

MONROE COUNTY

MONROE COUNTY BOARD OF COMMISSIONERS

INVITATION TO BID

FOR

CELLULAR PHONE SERVICE WITH WIRELESS INTERNET ACCESS FOR

MONROE COUNTY GOVERNMENT AND

MONROE COUNTY BOARD OF EDUCATION

BID NUMBER – CGD1155-06-21

**Monroe County Department of Finance
103 College Street South Ste 9
Madisonville, Tennessee 37354
(423) 442-9383**

**Monroe County Board of Commissioners
Madisonville, Tennessee 37354
(423) 442-9383**

Bid Prepared By:

Invitation to Bid Number:

Monroe County Finance Department

CGD1155-06-21

June 29, 2021

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, J.P. Kennedy Building, until, but no later than **2:00PM (EST.) local time prevailing, June 29, 2021**, and then publicly opened and read for the purchase of Cellular Phone Service with Wireless Internet for Monroe County Government and Monroe County Board of Education, as authorized by the Monroe County Board of Commissioners.

No bid can be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

To be considered, your bid must be submitted on the copy of this Invitation to Bid. Bidders shall sign this form in the space provided and submit bid document to Monroe County Department of Finance, 103 College Street South Ste. 9, Madisonville, TN 37354. Bids shall be returned in the enclosed bid envelope, properly completed and sealed. Bids will not be accepted via fax machine or e-mail.

Time is of the essence and bids received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The date and time stamp in the Finance Department shall determine the time of receipt. Bidders are responsible for ensuring that the Finance Department personnel stamp their bids before the deadline indicated. Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from any future bid/vendor list.

If you desire not to quote on the Invitation, please forward your acknowledgment of NO BID. Return of the "Terms and Signature Sheet" with authorized signature and indication of NO BID is appropriate. Failure to comply may cause for removal of your company's name from the bid list for subject commodity.

It is the policy of Monroe County, Tennessee to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21. No person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, sex, disability, or national origin.

1. Award

Owner reserves the right to reject any or all Bids/Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids/Proposals. Owner further reserves the right to reject the Bid/Proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid/Proposal of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the work and to negotiate contract terms with the Successful Bidder. More than one Bid/Proposal for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid/Proposal for the work may be cause for disqualification of the Bidder and the rejection of all Bids/Proposals in which that Bidder has an interest. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid/Proposal is the best interest of the Project. Disputes arising from the award of the Bid/Proposal must be submitted in writing to the Monroe County Purchasing Agent and received no later than three (3) calendar days from contract award date. In the event no funds are appropriated by Monroe County for the goods and services specified or insufficient funds exist for future orders, Monroe County is under no obligation to make a contract award, contract renewal, or purchase.

2. Preparation of Bid/Proposal

- (A) Vendors are expected to examine all Bid/Proposal documents. Failure to do so will be at the vendor's risk.
- (B) Each vendor shall furnish all information required by the request. The vendor shall sign the Bid/Proposal documents; erasures or other changes shall be initialed by the person signing the offer.
- (C) Unit price shall include freight unless otherwise specified in the request. In case of discrepancy between any unit price and an extended price, the unit price shall govern.
- (D) Vendors must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the invitation.
- (E) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

3. Availability of Requested Items

Vendors must accept responsibility for verifying availability of specified items prior to submission of the Bid/Proposal. Vendor shall notify the County no less than 96 hours prior to the Bid/Proposal deadline per Tennessee Code Annotated (T.C.A.) § 12-4-126 if specified items are discontinued, replaced, or will not be available for an extended period of time.

4. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective vendor to notify Monroe County Purchasing if there is a question as to the specifications or Bid/Proposal procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less than 96 hours prior to the Bid/Proposal deadline per T.C.A. § 12-4-126. These requirements also apply to specifications or procedures that are in error or ambiguous.

5. Delivery

Delivery will be f.o.b. destination unless otherwise specified in the bid document. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer.

6. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

7. Addenda

No modifications to the Bid/Proposal shall be binding upon the County unless made in writing by an authorized representative of the Monroe County Purchasing Department. Bid/ Proposal addenda, if issued, are posted on the County's website: www.monroetn.com. Prior to submitting a Bid/Proposal, it is the responsibility of the vendor to ascertain that they have received all addenda issued and Bid/Propose accordingly. No addenda will be issued later than 48 hours prior to Bid/Proposal deadline per T.C.A. § 12-4-126.

8. Submission of Bid/Proposal

- (A) Bids/ Proposal shall be enclosed in a sealed envelope and addressed to the Monroe County Purchasing Department, 103 South College Street, Madisonville, TN 37354. The name and address of the vendor shall be identified on the face of the envelope along with the Bid/Proposal number and title. Bids/Proposal for construction projects exceeding \$25,000 must include the required contractor license information on the face of the envelope per T.C.A. § 62-6-119.
- (B) Monroe County does not accept Bids/Proposal by facsimile or any electronic transmission. See Clause 9 under Terms and Conditions of the request for Bid/Proposal regarding Bid/Proposal modifications or withdrawal.
- (C) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at vendor's request and expense unless otherwise specified in the Invitation.

9. Modification or Withdrawal of Bids

Bids/Proposal may be modified or withdrawn by signed written notice to Monroe County Purchasing or in person by an authorized vendor representative provided the modification or withdrawal is received prior to the Bid/Proposal deadline. A vendor representative making a modification in person shall have proper identification and shall initial the charge. The vendor representative shall sign a receipt for the withdrawal of a Bid/Proposal. A telegraphic notice with an authorized signature would be acceptable for Bid/Proposal modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The telegraphic communications shall not reveal the Bid/Proposal price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

10. Late Bids/Proposal

It is the responsibility of the vendor to deliver their bids or proposal modification on or before the deadline date and time. The time of record will be the date/time stamp of the Monroe County Finance Department. Late Bids/Proposals will not be considered or returned.

11. Qualifications of Vendors

In evaluating Bids/Proposals, Owner will consider whether or not the Bids/Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid/Proposal Form or prior to the Notice of Award. Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. The County may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work and the vendor shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any Bid/Proposal if the evidence submitted by or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. Subcontracts

The vendor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

13. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of the Bid/Proposal, require that all decisions made as to matters concerning this Bid/Proposal be made on an individual firm basis. By signing this Bid/Proposal, the vendor certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's Bid/Proposal. Any concerted activity with respect to this Bid/Proposal will be reported to the Antitrust Division of the Office of Attorney General, State of Tennessee

14. Compliance with Applicable Laws

The vendor shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

15. Bid/Proposal Acceptance

Bid/Proposal prices quoted shall be subject to acceptance by the County for a period of sixty (60) calendar days from the Bid/Proposal deadline, unless vendor indicates otherwise in their Bid/Proposal. If awarded the Bid/Proposal within the time frame specified, vendor agrees to furnish all services described or specified

16. ACCEPTANCE OF BID CONTENT

The successful contractor's bid content shall become a contractual obligation if procurement action ensues. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

17. Notification to County

If no Bid/Proposal is to be submitted in response to this Bid/Proposal, it is not necessary to return the request; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

18. Standard Contract

Monroe County reserves the right to incorporate standard county contract provisions into any contract negotiated as a result of any Bids/Proposals submitted in response to the Request for Bid.

19. News Releases

News releases pertaining to this procurement or any part of the Bid/Proposal shall not be made without the written approval of the County Purchasing Director.

1. Definitions

- A. The "County" is Monroe County, Tennessee, and includes its designated representatives.
- B. The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.
- C. The "Specifications" include instructions to vendors, the terms and conditions of purchase, the definitions and the technical specifications of the work.
- D. A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who perform services of the project.
- E. "Calendar Days" are consecutive days, as occurring on a calendar without regard to the day of the week, month, year, or holidays.
- F. The National Institute of Governmental Purchasing (NIGP) Online Directory of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

2. Contract Terms

Upon award, the performance of the contract shall be covered solely by the terms and conditions set forth herein. Authorization to furnish goods/services will be made via purchase order, or blanket order as appropriate, signed by the County Purchasing Agent and Finance Director or other designated personnel. Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

3. Contract Modification

The contract expresses the complete agreement of the parties. Any changes hereto must be in writing and signed by the County Purchasing Agent. No other individual is authorized to modify the contract in any manner.

4. Delivery Requirement

To insure adequate service level to the people, Monroe County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If deliveries are not made or services performed at the time agreed upon, the County reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

5. Transportation Charges

When terms of delivery or conditions of this order are f.o.b. destination, all transportation charges shall be paid by the seller.

6. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

8. Indemnification and Insurance

If any work covered by this contract is to be done on the County's premises, Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage.

9. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

10. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

11. Invoices

Invoices shall be submitted to address as noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

12. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

13. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

14. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent. The seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

15. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

16. Public Notice – Title VI of the 1964 Civil Rights Act

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anyone who believes that an agency or local government receiving federal financial assistance has discriminated against someone on the basis of race, color, or national origin has a right to file a complaint within 180 days of the alleged discrimination. Inquiries and charges of violations concerning Title VI should be directed to the Human Resource Director of Monroe County.

17. Non-Conflict

No employee, officer or agent of Monroe County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract will forthwith be physically amended to make such assertion or correction.

19. Termination of Contract

The County reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the contractor or by any of his subcontractors, in the sole judgement and discretion of the Purchasing Agent. In the event of such termination, the Contractor shall be liable for any excess cost incurred by County. If the contract is so terminated the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

The Contract may be cancelled without cause by either party with the giving of written notice of no less than 60 calendar days.

SUMMARY

Monroe County Government and Monroe County Board of Education are seeking quotes for Cellular Phone Service for both single and multi-year contracts. We are seeking an estimated 275 cellular phones with 500 minutes per user per month, including voice mail, text messaging, 3-way calling, call waiting, wireless internet access, caller ID, and access to an application market if available. All plans proposed must include detailed billing, paper, and online account access.

All required information must be included within the mandatory bid form.

All areas within the geographical district must have 100% connectivity-minimum three bars, **Repeaters, only if required to provide service.** All services must be provided solely by a single vendor.

All equipment costs must be included and identified separately. The Bid must cover the total cost of successfully converting any users to the new service.

ADDITIONAL INFORMATION TO BE PROVIDED BY BIDDER:

1. Indicate any options available.
2. Costs: Detail all service costs with cost of supported cell phones separate.
3. Please show applicable discounts separately.
4. Percentage of coverage for Monroe County.

SPECIAL CONDITIONS:

1. Prices to remain firm through (Schools and Libraries Division) SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Monroe County Government/ Board of Education and documented with new price sheet sent to or service from the manufacturer, said decrease shall be passed on to the Monroe County Government and the Monroe County Board of Education.
2. Any prospective bidder, who contacts any Monroe County Government or Board of Education Board Member during the Bid process, will be disqualified from consideration for the Bid award.

NOTES:

1. This Bid is subject to E-Rate and District funding availability, although your proposal should include service for all 275 cell phones, some phones may not be eligible for E-RATE funding.

ONE YEAR ANNUAL TERM WITH POTENTIAL ANNUAL EXTENSIONS

Monroe County Government/Board of Education is requesting the selected vendor enter into a one-year contract for E-Rate Eligible Equipment and Services with the option to extend the contract on an annual basis for a maximum of five (5) years. Extension(s) to be determined at the sole discretion of Monroe County Government/ Board of Education based upon the best interest of Monroe County. The contract shall begin on July 1, 2021 and end June 30, 2022; with the potential to be extended on an annual basis for a maximum of four (4) years at the sole discretion of Monroe County Government/ Board of Education.

VENDOR REQUIREMENTS

All companies participating in the bid process must have approved State or Multi-State Multiple Award Schedules. The vendor must meet or exceed all minimum qualification requirements.

All submitted quotes must provide at a minimum, all requested information in this bid document. **Any portion not included will be cause of elimination from the bid process.** Each response will be reviewed to determine if it is complete. The information should be organized as indicated in the bid requirements. Any portions of the submitted bid, which are to be treated by Monroe County Government/ Board of Education proprietary and confidential information, must be clearly marked as such.

Monroe County Government/ Board of Education reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.

1. Vendors must submit all approved Multiple Award Schedules that are required for this project:
Multiple Award Schedule Cellular Phone Service

BID EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. The company may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the Monroe County Government/ Board of Education technology needs.

SPECIAL INSTRUCTIONS & INFORMATION TO BIDDERS

1. Each bid shall be submitted on forms supplied by Monroe County Government. Each bid shall conform and be responsive to the county/school system's specifications. The bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed in the bid shall be attached to the bid form.
2. Two copies of the bid must be submitted.
3. All bids must be marked on the outside of the package as follows: Bid CGD1155-06-21
4. It is the sole responsibility of the bidder to see that his proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected.
5. QUESTIONS RELATED TO THE BID: Only questions submitted via e-mail will be answered and should be directed to: Heather Hunt, at heather.hunt@monroetn.com. Please send notification to same e-mail that bid has been received. This will insure that you are notified in the event an addendum is sent out.
6. TYPE WRITTEN/WRITTEN IN INK: All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
7. ERASURES: The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.

8. QUOTE SEPARATELY: Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
9. ALL COSTS INCLUDED: All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of Monroe County Government/ Board of Education owned existing equipment referenced herein. These specifications are meant to outline Monroe County Government/Board of Education's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
10. TAXES AND INSURANCE: All insurance that may be required shall be included in all bid response quotations.
11. SIGNATURE: The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
12. MODIFICATIONS: Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in Monroe County Government/ Board of Education's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered
13. EXAMINATION OF CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
14. ERROR IN PROPOSAL: Any claim by bidder of error in their proposal must be made before proposals are opened, or the claim shall be deemed waived.
15. AWARD OF CONTRACT LIMITATION: No proposal will be accepted from or contract awarded to any party or firm in arrears to the Monroe County Government/ Board of Education, or who is a defaulter as surety, contractor or otherwise.
16. EVIDENCE OF RESPONSIBILITY: Upon the request of Monroe County Government/ Board of Education, a bidder whose proposal is under consideration for the award of the contract shall submit promptly to the Monroe County Government/Board of Education's satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
17. THE CONTRACT: The bidder to whom the award is made shall be required to enter into a written contract with Monroe County Government/Board of Education. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
18. PREVAILING LAW: In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
19. BRANDS. When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. Monroe County Government/Board of Education shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by Monroe County Government/Board of Education as the standard of quality and utility.
20. SAMPLES. Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to Monroe County Government/Board of Education.

21. **FEDERAL OR STATE REGULATIONS.** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
22. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the approval of the Board of Education & the Monroe County Purchasing Committee. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
23. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS.** The Bidder shall save, keep, bear harmless, and fully indemnify Monroe County Government/Board of Education and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by Monroe County Government/Board of Education, or by any of its officers or agents of items to be supplied by the Bidder.
24. **DELIVERY.** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the Monroe County Government/Board of Education as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from Monroe County Government/Board of Education. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by Monroe County Government/Board of Education in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.
25. **INSPECTION OF ITEMS FURNISHED.** All items furnished shall be subject to inspection and rejection by Monroe County Government/Board of Education for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
26. **INABILITY TO PERFORM.** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
 - a. The Bidder shall send written notice to Monroe County Government/Board of Education of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by Monroe County Government/Board of Education or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. Monroe County Government/Board of Education may cancel the contract or purchase order, entirely or in part.
 - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by Monroe County Government/Board of Education of a new purchase order or other written instruction.
27. **WARRANTY-PRODUCT.** By provided a responsive bid, bidder warrants that all articles furnished by bidder shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the Monroe County Government/Board of Education and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
28. **EQUAL OPPORTUNITY EMPLOYMENT.** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment,

including Executive Order No. 11246 of September 24, 1965.

29. No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall exercise its best judgment for the benefit of Monroe County Government/Board of Education in making a decision whether to proceed or not, depending on all the facts and circumstances.

30. ARBITRATION: All claims of \$375,000 or less which arise between the bidder and Monroe County Government/Board of Education shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

31. E-RATE PARTICIPATION: Monroe County Board of Education is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The Monroe County Government/ Board of Education reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

32. SPIN: Each vendor providing services to Monroe County Board of Education as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Corporation can be reached online at:

<http://www.slcfund.org> – click on “Service Provider Area”.

Must be submitted in response:

- One original and one complete copy of Bid
- Completed Litigation History
- References
- W-9

Price of Service

Please specify if your price is on a monthly or yearly basis.

Total price of service for Monroe County Government:_____

Total price of service for Monroe County Schools:_____

Percent of coverage provided for Monroe County:_____

Please place any documents with additional information after this page.

Vendor References

The vendor must be able to provide a list of three (3) references, including the name, complete address, contact person, phone number.

Name: _____

Complete Address: _____

Contact Person: _____

Phone Number: _____

Name: _____

Complete Address: _____

Contact Person: _____

Phone Number: _____

Name: _____

Complete Address: _____

Contact Person: _____

Phone Number: _____

Litigations (This section must be completed)

NO _____

YES _____

Name of Case (include case or docket number):

Court in which case is filed:

Description of claims that are subject to any litigations:

Decision/Verdict of case if concluded:

VENDOR INFORMATION

Please print or type clearly. Complete each section entirely and verify for accuracy.

Company Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Remit To Address (if different from above):		
City:	State:	Zip Code:
Accounts Receivable Contact Person:		
Phone Number(s):	Fax Number:	
Alt. Phone Number(s):	Cell Phone Number(s):	
Email address:		
Number of years in business:		
Business License Number:		State:

BIDDER INFORMATION:

Name of Bidder: _____

(Typed or Printed: Firm, Corporation, Business or Individual)

Business Address: _____

Business has been in business under its present name since: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in this package.

The above named bidder affirms and declares:

1. That the bidder is of lawful age and that no other person, firm or corporation with other person firm or corporation has any interest in this Bid/Proposal or in the contract proposed to be entered into.
2. That this Bid/Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That the bidder is not in arrears to Monroe County upon debt or contract and not a defaulter, as surety or otherwise, upon any obligation to Monroe County.
4. That no officer or employee whose salary is payable in whole or in part from the County Treasury shall be or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the Contract, in the supplies, materials, equipment and work or labor to which they relate, or in any portion of the profits thereof.

BIDDER: _____

BY: _____

(Authorized Signature in Ink)

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

DATE SIGNED: _____

PHONE NUMBER OF SIGNER: _____

