

FORM FOR PROPOSAL SUBMITTAL

STATEMENT OF VENDOR'S QUALIFICATION

To accompany proposals submitted for Network Rewiring for the Pine Mountain Regional Library System.

Name of Vendor's Firm: _____

Name of Company Representative: _____

Business Address: _____

Phone Number: _____

When Organized? _____

Where Organized? _____

Partnership _____ Corporation _____

Vendor must provide a Service Provider Information Number assigned by the Schools and Libraries Division (SLD):

SPIN Number: _____

How many years have you been engaged in this business under the present firm name?

Please attach to this statement at least five references, including: (name, address, title, phone number and brief description of work performed, including dates of work).

Date: _____

Firm Name: _____

By: _____

Title: _____

PROPOSAL FORM - SIGNATURE PAGE

Date _____

TO: Pine Mountain Regional Library System

This proposal is submitted in accordance with your RFP inviting proposals to be received for the project identified as "Network Rewiring." Having carefully examined the RFP, all instructions, specifications, and addenda, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all material, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications for price as contained herein.

In the event this proposal is accepted the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the various items the bidder has contracted to supply or perform.

In submitting this proposal, it is understood that the unrestricted right is reserved by the Pine Mountain Regional Library System to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals.

The undersigned hereby certifies that this proposal is genuine and made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from submitting proposals, and that the undersigned has not, in any manner, sought by collusion to secure for himself/herself an advantage over any other bidder.

TOTAL AMOUNT PROPOSAL OPTION:

Should the contract require a Performance Bond:

____ I will provide a Performance Bond from

Bonding Company _____

Name of Agent _____

Address _____

Or I will provide an equal form of surety which is acceptable to Pine Mountain Regional Library System.

Bidder **MUST** provide Federal EIN or SSN: _____

and E-Rate SPIN: _____

(Print Name)

Proposal must be signed for Consideration:

(Signature)

(Date)

FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of July(?) 2018 by and between _____ (vendor's name & address) (hereinafter referred to as "VENDOR") and the Pine Mountain Regional Library System.

WITNESSETH

1. In accordance with the scope of services set forth in the Notice to Bidders, specifications related thereto, VENDOR'S executed proposal and in accordance with the request for proposals posted to the Universal Service Fund website as Form 470, all of which are incorporated herein by reference as though fully set forth at length.
2. The contract sum shall be the monthly cost (awarded amount) as indicated in the VENDOR'S executed proposal.
3. In accordance with the various laws affecting the contract and the legal advertisement for sealed proposals made by Pine Mountain Regional Library System, the VENDOR agrees to provide all bonds in the amounts and types as are set forth in the above mentioned specifications and notices, all of which are made a part hereof. All bonds related herein shall be solely for the protection of the Pine Mountain Regional Library System.
4. VENDOR further agrees to indemnify and hold harmless Pine Mountain Regional Library System from any and all actions, claims and demands whatsoever that may result from VENDOR'S use of any facilities owned by the Pine Mountain Regional Libraries System, their specific counties, library boards, and/or cities and does further agree to repair any damage to the Pine Mountain Regional Libraries System, their specific counties, library boards, and/or city owned property caused by VENDOR'S negligence or willful actions and the VENDOR shall further supply the necessary insurance's as set forth in the subject specifications:
 - A. Commercial General Liability - (policy to include premises and operations, products/completed operations and blanket contractual liability - the contractual section of the coverage must cover this agreement).
General Aggregate Limit \$2,000,000.
Products and Completed Operations Aggregate Limit \$2,000,000.
Each Occurrence Limit \$1,000,000.
 - B. Automobile Liability - to Include owned, non-owned and hired vehicles:
Combined Single Limit \$ 500,000 or Bodily Injury \$ 250,000. each person
Bodily Injury \$ 500,000. each accident
And Property Damage \$ 100,000.
 - C. Workers Compensation Statutory and Employer's Liability
Bodily Injury by Accident \$ 100,000 each accident

- D. Additional Insured – must read: The Pine Mountain Regional Library System shall be included as additional insured with respect to the work performed for the Network Rewiring Contract.
- E. Cancellation Clause: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company **shall mail** 30 days prior **written** notice to the certificate holder.
- F. Certificate Holder – Pine Mountain Regional Library System, ATTN: Business Manager, P.O. Box 709 – 218 Perry Street, Manchester, GA 31816-0709.
5. The parties hereto do hereby agree that they shall comply with all conditions and provisions of the specifications whenever such specifications are not inconsistent with the terms and provisions of this Agreement, and do hereby agree to execute all documents, agreements, and other papers related hereto and in form satisfactory to Pine Mountain Regional Library System.
6. **HOLD HARMLESS CLAUSE** In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission or negligence of the **VENDOR** be procured or kept in full force and effect, the **VENDOR** shall indemnify and hold harmless Pine Mountain Regional Library System against losses, claims and demands to the same extent as Pine Mountain Regional Library System would have been indemnified by each insurance if it had been in full force and effect. The **VENDOR** shall also indemnify and hold harmless Pine Mountain Regional Library System against any and all losses, claims and demands to the extent that they are not recoverable under each insurance policy solely because of a deductible franchise or average provision therein and to the extent that the proceeds of insurance collections from underwriters are reduced by any customary brokers commissions.
7. **SUITS AND CLAIMS** The **VENDOR** agrees to indemnify, defend, and hold harmless Pine Mountain Regional Library System, and all the officers and subordinates, from all suits and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party by reason of the conduct or omissions of the **VENDOR** or his agents, servants, or employees in the performance of this Agreement or subsequent to the completion of the work under this Agreement whether such injury or damages be due to negligence, willful misconduct or the inherent nature of the work. It is not the intention of this Section or anything herein provided to confer in a third party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than Pine Mountain Regional Library System a right of action either under this contract or in any manner whatsoever.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound execute this Agreement the day and year first above written.

VENDOR: _____

BY:

SS # or FEDERAL I.D. # _____

Pine Mountain Regional Library System

BY:

Cynthia S. Kilby
Director

Date