideration in this RFP.

- Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- Key individuals of the firm involved and their roles in the project.
- Any sub-consultants that worked with the firm.

4. **PROJECT TEAM SUMMARY**

- Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the Project(s).
- Each Proposal must include evidence that the proposer is legally permitted and properly licensed to conduct business in the State of California.
- The MCSOS expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the MCSOS reserves the right to approve that team member's replacement.

5. **FEE PROPOSAL**

- Fee proposal shall include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.
- A form of the Agreement has been distributed with this RFP as **Attachment "A."** The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the MCSOS and the selected firm, which shall be negotiated with the successful proposer. *Any objections to the form of Agreement must be identified in your Cover Letter, up to one page, and will not be counted towards page limitation.*

6. **CABLING WORK AND ELECTRONIC EQUIPMENT**

- Proposer must provide as-build diagrams in electronic (email or USB flash memory) and paper copy formats, and cable test results within 90 days of completion of work.

7. **BID BOND**

- Proposals submitted must be accompanied by one of the following forms of proposer's security: (1) a cashier's check made payable to MCSOS; (2) a certified check made payable to MCSOS; or (3) a proposer's bond executed by a California Admitted Surety as defined in Code of Civil Procedure Section 995.120, made payable to MCSOS in the form set forth in the proposal documents. Such security must be in the amount no less than five percent (5%) of the maximum amount of the proposal as a guarantee that the proposer will enter into the proposed contract.
- In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within ten (10) calendar days after notification of the award of the contract, said security will be forfeited.

Selection Process

Proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the RFP. A proposal must meet all mandatory modules/functions to be considered. The MCSOS retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified.

Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The MCSOS may disqualify any proposer for any reason without explanation.

1. The MCSOS may choose to ask clarification questions in writing and include the additional information gathered in this process.
2. Evaluation and rating of the responses will be based on:
 - a. Information provided by the proposer in their response;
 - b. Information provided by the proposer in response to MCSOS clarification questions;
 - c. Information from reference checks;
 - d. Experience and performance history of the firm with similar services;
 - e. Experience and results of proposed personnel;
 - f. Technical capabilities and track record;
 - g. Value of services under proposed fees; and
 - h. Overall responsiveness of the proposal.
3. The quality of the response(s) will be evaluated using the following criteria:
 - a. Completeness
 - b. Thoroughness
 - c. Accuracy
 - d. Compliance with proposal instructions
 - e. Organization and conciseness of descriptive text material
4. RFP proposals will be rated on the following:
 - a. Pricing (40%)
 - b. Service, Experience, and Knowledge (20%)
 - c. Plan (20%)
 - d. References (10%)
 - e. Prior E-Rate Experience (5%)
 - f. Warranties - product & performance (5%)

Additional Scoring: MCSOS reserves the right to select, up to, the top three (3) finalists for oral interviews based on the MCSOS analysis and rating of the proposal package. These interviews will have an additional point rating of up to 15 points. These interviews will be conducted in order to evaluate company expertise, qualifications, operations and services deemed by MCSOS to be in its best interests. The key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for MCSOS evaluation committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. *Any comments or proposed changes to the form of Agreement attached hereto as Attachment "A" shall be provided in writing before the interview and may be the subject of inquiry at the interview.* Upon announcement of recommendation

for contractor award, terms and conditions for service submitted by proposers may be subject to negotiation, as well as any specific terms in the proposals submitted.

5. MCSOS may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. MCSOS may request a proposer to submit additional information pertinent to the review process. The MCSOS also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the evaluation committee's discretion, firms may be asked to arrange a tour of a representative facilities.
6. MCSOS reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. MCSOS reserves the right to award all, part, or none of the work described in this RFP. Each submittal will be scored by an RFP evaluation committee. MCSOS reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. MCSOS makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. MCSOS reserves the right to contract with any firm not participating in this process. MCSOS shall in no event be responsible for the cost of preparing any proposal in response to this RFP, including any supporting materials.

Licenses and permits

Proposer or contractor is responsible to obtain all necessary utility, city, county and state permits for this project. Proposer or contractor is responsible for all necessary traffic control and encroachment permits associated with this project. Contractor is responsible to comply with any construction or specifications requested by City or County agencies.

Limitations

The award of a contract, if at all, is at the sole discretion of MCSOS. MCSOS reserves the right to contract with any entity responding to this RFP. The MCSOS makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. MCSOS shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the MCSOS.

The proposals, and any other supporting materials submitted to MCSOS in response to this RFP, will not be returned and will become the property of MCSOS unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind MCSOS to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the MCSOS and shall not be subject to disclosure under the California Public Records Act until after either: (1) MCSOS and the successful proposer have completed negotiations and entered into an agreement, or (2) MCSOS has rejected all proposals. Furthermore, MCSOS will have no liability to the proposer or other party as a result of any public disclosure of any proposal.

Full Opportunity

The MCSOS hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and

Disabled Veterans Business Enterprises (“DVBE”) shall be afforded full opportunity to submit proposals in response to this RFP and no proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from

participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the contract with any member of the MCSOS, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contract shall be grounds for the disqualification of the proposer.

Modifications

Changes in or additions to the proposal, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal which is not specifically called for in the contract documents may result in the MCSOS rejection of the proposal as not being responsive to the invitation to propose. No oral or telephonic modification of any proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the proposer was placed in the mail prior to the opening of proposals.

Examination of Site and RFP Documents

Each proposer shall fully acquaint himself with the conditions so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Proposers shall thoroughly examine and be familiar with the specifications. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any proposer from obligations with respect to his proposal or to the contract.

- Each proposer, by making his proposal represents that he has read and understands the Contract and Proposal Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.
- Each proposer, by making his proposal, represents that he has familiarized himself with the area of the work and local conditions under which the work is to be performed, including subsurface conditions. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the RFP Documents.

Other Requirements

1. **Fingerprinting.** MCSOS has determined that the fingerprint certification is required by law for this project. Pursuant to Education Code section 45125.1, a fingerprinting compliance certificate is included as part of the contract documents.
2. **Tobacco-Free Policy.** The Governing Board of the MCSOS, in order to create a clean healthy environment for students and employees, has prohibited the use of tobacco products on MCSOS Property or in MCSOS Vehicles. All MCSOS consultants, contractors and vendors shall inform their employees and agents that are performing

services for MCSOS, of the MCSOS objectives of a smoke free environment (Board Policy 1331, Ed Code 48901).

3. **Drug-Free Workplace.** Proposer warrants that Proposer is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.

E-rate Requirements

1. **E-rate Proficiency:** MCSOS expects the Proposer to be thoroughly familiar with Proposer's responsibilities as a result of participating as a Service Provider in the E-rate program. <https://www.usac.org/sl/service-providers/default.aspx>
2. **Service Provider Identification Number:** Proposers must possess and provide a valid E-rate Service Provider Identification Number (SPIN).
3. **FCC Registration Number:** Proposers must provide a valid Federal Communications Commission Registration Number (FCCRN) and evidence of "Green Light" status with the Federal Communications Commission (FCC).
4. **FCC Form 473:** The proposer that is awarded the services based on this RFP agrees to submit the Service Provider Annual Certification (SPAC) form no later than January 30th of each year.
5. **E-rate Bulk Upload Templates:** The winning proposer shall provide the MCSOS a fully completed bulk upload template within seven (7) days of the Notice of Award. The Bulk Upload Templates can be found at https://www.usac.org/sl/applicants/step03/form-471.aspx/#bulk_upload_templates
6. **FCC Form 474:** The MCSOS prefers to pay only its discounted share of the cost of the services, therefore, the Service Provider should have the ability to offer discounted billing and invoice the Universal Service Administrative Company (USAC) using the FCC Form 474.
7. **Invoicing:** Invoicing will begin on or after July 1, 2019.
 - a. Equipment may be purchased and installation services may be rendered as early as April 1, 2019, only with written notice from MCSOS.
 - b. In such cases as mentioned in 7a, the Proposer shall not invoice USAC prior to July 1, 2019.
 - c. Invoices must be reviewed and approved by MCSOS before the Service Provider submits them to USAC for payment.
8. **Lowest Corresponding Price:** Proposal acknowledges that all pricing in the proposal submitted as a result of this RFP is considered the Lowest Corresponding Price (LCP). Any deviation of the LCP must be fully explained in the proposal.

E-Rate Terms and Conditions

1. **Contingency:** The services/project procured using this RFP may be contingent upon the approval of E-rate funding as requested. Services/Products should not be delivered to MCSOS until a Notice to Proceed has been issued by MCSOS to the Service Provider.
2. **Right to cancel:** The MCSOS reserves the right to cancel the services/project regardless of the status of E-rate funding.

3. **Bulk Upload Templates:** Winning proposer agrees to provide a completed bulk upload template for use in the E-rate Productivity Center. Templates can be found at https://www.usac.org/si/applicants/step03/form-471.aspx/#bulk_upload_templates
4. **Program Integrity Assurance:** Winning proposer agrees to respond to any inquiries from the Universal Services Administrative Company (USAC) or the FCC within five (5) business days.
5. **Service Substitutions:** Service Substitutions must be approved by USAC prior to installing equipment or starting services.

WE THANK YOU FOR YOUR INTEREST IN THIS PROJECT!

Official Proposal Form
RFP #MCSOS-FY2019InternalCabling

To: Madera County Superintendent of Schools

From: _____
Name of Proposer

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully studied the proposed scope of work and he proposes and agrees if this Proposal is accepted that he will supply and service Madera County Superintendent of Schools with said project in the manner therein prescribed in the RFP document.

Proposer acknowledges receipt of Addenda Number(s)____,____,____, and____.

It is understood that MCSOS reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period of one-hundred twenty (120) days.

The undersigned declares that the RFP Documents, without limitation, have been read and agrees to furnish and deliver service, at the total price stated in accordance with specifications of the Contract Documents. Any price increases are dependent upon prior approval by the District.

RFP #MCSOS-FY2019InternalCabling in its entirety, all Addenda, and the documents submitted as per list on page 5 of the RFP are hereby made a part of the contract.

As per new requirements from the Department of Industrial Relations pursuant to the public works contractor registration program set forth in Senate Bill 854; the District is required to fill out a form alerting the DIR of the services proposed outlined in the RFP. In order to comply, information below is required to complete said form. Please answer below:

Have you registered and met all requirements using the DIR online application:
Yes _____ No _____

If yes, what is your registration number? _____ . (Please submit proof of registration.)

Pricing detail by section is presented in the attached Scope of Work & Pricing hereto attached. DISTRICT is not responsible for Proposer's miscalculations.

The required list of proposed subcontractors (if applicable) is attached hereto, and the undersigned represents and warrants that such list is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, emailed, or delivered to the Proposer after award of RFP, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the Proposer will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates of Insurance and any other specified document.

Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the Proposer named below:

Name _____
Title _____
Address _____

The undersigned hereby warrants that the Proposer has a current business license to be able to conduct business in the State of California.

License # _____ Expiration Date: _____

It is understood and agreed that if requested by MCSOS, the Proposer shall furnish a notarized financial statement, references, and other information required by MCSOS sufficiently comprehensive to permit an appraisal of Proposer's ability to perform the contract.

MCSOS fully reserves the right to cancel the contract at any time and/or limit quantities, number of sites due to non-availability or non-appropriation of funds.

NOTE: If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the documents shall bear the corporate seal; if Proposer is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contract on behalf of the partnership; and if Proposer is an individual, his signature shall be placed above.

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name

Mailing Address (PO Box or street) State and Zip Code _____

Name of Authorized Representative _____

Signature _____

Title _____

Type of Business (Corp, Partnership, Sole Proprietorship) _____

Telephone Number _____

Facsimile Number _____

E-rate Information from Contractor

Service Provider Identification Number (SPIN)	
Contact person and title	
Address	
City, St, Zip	
Phone number	
Email address	
FCC Registration Number	
Number of years participating in the E-rate program	
Has company or any principle of company ever been suspended from the E-rate program?	

By submitting a proposal in response to this RFP, Contractor agrees to the following:

1. Timely response to any request for information from the District or it's agents. "Timely" is considered to be within five (5) to seven (7) days of initial request.
2. The MCSOS is dependent upon E-rate and MCSOS funding to acquire the services identified in this RFP. Failure to obtain the requisite E-rate funding, in any contractual year, will make any contract, resultant from this RFP, voidable at the option of the MCSOS.
3. Contractor agrees to maintain all records associated with this project for a minimum of ten (10) years after the last date of service, in accordance with E-rate requirements.

Signature

Date

Print or type name

Title

Scope of Work and Pricing

The MCSOS is seeking a proposer to provide a fiber cable from the MCSOS communication hub located at 28123 Avenue 14 to the new Pioneer Technical Center CTE classroom, located directly across from 28123 avenue 14. Another fiber cable will need to be ran between the new Pioneer Technical Center CTE building and Apollo Campus on the same block. Awarded proposer will work closely with the MCSOS technology team to determine detailed specifics during the installation process to assure that all requirements are met.

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and installation/professional services. E-rate eligibility should be clearly identified.

The general scope of the project will be as follows:

- Proposer shall install a new 6 strand 50 micron multimode or equivalent fiber cable from the Main Distribution Frame located in the server room at 28123 Avenue 14 to the IDF located inside of the Pioneer Technical Center CTE building. (See attachment b)
- Proposer will run the fiber strand under the roadway, at 28123 Avenue 14, Madera to the new Pioneer Technical CTE building approximately 400 feet away.
- Proposer will run another fiber cable between Pioneer Technical Center CTE and Apollo Campus IDF Cabinet.
- Proposer shall install 50 micron multimode or equivalent fiber patch panels and trays at MCIA MDF, CTE IDF, and Apollo IDF. Terminate fiber to LC connectors and test each fiber strand.
- Proposer may suggest new wiring paths to accomplish linking MCIA and the CTE buildings.
- All material should be new. Used, refurbished or repurposed material will not be acceptable.
- Removal of any non-functional / non-used cable if there is a limitation on the conduits for the new 50 micron multi mode cable is acceptable, however should be reviewed with MCSOS technical contact. If a cable is removed that affects any existing service, the cable will be replaced at the expense of the proposer.
- Proposer will obtain any and all required permits / licenses for this project.
- All 50 micron multi mode or equivalent fiber drops should be terminated into rack mounted fiber patch panel (LIU) that can be certified and tested. Testing results of all drops must be provided at end of installation.
- Proposer shall purchase a 12U-enclosed rack for use as the IDF at the CTE building.
- Refer to Appendix A for a diagram of the project.

Attachment “A”
(See attached form of Agreement)

Sample Independent Contractor Agreement
(Install new network cabling)

This Independent Contractor Agreement for Services (“Agreement”) is made and entered into as of the _____ day of _____, 2019 by and between the Madera County Superintendent of Schools, (“MCSOS”) and [INSERT NAME OF CONTRACTOR] (“Contractor”), (together, “Parties”).

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Contractor shall provide the services as further described in **EXHIBIT A**, attached hereto and incorporated herein by this reference (“Services”).
2. **Term.** Contractor shall commence providing services under this Agreement after E-rate funding approval has been issued and after the Notice to Proceed has been issued. Contractor will diligently perform as required and complete performance by September 30, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time, or an extension for delivery of service has been approved by the Universal Service Administrative Company.
3. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and MCSOS has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:
 - Signed Agreement
 - Workers' Compensation Certification
 - Fingerprinting/Criminal Background Investigation Certification
 - Insurance Certificates and Endorsements
 - W-9 Form
 - Drug-Free Workplace Certification
4. **Compensation.** MCSOS agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$ _____).
MCSOS shall pay Contractor according to the following terms and conditions:
 41. MCSOS expects Contractor to use the Service Provider Invoice (SPI) to collect the approved funds from E-rate, billing MCSOS the non-discounted share. The SPI must be reviewed and approved by MCSOS prior to submitting to USAC for payment. Payment for the non-discounted share of Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the MCSOS. Payment shall be made within thirty (30) days after Contractor submits an invoice to MCSOS for Services actually completed and after MCSOS’s written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:
 - 4.1.1. _____
 - 4.1.2. _____
 - 4.1.3. _____
 - 4.1.4. _____
 - 4.1.5. _____

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **EXHIBIT B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.

4.3. If Contractor works at more than one site, Contractor shall invoice for each site separately.

5. **Expenses.** MCSOS shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for MCSOS, **except as follows:**

5.1. _____.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, coagents, partner, or joint venture of the MCSOS, and are not entitled to benefits of any kind or nature normally provided employees of the MCSOS and/or to which MCSOS's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, MCSOS being interested only in the results obtained.

7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8. Performance of Services.

8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of MCSOS. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to MCSOS.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to MCSOS, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Contractor and MCSOS agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3. **MCSOS Approval.** The work completed herein must meet the approval of MCSOS and shall be subject to MCSOS general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Contractor and MCSOS recognize that Contractor's Services may include working on various projects for MCSOS. Contractor shall obtain the approval of

MCSOS prior to the commencement of a new project.

9. Originality of Services. Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to MCSOS and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by MCSOS as a basis for such services.

10. Ownership of Data. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for MCSOS to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event the MCSOS changes or uses any fully or partially completed documents without Contractor's knowledge or participation or both, MCSOS agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Contractor is found to be liable in a forum of competent jurisdiction. In the event that MCSOS uses any fully or partially completed documents without Contractor's full involvement, MCSOS shall remove all title blocks and other information that might identify Contractor.

11. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles and in accordance with E-rate requirements, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for ten (10) years thereafter. Contractor shall permit the MCSOS, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that MCSOS shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the MCSOS administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to

the Contractor's right to bring a civil action against MCSOS. For purposes of those provisions, the running of the time within which a claim must be presented to MCSOS shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

13.1. For Convenience by MCSOS. MCSOS may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by MCSOS shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. With Cause by MCSOS. MCSOS may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation of this Agreement by Contractor; or

13.2.2. any act by Contractor exposing MCSOS to liability to others for personal injury or property damage.

Written notice by MCSOS shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, MCSOS may secure the required services from another Contractor. If the expense, fees, and/or costs to the MCSOS exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to MCSOS upon the receipt of the MCSOS notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to MCSOS.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the MCSOS, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The MCSOS shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

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15. Insurance.

15.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

15.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the MCSOS, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the MCSOS.)

15.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.2. Proof of Insurance. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the MCSOS and approved by the MCSOS. Certificates and insurance policies shall include the following:

15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to MCSOS, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.3. An endorsement stating that the MCSOS and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation

Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by MCSOS. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the MCSOS.

16. Assignment. The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

17. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the MCSOS and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the MCSOS, in writing, and, at the sole option of the MCSOS, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the MCSOS.

18. Certificates/Permits/Licenses/Registration. If applicable, Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. Anti-Discrimination. It is the policy of the MCSOS that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and MCSOS policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

21. Fingerprinting of Employees. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Although MCSOS has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

21.1. All site visits shall be arranged through the MCSOS;

21.2 Contractor and Contractor's employees shall inform MCSOS of their proposed activities and location at the school site, allowing MCSOS time to arrange site visits without a disruption to

the educational process;

- 21.3.** Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;
- 21.4.** Once at such location, Contractor and Contractor's employees shall not change locations without contacting the MCSOS;
- 21.5.** Contractor and Contractor's employees shall not use student restroom facilities; and
- 21.6.** If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. MCSOS's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The MCSOS may evaluate Contractor in any way the MCSOS is entitled pursuant to applicable law. The MCSOS's evaluation may include, without limitation:

- 23.1.** Requesting that MCSOS employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
- 23.2.** Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

24. Limitation of MCSOS Liability. Other than as provided in this Agreement, MCSOS's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall MCSOS be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Confidentiality. Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

26. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to MCSOS

Madera County
Superintendent of Schools
ATTN: Dennis Lingo
1105 South Madera Avenue
Madera, CA 93637
FAX: _____
EMAIL: dlingo@MCSOS.org

If to Contractor

[NAME OF CONTRACTOR]

_____, California 9_____

[FAX]
ATTN:
EMAIL:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

27. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the MCSOS’s administrative offices are located.

29. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

31. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. Attorney’s Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.

34. Tolling of MCSOS’s Claims. Contractor agrees to toll all statutes of limitations for MCSOS assertion of claims against Contractor that arise out of, pertain to, or relate to contractors’ or subcontractors’ claims against MCSOS involving Contractor’s services under this Agreement, until the contractors’ or subcontractors’ claims are finally resolved.

35. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

36. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

37. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

38. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

39. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES AND CONTRACTOR INFORMATION ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: _____, 2019

Dated: _____, 2019

Madera County Superintendent of Schools

By:

By:

Print Name:

Print Name:

Print Title:

Print Title:

Information regarding Contractor:

Address:

Employer Identification and/or
Social Security Number

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other:

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the MCSOS requires Contractor to furnish the information requested in this section.

Exhibit A
CONTRACTOR'S SERVICES

Contractor's entire Proposal is **not** made part of this Agreement.

Workers' Compensation Certification

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:

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

Date:

Name of Contractor:

Signature:

Print Name and 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 MCSOS prior to performing any Services under this Agreement.)

Fingerprinting/Criminal Background Investigation Certification

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services (“Agreement”):

- Contractor's employees will have only limited contact, if any, with MCSOS pupils and MCSOS will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized MCSOS official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the MCSOS. (Education Code § 45125.1 (c))

Date:

MCSOS Representative's Name and Title:

MCSOS Representative's Signature:

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the MCSOS, or acting as independent contractors of the Contractor, who may have contact with MCSOS pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with MCSOS pupils during the course and scope of the Agreement is attached hereto.”*

CERTIFICATION:

I am a representative of the Contractor entering into this Agreement with the MCSOS and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date:

Name of Contractor:

Signature:

Print Name and Title:

Drug-Free Workplace Certification

PROJECT NO.: **RFP #MCSOS-FY2019InternalCabling** ("Project").

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

The MCSOS is not a "state agency" as defined in the applicable section(s) of the Government Code, but the MCSOS is a local agency and public school MCSOS under California law and requires all contractors on MCSOS projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor 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 or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (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 Agreement 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 MCSOS determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

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.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

Bid Bond

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereinafter called "Surety"), are hereby held and firmly bound unto the Madera County Superintendent of Schools (hereafter called "Owner"), in the sum of _____ (\$ _____) which will and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 2019.

The condition of the above obligation is such that whereas the Principle has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of: Internal Network Cabling (RFP #MCSOS-FY2019InternalCabling)

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within ten (10) days after acceptance (properly completed in accordance with said Bid), and furnished bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnished materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed hereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the OWNER and judgment is recovered, the Surety shall pay all costs incurred by the OWNER in such suit, including without limitation, attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____

ATTEST: (if corporation)

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____

(Corporate Seal)

Payment Bond

KNOWALL MEN BY THESE PRESENTS: That

WHEREAS, the Madera County Superintendent of Schools, hereinafter referred to as MCSOS, has awarded to _____, designated as the "Contractor/Principal," a contract for the work described as follows:

Project: Internal network cabling (**RFP #MCSOS-FY2019InternalCabling**)

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7, [commencing at Section 9550] of the California Civil Code to furnish a Bond in connection with said contract;

NOW THEREFORE, we, the Contractor/Principal and _____ as Surety, are held and firmly bound unto MCSOS in penal sum of

_____ Dollars,
(\$ _____), lawful money of the United States of America for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in the Civil Code Section 3181 or fail to pay for any materials, provisions, or other supplies, used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code, with respect to work or labor thereon of any kind, then said Surety will pay for same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this Bond, such reasonable Attorney's Fees, as shall be fixed by the Court, awarded and taxed as provided in Division 43, Part IV, Title XV, Chapter 7, [commencing at Section 9550] of the California Civil Code.

This Bond shall insure to benefit of any and all Persons, Companies, Corporations named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety of the Bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishings of labor, materials, or equipment thereof, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, not by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of

recovery of claimants otherwise entitled to recover under any such contract or agreement under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

Any claims under this bond may be addressed to:

_____ Name and address of Surety

_____ Name and address of agent or representative in
California, if different from above.

_____ Telephone number of Surety, or Agent or
Representative in California.

IN WITNESS WHEREOF, we have hereto set our Hands and Seal on this _____ day of
_____, 2019.

(Corporate Seal)

Contractor/Principal

By:

Signature

Print Name and Title

Surety

By:

Signature

Print Name and Title

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Madera County Superintendent of Schools, hereinafter referred as MCSOS, has awarded to _____, designated as the "Principal", a Contract for the work described as follows:

Project: Internal Network Cabling (**RFP #MCSOS-FY2019InternalCabling**)

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW THEREFORE, we, the undersigned Contractor, as Principal and _____ as Surety, are held and firmly bound to the District in the Sum of _____ Dollars (\$ _____) (this amount being not less than One Hundred Percent (100%) of total bid price of the contract awarded by MCSOS to the Contractor/Principal), lawful money of the United States of America, for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators; successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by the well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, including, but not limited to, the provisions regarding contract and any alteration thereof made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning; then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by MCSOS, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the MCSOS from loss or damage made evident during the period of (1) year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation to Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the MCSOS to be, in default under the contract, the MCSOS having performed the MCSOS obligations thereunder, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such

bidder and MCSOS, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The Term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by MCSOS under the contract and any modifications thereto, less the amount previously properly paid by MCSOS to Contractor/Principal.

Surety expressly agrees that MCSOS may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligation in the event of default by the Contractor/Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if MCSOS, when declaring the Contractor/Principal in default, notifies Surety of the MCSOS objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the MCSOS named herein or the successors or assigns of MCSOS. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification to the Project Documents or of the work to be performed thereunder.

Contractor/Principal and Surety agree that if MCSOS is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay MCSOS reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

(Corporate Seal)

Contractor/Principal

By: _____
Signature

Print Name and Title

Surety

By: _____
Signature

Print Name and Title

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

(Mailing address and telephone
No. of Surety)

Non-collusion Declaration

State of California)

)

County of Madera)

_____, being first duly sworn, deposes and says that he is _____ (title) of the _____ (Name) party making the attached bid; that the 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a 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 conference with anyone to fix the bid price of the bidder or any other bidder, 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2019 at _____, California.

_____ Signature

Appendix A

MCIA, Apollo & PTC
Network Map February 2019

