

REQUEST FOR BID PROPOSAL

Notice is hereby given that the Madera County Office of Education will accept bid proposals from qualified vendors for low voltage construction in a new Instructional Center, uninterruptable power systems, VoIP telephone system, computer equipment, network switches and routers and labor and materials for internal internet connections.

Specifications and bid proposal documents may be obtained by the Madera County Office of Education Web Site, www.maderacoe.k12.ca.us , by mail or in person from the Madera County Office of Education, **28123 Avenue 14 Madera, CA 93638, 559-673-6051**. Bids must be returned in a sealed envelope, identified by bid number as noted by each request starting with E-rate 2011-001 and ending with E-rate 2011-006, addressed to and filed with the district office on or before 10:00 AM, **March 18, 2011**

All work pursuant to this contract shall be contingent upon 75% or greater E-Rate funding. In the event of lesser funding, the MADERA COUNTY OFFICE OF EDUCATION may accept all or parts of this proposal, at the discretion of the MADERA COUNTY OFFICE OF EDUCATION.

Note: It is the responsibility of the Vendor to return bids to the Madera County Office of Education by the required date, time, and place. The Madera County Office of Education office is closed on weekends and holidays.

The Madera County Office of Education reserves the right to accept or reject any or all bids or any items therein, to waive any irregularities or informalities, and to contract in the best interests of the Madera County Office of Education.

Dr. Cecilia Massetti
Superintendent

Jeffrey Bottorff
Chief Information Technology Officer

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LEGAL AD TO RUN: Madera Tribune
February 17, 2011 and March 8th, 2011

REQUEST FOR BID PROPOSAL

EACH BID ITEM IN THIS PROPOSAL IS IDENTIFIED BY "E-Rate 2011-004". SEPARATE QUOTATIONS MUST BE INCLUDED WITH EACH SPECIFIC "E-Rate 2011-004" BID.

QUOTATIONS MUST INCLUDE THE SPECIFIED REQUESTED PART NUMBER, MAKE/MODEL, PART DESCRIPTION, QUANTITY, UNIT PRICE, TOTAL PRICE, APPLICABLE SALES TAX, FREIGHT, AND GRAND TOTAL (INCLUDING SALES TAX AND FREIGHT).

ANY SUBSTITUTION UNDER THE "OR SAME BRAND NAME AND FUNCTIONAL EQUIVALENT MODEL" WILL REQUIRE THE BIDDERS TO PROVIDE QUALITY ASSURANCES THAT THE EQUIPMENT WILL PERFORM AS SPECIFIED IN THE BID SPECIFICATIONS. UPON REQUEST OF MADERA COUNTY OFFICE OF EDUCATION, THE BIDDER WILL PROVIDE VALIDATION AFTER INSTALLATION THAT THE EQUIPMENT WILL FUNCTION AS SPECIFIED.

PLEASE SEPARATE ELIGIBLE E-RATE COMPONENTS FROM NON-ELIGIBLE E-RATE COMPONENTS IN YOUR QUOTATIONS.

PLEASE INCLUDE ALL NECESSARY E-RATE INFORMATION INCLUDING SPIN NUMBERS AND COMPANY CONTACT INFORMATION CONCERNING E-RATE BILLING ISSUES.

A BUILDING REVIEW MEETING WILL BE HELD ON FEBRUARY 25TH, 2011 AT 2:00 PM, MADERA COUNTY OFFICE OF EDUCATION, 28123 AVENUE 14, MADERA CA 93638

PLEASE RETURN THE FOLLOWING:

- **ALL PAGES OF THE ORIGINAL BID, SIGNED IN BLUE INK**
- **ALL BID DOCUMENTS WILL INCLUDE A FINAL PRICE PER REQUEST, AS SPECIFIED, ADDITIONAL DETAIL DOCUMENTS CAN BE PROVIDED IN SUPPORT OF THE FINAL BID AMOUNT.**
- **ONE PHOTO-COPY OF ALL PAGES OF THE COMPLETE BID**
- **TWO COPIES OF ALL PRODUCT INFORMATION SPECIFICATIONS OR ANY OTHER SUBMITTALS**

Uninterruptable Power Supply – Internal Connections

E-Rate 2011-004	Qty	Part Number	Description	Unit Price Bid	Total Cost
MCOE Instructional Center	1	APC Galaxy 5000 UPS Module 1	Dual Input KVA = 80 KW = 72 Input Voltage = 480 Output Voltage = 208 Wide = 56 High = 75 Deep = 33.42 Weight = 3447		
	1	APC Galaxy 5000 UPS Battery Module	Model No. _____ Battery Minutes = 60 Total Wide = 48 High = 75 Deep = 33.42 Total Weight = 4120 Number of Cabinets = 1		
	1		External Maintenance Bypass - Adjacent 1 No. of Breakers = 3 High= 75" Wide = 28" Weight = 1340		
	1		Electrical Key Interlock		
	3		Seismic Bracket Kit		
	1		SNMP Network Management Card		
	1		3 year maintenance contract		
	1		Installation of equipment and connection to two Breaker Boxes as designated in building drawings		
	9	APC Smart- UPS	APC Smart-UPS, 1000 Watts / 1440 VA, Input 120V / Output 120V Rack Mount with supporting rails		
	9		Smart UPS signaling RS-232 Cable, and USB cable		
	9		3 Year Maintenance		
			Please itemize all costs		
			A separate quotation must be attached with the bid for this item. The bid must include the following information (if applicable) – One time charges including freight, annual charges, sales tax, and grand total (including sales tax)		

E-Rate 2011-004	Qty	Part Number	Description	Unit Price Bid	Total Cost	
MCOE Administration 28123 Ave 14	1	APC Galaxy 5000 UPS Module 1	Dual Input KVA = 80 KW = 72 Input Voltage = 480 Output Voltage = 208 Wide = 56 High = 75 Deep = 33.42 Weight = 3447			
	1	APC Galaxy 5000 UPS Battery Module	Model No. _____ Battery Minutes = 60 Total Wide = 48 High = 75 Deep = 33.42 Total Weight = 4120 Number of Cabinets = 1			
	1		External Maintenance Bypass - Adjacent 1 No. of Breakers = 3 High= 75" Wide = 28" Weight = 1340			
	1		Electrical Key Interlock			
	3		Seismic Bracket Kit			
	1		SNMP Network Management Card			
	1		3 year maintenance contract			
	1		Installation of equipment and connection to two Breaker Boxes as designated in building drawings			
				Please itemize all costs		
			A separate quotation must be attached with the bid for this item. The bid must include the following information (if applicable) – One time charges including freight, annual charges, sales tax, and grand total (including sales tax)			
			Bid Total			

E-Rate 2011-004	Qty	Part Number	Description	Item Bid	Total Cost
Yosemite Special Education Center.	1	APC Smart-UPS	APC Smart-UPS, 1000 Watts / 1440 VA, Input 120V / Output 120V, <u>Or brand name and functional equivalent model</u>		
	1		Rack Mount with supporting rails		
	1		Smart UPS signaling RS-232 Cable, and USB cable		
	1		3 Year Maintenance		
	1		The bid must include the following information (if-applicable) –One time charges, freight, annual charges, sales tax, and grand total (including sales tax)		
			Total Bid		

E-Rate 2011-004	Qty	Part Number	Description	Item Bid	Total Cost
Howard Special Education Center.	1	APC Smart-UPS	APC Smart-UPS, 1000 Watts / 1440 VA, Input 120V / Output 120V, <u>Or brand name and functional equivalent model</u>		
	1		Rack Mount with supporting rails		
	1		Smart UPS signaling RS-232 Cable, and USB cable		
	1		3 Year Maintenance		
	1		The bid must include the following information (if-applicable) –One time charges, freight, annual charges, sales tax, and grand total (including sales tax)		
			Total Bid		

E-Rate 2011-004	Qty	Part Number	Description	Item Bid	Total Cost
Gould Special Education Center.	3	APC Smart-UPS	APC Smart-UPS, 1000 Watts / 1440 VA, Input 120V / Output 120V, <u>Or brand name and functional equivalent model</u>		
	3		Rack Mount with supporting rails		
	3		Smart UPS signaling RS-232 Cable, and USB cable		
	3		3 Year Maintenance		
	3		The bid must include the following information (if-applicable) –One time		

			charges, freight, annual charges, sales tax, and grand total (including sales tax)		
			Total Bid		
E-Rate 2011-004	Qty	Part Number	Description	Item Bid	Total Cost
Coarsegold Special Education Center.	2	APC Smart-UPS	APC Smart-UPS, 1000 Watts / 1440 VA, Input 120V / Output 120V, <u>Or brand name and functional equivalent model</u>		
	2		Rack Mount with supporting rails		
	2		Smart UPS signaling RS-232 Cable, and USB cable		
	2		3 Year Maintenance		
	2		The bid must include the following information (if-applicable) –One time charges, freight, annual charges, sales tax, and grand total (including sales tax)		
			Total Bid		

E-Rate 2011-004	Qty	Part Number	Description	Item Bid	Total Cost
Pioneer Technical Education Center.	3	APC Smart-UPS	APC Smart-UPS, 1000 Watts / 1440 VA, Input 120V / Output 120V, <u>Or brand name and functional equivalent model</u>		
	3		Rack Mount with supporting rails		
	3		Smart UPS signaling RS-232 Cable, and USB cable		
	3		3 Year Maintenance		
	3		The bid must include the following information (if-applicable) –One time charges, freight, annual charges, sales tax, and grand total (including sales tax)		
			Total Bid		

E-Rate 2011-004	Qty	Part Number	Description	Item Bid	Total Cost
Discovery-Challenger Education Center	2	APC Smart-UPS	APC Smart-UPS, 1000 Watts / 1440 VA, Input 120V / Output 120V, <u>Or brand name and functional equivalent model</u>		
	2		Rack Mount with supporting rails		
	2		Smart UPS signaling RS-232 Cable, and USB cable		
	2		3 Year Maintenance		

	2		The bid must include the following information (if-applicable) –One time charges, freight, annual charges, sales tax, and grand total (including sales tax)	
			Total Bid	

Appendix 1

The Madera County Office of Education employees below is responsible for various aspects of this proposal. Please refer requests for technical clarifications regarding the various 470 forms to the person responsible for the form in question.

Any requests for changes that may materially alter this bid must be made per the “Addenda and Change Orders” section of this bid.

	Responsible Person	Phone	Email Address
UPS Specifications	Dennis Lingo	559-673-6051	dlingo@maderacoe.k12.ca.us
Network Infrastructure Technical Questions	Dennis Lingo	559-673-6051	dlingo@maderacoe.k12.ca.us
VOIP Specifications	Joseph Newcomb	559-673-6051	jnewcomb@maderacoe.k12.ca.us
General Bid Questions	Jeffrey Bottorff Opie Riar	559-673-6051 559-673-6051	jbottorff@maderacoe.k12.ca.us oriar@madferacoe.k12.ca.us
Construction or Installation Questions	Jeffrey Bottorff Opie Riar	559-673-6051 559-673-6051	jbottorff@maderacoe.k12.ca.us oriar@madferacoe.k12.ca.us

Appendix 2

E-rate responsibilities:

All vendors will be required to provide approved SPIN Numbers and agree to submit requests for funding at the approved discount rates established by the discounts awarded under the Universal Service Accounting Corporation (USAC), Schools and Library Division (SLD).

MADERA COUNTY OFFICE OF EDUCATION WILL NOT BE RESPONSIBLE FOR ANY PORTION OF AN “APPROVED DISCOUNT” AND WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DECLINED PAYMENTS BY THE USAC, BASED ON SUBMISSIONS BY THE VENDOR.

Appendix 3

MADERA COUNTY OFFICE OF EDUCATION MAY REQUEST AUDITED FINANCIAL INFORMATION OF THE FINAL THREE VENDOR BIDS THAT ARE ACCEPTED TO VALIDATE THE BIDDER’S ABILITY TO MEET THE ESTIMATED TIMELINE OF CONSTRUCTION OF 18 MONTHS OR LONGER.

REQUEST FOR BID PROPOSAL
GENERAL CONDITIONS

PREPARATION OF BIDS

1. Before submitting a bid, each bidder is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidder's risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each bidder must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.
2. In order to be considered for award, bids must be returned on forms furnished by the MADERA COUNTY OFFICE OF EDUCATION. Failure to do so will disqualify the bid.
3. It is the total responsibility of the bidder to return the bid to the place called for, by the deadline. No bid or modifications received after the time specified in this Invitation to Bid will be considered for award. The Madera County Office of Education is closed on weekends and holidays, and cannot receive bids during these times.
4. Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.
5. All information requested of the bidder shall be entered in the appropriate space on the form. Corrections, if necessary, must be initialed by the person signing the bid, in the margin adjacent to the correction. All bids shall be signed in longhand in ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents may cause rejection of the bid.
6. Unless otherwise requested by the MADERA COUNTY OFFICE OF EDUCATION, all items supplied pursuant to this bid shall be new and unused.

PRICES

1. All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.
2. Prices shall remain firm and in effect following award of bid for 180 days after acceptance and approval by USAC, unless a longer period is specified by the vendor: _____ days.
3. Madera County Office of Education will allow for substitutions of equivalent or better equipment at the awarded bidder price, as determined by the awarding and acceptance of USAC under E-Rate Terms.

CASH DISCOUNTS

1. Unless otherwise specified, all prices bid shall be considered to be net. Cash discounts will be considered for bid evaluation purposes for timely payment only. Timely payment by the MADERA COUNTY OFFICE OF EDUCATION shall be in no case less than twenty (20) days. Further discounts for payments in less than twenty days may be accepted if determined to be in the best interest of the MADERA COUNTY OFFICE OF EDUCATION, but such discounts shall not be considered for the purpose of bid evaluation.
2. In connection with any cash discount offered, time will be calculated from the date of complete delivery of the supplies, labor, or equipment specified, or from the date correct invoices are received in the MADERA COUNTY OFFICE OF EDUCATION Accounting Office, whichever is later. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the MADERA COUNTY OFFICE OF EDUCATION warrant.

ADDENDA AND CHANGE ORDERS

1. If any bidder finds discrepancies in, or omissions from the bid documents, he/she may submit a written or faxed request for clarification or correction thereof. A copy of the request for clarification and the response thereto will be mailed or faxed to all bidders. The MADERA COUNTY OFFICE OF EDUCATION fax number is (559) 673-5569.
2. Changes in the bid documents shall be made by addenda and processed through MADERA COUNTY OFFICE OF EDUCATION Purchasing. The MADERA COUNTY OFFICE OF EDUCATION will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.
3. No changes in the bid documents will be made by MADERA COUNTY OFFICE OF EDUCATION staff when notice of said change in bid documents is received by the MADERA COUNTY OFFICE OF EDUCATION office less than two (2) business days before the formal close of bidding.

RENEWAL OF ONGOING SERVICE

1. The MADERA COUNTY OFFICE OF EDUCATION reserves the right to renew ongoing service for telecommunications, pagers, and wireless service for up to two (2) years following the initial agreement. Such renewal shall be in writing and subject to availability of funds in subsequent years.

ACTUAL CONDITIONS

1. VENDOR shall be responsible for examining actual site(s) and certify all measurements, specifications, and conditions affecting the work to be performed at the site(s).
2. By submitting a bid, VENDOR warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.
3. No claim for allowance of time or money will be allowed as to such matters for any other undiscovered conditions on the site(s).

DELIVERY / RISK OF LOSS OR DAMAGE

1. Unless otherwise requested all items supplied to the MADERA COUNTY OFFICE OF EDUCATION shall be bid F.O.B. destination (U.C.C. 2-319 (1). a.). The bidder is required to absorb all delivery costs. The Madera County Office of Education shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of the item(s).
2. The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.
3. The Vendor agrees to assume all risk of loss or damage until the project is accepted by the Madera County Office of Education.

TAXES

1. State and local taxes and all other applicable taxes are to be included in bids.

LIABILITIES

1. The Vendor or Vendor shall save, defend, hold harmless, and indemnify the Madera County Office of Education against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.
2. The Vendor or Vendor shall hold the Madera County Office of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or uncopy righted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at his own expense, any and all actions brought against the Madera County Office of Education or himself because of unauthorized use of such articles.

INSURANCE

1. The vendor agrees to maintain insurance adequate for protection from claims under Workers Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract.
2. The VENDOR shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the VENDOR, subcontractor, or agent has been obtained.

DEFAULT BY BIDDER

1. In case of default by bidder, the Madera County Office of Education may procure the articles or services from other sources and may deduct from any moneys due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the Madera County Office of Education. Prices paid by the Madera County Office of Education shall be considered the prevailing market price at the time such purchase is made.
2. Default by the bidder may be sufficient cause to remove bidder from the approved Vendor list for subsequent bids.
3. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

ATTORNEY FEES / LEGAL FORUM

1. In the event that suit or action is brought by either party in this contract to enforce any of the rights there under, the prevailing party shall be entitled to recover such additional sums as the court may adjudge reasonable attorney fees.
2. The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction IN CLOSEST PROXIMITY to Madera County, California.

ASSIGNMENT OF CONTRACT

1. The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due there under, without the written consent of the Madera County Office of Education and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.

WARRANTY

1. The Vendor warrants that the services and items provided shall be merchantable within the meaning of Articles 2313-2317, ET. Seq. of the California Commercial Code in effect on the date of this offer. In addition to all warranties which may be prescribed by law, the item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.
2. The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the Madera County Office of Education, they will be free from defects in design.
3. Such warranties for any equipment provided, including warranties prescribed by law, shall run to Madera County Office of Education, its successors, assigns, and customers, and to users of the items, for a period of one (1) year, after delivery, or such longer period as may be prescribed by law or by additional agreement. If additional warranties are included, i.e. Limited Lifetime Warranties, any annual or ongoing costs must be noted and included in the bid, for a period of 4 additional years or a total of 5 years.

AWARD OF BID

1. The MADERA COUNTY OFFICE OF EDUCATION will award bids to the lowest responsive and responsible bidder(s). (P.C.C. 20111). The Madera County Office of Education reserves the right: (1).to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the Madera County Office of Education, price and other factors considered.
2. The Madera County Office of Education may contract with an acceptable party who is one of the three (3) lowest responsible bidders for the procurement, maintenance, or both, of construction of low voltages systems in support of data systems, uninterruptable power systems, electronic data-processing systems and supporting software in any manner the Madera County Office of Education deems appropriate (P.C.C. 20118.1).
2. A Purchase Order or written notice of award mailed to or otherwise delivered to the vendor with the time specified shall create a binding contract without further action by either party.

VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c) For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers' Compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer Workers' Compensation claims properly, and to pay Workers' Compensation claims that may become due to employees. On or before May 31, 1979, a political subdivision of the State which, on December 3, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers' Compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provision 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 this contract.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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

OFFER TO THE MADERA COUNTY OFFICE OF EDUCATION

IN COMPLIANCE WITH THE GENERAL CONDITIONS, ADDENDA (IF ANY), ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS OFFER IS ACCEPTED WITHIN SIXTY (60) DAYS FROM THE BID OPEN DATE, TO FURNISH ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED, AT THE TERMS, CONDITIONS, SPECIFICATIONS, AND PRICES LISTED, DELIVERED, F.O.B. DESTINATION, WITHIN THE TIME SPECIFIED. THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN AUTHORIZED AGENT TO SIGN ON BEHALF OF THE COMPANY.

VENDOR TO COMPLETE DELIVERY OR PROJECT WITHIN _____ DAYS.

SIGNATURE: _____ DATE: _____

PRINTED NAME:

TITLE:

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE: _____ FAX: _____

“SPIN” NUMBER: _____

“C-MAS” CONTRACT NUMBER: _____

RETURN ALL BIDS TO:

*Madera County Office of Education
28123 Avenue 14,
Madera, CA 93638
(559)673-6051/(559)673-5569 (fax)*

OSHA COMPLIANCE / MATERIAL SAFETY DATA SHEETS

1. The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of California, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

WITHDRAWAL OF BID

1. Any bidder may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

INSPECTION / ACCEPTANCE

1. All items provided under this bid shall be subject to inspection and test by the MADERA COUNTY OFFICE OF EDUCATION. All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the California Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the MADERA COUNTY OFFICE OF EDUCATION.
2. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the MADERA COUNTY OFFICE OF EDUCATION shall have the right either to reject them or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the MADERA COUNTY OFFICE OF EDUCATION, corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
3. If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the MADERA COUNTY OFFICE OF EDUCATION either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned the MADERA COUNTY OFFICE OF EDUCATION thereby; or (2) may terminate this contract for default as provided in the clause of this contract entitled "Default."
4. Unless the Vendor corrects or replaces such supplies within the delivery schedule, the MADERA COUNTY OFFICE OF EDUCATION may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
5. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

PERMITS AND LICENSES

1. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.
2. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

INVOICES AND PAYMENTS

1. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the MADERA COUNTY OFFICE OF EDUCATION, 28123 Ave 14, Madera CA 93638. All invoices and packing lists must reference the MADERA COUNTY OFFICE OF EDUCATION Purchase Order number.
2. Terms are net 30 days for the portion to be paid by Madera County Office of Education following acceptance and satisfactory operation of construction, VOIP phone systems, network equipment and services. Madera County Office of Education is not responsible for portion and payment terms as set out by the Schools & Libraries Corporation for E-Rate approved purchases under current of future conditions of the Universal Service Accounting Corporation (USAC).
3. Madera County Office of Education pursuant to current of future accounting rules of Universal Service Accounting Corporation (USAC), will exercise the ability to approve all disbursements prior to USAC releasing funding.

BID DOCUMENTS AND SAVINGS CLAUSE

1. The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, or other supplementary information. If this bid has been transmitted or received via computer or electronic media, bidder warrants that the bid submitted is a verbatim copy of hard copy bid on file.
2. Any of the above shall be interpreted to include all of the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint himself or herself with the conditions and terms affecting the performance of this contract.
3. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.
4. The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

PREVAILING WAGE

1. If the CONTRACTOR employs workers and the bid is for a public works project greater than \$1,000 in value, the CONTRACTOR hereby agrees that the project described in this Invitation for Bids is a public work, in accordance with Section 1720-1861 of the California Labor Code, and waives any right to later object or contend that the project or any portion of the project is not a public work.
2. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. CONTRACTOR must pay any labor therein described or classified in an amount not less than the rates specified. The wage rates on file at the DISTRICT are the latest rates available to this office at this time. However, this does not relieve the CONTRACTOR or Subcontractor from paying the latest up-to-date Wage Rates as set forth by the California Labor Code. Specify that all labor provided in this proposal shall be performed in accord with the California Labor Code.
3. In a timely manner following completion of the project, the CONTRACTOR agrees to provide the DISTRICT with certified payroll records for each employee of the CONTRACTOR and all subcontractors who worked on the project.
4. The CONTRACTOR understands and agrees that at least the final payment (10% of the contract amount) will be withheld by the DISTRICT until the contract is complete and the DISTRICT is in possession of complete certified payroll records for all work performed by the CONTRACTOR and all subcontractors in connection with this contract, and is satisfied that prevailing wages are paid to employees on this project.

CERTIFICATION OF NON-COLLUSION

“NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID”

State of California)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing 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." (Public Contract Code, Section 7106).

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

Signature

Date