

**Request For Proposal
Wayland Union Schools - Fine Arts Center
Auditorium Lighting**

A. GENERAL

1 INTRODUCTION

- a. **Wayland Union Schools** is soliciting bids for Auditorium Lighting at:
 - Fine Arts Center at Wayland Union High School, 870 E. Superior Street, Wayland, MI 49348
- b. The selected vendor will design, install, label, and test all cabling and equipment included in the scope of the proposal
- c. It is required that vendors propose their best solution to meet **Wayland Union Schools** lighting needs as defined in this RFP. Throughout this RFP, the "**Owner**" will be used to refer to Wayland Union School District and respondents submitting proposals will be referred to as "**Bidders**" or "**Vendors**".
- d. The successful vendor must be the sole responsible party throughout the delivery, installation, training, warranty, and maintenance periods. Any subcontractor utilized by the vendor must be identified in the proposal with the areas of responsibility clearly defined. A change of subcontractors throughout the installation, warranty or maintenance periods requires the prior written approval of the **Owner**. The successful vendor will have ultimate responsibility for all subcontractors utilized for this project. The selected vendor must provide a project manager as a single point of contact for the Owner throughout the planning and implementation of the project.
- e. The Board of Education of **Wayland Union School District** as the **Owner**, reserves the right to waive any informality or irregularities in the bidding procedures, to reject any or all proposals or to accept the proposal deemed in their best interests to do so. The owner reserves the right to:
 - reject any and all bids without assigning any reason therefore,
 - be the sole judge of equivalency;
 - to negotiate with all qualified sources
 - assign weighting factors to contract award criteria
 - waive in part or in its entirety this RFP or any bid requirement in accepting or rejecting bids,
 - to award a portion of this work and request a deduct credit for work deleted.

This RFP does not commit the Owner to award a contract, pay costs incurred in preparation of the proposal or to procure a contract for services or supplies. The proposing organization may be required to participate in negotiations and to submit any price, technical or other revisions of their proposal as may result from negotiations.

- f. The Owner is a tax-free institution for this project and is exempt from excise tax, use tax and sales tax.
- g. Prior to payments to be made by the Owner, releases of all liens and sworn statements shall be provided in that all labor and materials are paid in full to date.
- h. The successful vendor shall make applications, pay and acquire all permits and inspections required by all regulatory authorities having jurisdiction over all the

work. Each trade subcontractor as may be required, shall secure and pay for all other permits and inspections required by authorities having jurisdiction of the work.

2 SCHEDULE OF EVENTS

The following is a schedule of events for this project up through award of contract. Final installation schedule will be established prior to contracting with the successful Vendor.

<u>EVENT</u>	<u>DATE</u>
Release of RFP to Bidders	March 29, 2019
Pre-Bid Meeting	April 8, 2019 - 9:00AM
Response Received from Bidders (Bid Opening)	April 26, 2019 - 12:30PM
1st BoE Viewing	April 29, 2019
2nd BoE Viewing	May 20, 2019
Contract Award	May 21, 2019
Installation Begins	June 14, 2019
Installation Completed	August 23, 2019
Acceptance by the Owner	August 30, 2019

3 BUILDING ACCESS

Access to the premises will, for the most part, be 7:00 a.m. – 3:00 p.m. Additional access can be negotiated depending on the area technicians will be required to access. The selected vendor must always notify the Owner and the construction manager before working on-site.

B. TERMS AND CONDITIONS

1 RESPONSE SUBMISSION

- a. Responses to this RFP must be submitted in sealed packages labeled Wayland Union Schools FAC Lighting and delivered either USPS, express delivery, or personally on or before 12:30 p.m., on April 26th to Mr. Scott Getter, Wayland Union School District, 850 E. Superior Street, Wayland MI 49348 The Owner will reject all late arrivals. It is the sole responsibility of the respondents to ensure that proposals arrive in a timely manner.
- b. A Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or bank draft of any State or National Bank representing five percent (5%) of the total amount of the Vendor's response must accompany the package. The bonding company must be on the U.S. Treasury list and approved by the State of Michigan. Proposal securities will be retained until after award. No response will be considered unless response security is submitted with the response package.
- c. The Vendor must submit 1 paper and 1 digital copy of the bid response. The digital copy can be submitted electronically (getters@waylandunion.org) after the bid opening.
- d. All pricing for this proposal must be submitted as described in section D
- e. All responses shall include estimated time frames for acquisition of material, construction start date and completion date. Any additional costs that may be incurred to meet the requested time frames should be detailed separately.

- f. Along with the bid response, each bidder shall supply product specification sheets for their proposed hardware.

2 COSTS ASSOCIATED WITH PREPARATION OF THE VENDOR'S RESPONSE

- a. The Owner will not be liable for any cost incurred by the respondents in preparing responses to this RFQ or negotiations associated with award of a contract.

3 INTERPRETATION, CORRECTIONS, AND/OR CHANGES

- a. Any interpretation, correction, or change of the RFP will be made by Addendum. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the Vendors shall not rely upon such interpretations, corrections, or changes. The **Wayland Union School District** will issue changes or corrections. Addenda will be posted at the <https://waylandunion.org/district/administration/request-for-bids/auditorium-lighting-rfp>
- b. It will be the responsibility of all respondents to contact the Wayland Union School District submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP.

4 QUESTIONS

- a. All questions relative to the specifications, content or function of the RFP should be directed to: Scott Getter, Technology Director, Wayland Union Schools, 850 E. Superior Street, Wayland, MI 49348. 269-792-6611
- b. Answers to all questions of substantive nature, as well as copies of the questions, will be provided at <https://waylandunion.org/district/administration/request-for-bids/auditorium-lighting-rfp>

5 PROPOSAL BINDING PERIOD

- a. Prices quoted in the Vendor's response for all labor and materials will remain in effect for at least ninety (90) business days from the issuance date of the Vendor's response. The selected vendor will be required to enter into a contract (contingent upon funding) with the Customers within ten (10) days of written notification of the award of the Contract.

6 PAYMENT CONDITION

- a. Bidders are required to submit a copy of their Purchase Contract with their bid.
- b. ACH Payments (form will be provided for completion by vendors) will be made on a project progress basis as follows:
 - 50% upon equipment delivery
 - 50% upon system acceptance

If the Vendor's payment schedule varies from that outlined above, it must be identified in the response.

- c. Acceptance will be deemed "in full" upon receipt by the Vendor of a Notice of Acceptance issued by the Owner upon full implementation of the Terms and Conditions and Technical Specifications of the Contract. Prior to the issuance of the Notice of Acceptance, the Vendor shall notify the Owner in writing of a release of all liens for materials and services associated with this project.

7 PRICE QUOTATIONS

- a. Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents. The Owner will not be liable for any costs beyond those proposed herein and awarded. Wayland Union School District is a tax exempt entity.

8 VARIATIONS IN QUANTITY AND CONFIGURATIONS

- a. Equipped and wired capacity requirements are the best estimates currently available. The Owner reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell the Owner the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

9 EQUAL EMPLOYMENT OPPORTUNITY

- a. In connection with the execution of this Contract, the Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.
- b. The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and if this contract will amount to more than \$10,000 the Bidder will file such report, as required by law, and notify the Customer in writing of such filing prior to the customer's acceptance of this proposal.
- c. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this RFP. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause, and that it will retain such certifications in its files.

10 COMPLIANCE WITH LAWS AND REGULATIONS

- a. The Vendor performing the work shall comply with applicable federal, state, and local laws, rules, and regulations including the prevailing wage guidelines. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to the Owner all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, the Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses in connection therewith.

- b. Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.
- c. All work shall conform to the latest Edition of the National Electric Code, the Building Code, and all local codes and ordinances, as applicable. EIA/TIA Documents 568 and 569 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.

11 SAFETY

- a. The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work.
- b. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and "MIOSHA" and all applicable state labor laws, regulations and standards.
- c. The Vendor shall indemnify and hold harmless the Owner from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the Owner because of the Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.
- d. The Vendor must identify all wall/ceiling penetrations before drilling. If asbestos is involved, the Owner will remove the asbestos.

12 ENVIRONMENTAL SAFETY AND CLEAN UP

- a. It shall be the responsibility of the Vendor to pay any and all costs incurred from the clean up related to any environmental hazard created by means of release, spill, leak or any other means of contamination caused by accident or negligence.
- b. It shall be the responsibility of the Vendor to dispose of any product(s) and/or material following EPA, DNR and local applicable laws and regulations.
- c. It shall be the responsibility of the Vendor, if required, to purchase the proper authorities prior to commencing said project or, should a "release" take place, to notify proper authorities of any such release.
- d. It shall be the responsibility of the Vendor to maintain on site bloodborne pathogen plan and all necessary safety supplies associated with any spill or clean up that may occur.
- e. The Vendor shall not use the owner's dumpsters for environment hazardous materials. Disposal shall be by legally accepted methods.

13 REPLACEMENT OF DAMAGED MATERIALS

- a. The Vendor at no additional cost to the Owner shall replace any existing property damaged by the Vendor during the course of installation. This includes ceiling tiles and/or grid.

14 LIABILITY AND INSURANCE

- a. The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.
- b. The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Workman's Compensation and Employer's Liability Insurance, as required by the laws of the State of Michigan.

The Vendor shall contain as a minimum, the following provisions, coverage, and policy limits of liability.

- c. Worker's Compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Contractor under the contract.
- d. Public liability and property damage liability insurance covering all operations under the contract. Limits for bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$1,000,000 for each accident and \$1,000,000 aggregate umbrella for accidents during the policy period.
- e. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. Public liability limits of not less than \$1,000,000 for one person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident.
- f. The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections (2) through (5) of this Section. In any such event, the additional premium payable as the result of such additional insurance shall be added to the contract price.
- g. Upon request, the Vendor shall furnish to the Owner a Certificate of Insurance, in such form as the Owner may prescribe, evidencing compliance with the foregoing requirements.

C. BIDDER QUALIFICATIONS

1 BIDDER BACKGROUND

- a. An agreement to provide the system will only be entered with a Bidder qualified by experience and financial stability.
- b. The Bidder doing this work must be a reputable firm regularly doing this type of work with skilled, fully trained technicians and equipment capable of performing a first class installation in accordance with standard industry practices. All vendor technicians must be factory certified for the system that they are to install and/or maintain.
- c. The Bidder must be a company that has installed systems for at least five years. The Bidder must submit verifiable references including names and phone numbers of projects of a similar nature.

2 REFERENCES

- a. Bidders must provide names, addresses and contacts for at least three (3) of its customers who have the proposed equipment installed and operating.
- b. Each reference must be a paying customer external to the Bidder's organization.
- c. The Bidder must have installed and supported the referenced systems. Include company/organization name and address of installation, description of cabling installed and the name and telephone number of the contact person.

3 FINANCIAL DATA

- a. Upon request each Bidder, if a publicly held company, will provide within 24 hours their latest audited financial statement and any other pertinent financial data relating to the company.
- b. Upon request if Bidder is not a publicly held company, financial data will be provided within 24 hours; however, the data will be kept confidential if identified by the Bidder as confidential and will be returned to the Bidder upon completion of Bidder evaluation at the Bidder's request.

- c. Upon request the Bidder will provide within 24 hours a statement regarding past, present or pending litigation with a customer.

D. BID PREPARATION

1 BID DOCUMENT

- a. Bids shall be prepared simply and economically, providing a concise delineation of the capability of the bidder to satisfy the requirements of the RFP. Completeness and clarity of content should be emphasized. Unnecessarily elaborate bindings, brochures, descriptions, or other presentations are not required.
- b. Any expenses for developing the bid are entirely the responsibility of the Bidder, and the Owner must not be charged for these expenses in any manner.
- c. This RFP, with any subsequent addendum, and the vendor response submitted by the selected Bidder will become part of the contract between the Owner and selected Bidder.
- d. Each Bidder must review each item of this RFP, including each subparagraph, if a variance from the specification is not noted, the Vendor agrees that it can meet that specification completely and without reservation.
- e. Bidders submitting Bids to this RFP may be required, at the request and option of the Owner, to make an oral presentation or provide written clarification. These presentations or written clarifications will provide an opportunity for the Bidders to clarify but not modify their Bid.

2 BID RESPONSE REQUIREMENTS

- a. The Bid must be submitted containing the following 7 sections:

Section 1 - One Page Project Summary (Required for Bid Opening)

- a. Brief summary of the proposal including primary equipment brands and model(s) in bold.
- b. Pricing summary broke down into the following categories
 - i. Equipment
 - ii. Labor
 - iii. Recurring Fees (Annual)
- c. Summary of variances, alternatives and options including price adjustments

Section 2 - Explanation of Proposed Solution - Primary Proposal

Section 3 - Detailed Pricing - Primary Proposal

Section 4 - Variances, Alternatives, and Options - Detailed

Section 5 - Information, and Brochures

Section 6 - Bidder Qualifications, Financial Information and References

Section 7 - Bidder Contracts

- b. The Bids should be submitted on 8 1/2" by 11" paper, single sided, single spaced using 10 or 12 point print, clearly labeled to show the Bidder's name.

3 EXPLANATION OF PROPOSED SOLUTION

- a. Each Bidder must include documentation of the system being bid to assist the Owner in determining the Bidders' technical compliance with the RFP. This documentation may include technical descriptions, system designs, wiring diagrams, feature information, brochures and other information the Bidder wishes to include.

- b. In addition to providing a technical overview of the products being bid, specific technical information such as Switchroom Environmental Requirements including HVAC, power, floor space, etc. are to be included in this Section of the bid.

4 VARIANCES, ALTERNATIVES, AND OPTIONS

Any variance to the specific line items in the RFP or specifications must be included in this section and fully explained. Specific information for the reason of variance must be provided and areas of partial compliance or agreement must be explained. Any alternative or suggested alternative, including financial implications of the alternative, must be detailed. Any suggested options, including financial implications of the option, must be detailed in this Section. Anything not listed as a variance is considered to be in complete compliance with the specifications.

5 BIDDER QUALIFICATIONS, FINANCIAL INFORMATION AND REFERENCES

This section of the Bid must include information required by C. Bidder Qualifications of this RFP. Each Bidder must include qualifications and references to indicate their ability to successfully complete a project of this magnitude.

6 BIDDER CONTRACTS

Bidders must include a copy of their Purchase Agreement and Maintenance Contracts.

E. SYSTEM TECHNICAL SPECIFICATIONS

This Section specifies the performance requirements for the new wiring & wireless project for the Owner. The technical specifications will acquaint the Bidders with the general function of the desired systems and the specific requirements that the Owner deems mandatory. The Bidder must be prepared to support the Owner in all of these areas. The specifications that follow are the minimum requirements that the Owner deems mandatory for the System.

1 SYSTEM SIZE REQUIREMENTS

System and station equipment must be proposed in the quantities that will satisfy the configuration described.

2 EQUIPMENT

- a. 42 ETC Source 4WRD Conversion of current Source 4 fixtures
- b. 15 ETC Source 4 EDLT 50 degree lens tubes for existing fixtures
- c. ETC Source Four LED Series 2 Lustr fixtures:
 - 15 – 19 degree
 - 15 – 26 degree
 - 10 – 36 degree
- d. 6 Intelligent moving profile fixtures:
 - Zoom capabilities
 - Dual gobo wheels
 - Focus / shutter capabilities
 - Wide color range capabilities / LED engine preferred
- e. 4 Intelligent moving wash fixtures:
 - LED color range capabilities
 - Zoom capabilities preferred
- f. ETC EOS family lighting console, either Ion or Gio
 - Capability to better control moving fixtures
 - Capability to patch multiple DMX universes for large use of DMX fixtures
 - Some submasters on console a must
- g. Powercon and DMX cables to accommodate new inventory of DMX fixtures

F. INSTALLATION, TESTING, AND ACCEPTANCE

1

- a. The vendor shall provide all materials, equipment and labor necessary to install and test the proposed solution. This includes, but is not limited to, delivery, unloading, storage, installation, inspection and testing of the components and management of all vendor and any subcontractor personnel.
- b. Any equipment proposed in response to this RFP must be installed and certified ready for acceptance testing by the agreed installation date. Such certification must be in writing and presented to the Owner's designated Project Manager at least two working (business) days prior to the scheduled completion date.
- c. If any proposed equipment must interface to existing installed equipment, the Vendor must agree to be responsible for providing any necessary interface requirements to the vendor or manufacturer of such installed equipment.
- d. Full system documentation shall also be provided to the Owner, including system description, maps/plans, maintenance manual, etc.
- e. Notwithstanding the written certification by the Vendor that the system has been installed and ready for use, the system shall not be deemed installed within the terms of the contract until such installation is confirmed by the Owner through the successful performance of the system for a period of 30 days.
- f. The equipment must meet or exceed the agreed acceptance criteria during a 30 day acceptance period, which begins on the installation date. The system will then be accepted following this successful 30-day period.
- g. The Owner's hours are Monday through Friday, 7:30 A.M. to 4:30 P.M. Vendor must make arrangements for access to the Owner's facilities outside of these normal working hours, or on days when the Owner's offices are closed, by contacting the Owner's designated Project Manager. Operations that disrupt service must be performed outside of normal working hours.

2 THE OWNER'S PREPARATION

- a. The Owner will be responsible for preparation of the facility to accept the new wiring etc., in accordance with the environmental requirements as stipulated in the Vendor's proposal. The Vendor will be responsible for all costs for all modifications required that have not been identified in the Vendor's response to this RFP
- b. The Owner will perform construction changes to floor distribution closets as required and as identified in the Vendor's proposal, including providing electrical power.
- c. Bidders must submit their environmental requirements (i.e., power, HVAC, flooring, lighting, etc.) with their bid, as specified in this RFP.

3 VENDOR RESPONSIBILITIES DURING INSTALLATION

- a. Prior to the award of the contract, the Owner must be assured that the Vendor selected has the necessary resources required to successfully perform the contract. These resources include, but are not limited to, such items as the number and skills of vendor personnel, appropriate equipment and materials in sufficient quantity, adequate financial resources, and the necessary experience to successfully perform the contract. Bidders shall delineate such resources in this section of their proposal.
- b. If the Bidder is not the manufacturer of the proposed equipment, written verification must be supplied by the manufacturer(s) acknowledging the

existence of a contract or agreement with the Bidder that allows the Bidder to supply and service the equipment proposed. If, during evaluation, the Owner is unable to assure themselves of the Bidder's ability to perform under the contract, the Owner has the option of requesting any additional information, which the Owner deems necessary to determine the Bidder's capabilities. If such information is required, the Bidder will be so notified in writing and will be permitted five business days to submit the information to the Owner.

- c. Run all jumpers and wiring, including line jumpers connected to lightning or surge protectors, as may be required to properly interconnect the system parts to each other.
- d. Promptly correct all defects for which the Vendor is responsible.
- e. Make all reasonable efforts to minimize disruption to normal Owner activities. The Owner reserves the right to determine if the Vendor's work is causing undue disruption to the Owner's normal business routines, and, if so, arrange with the Vendor alternate times and/or methods for completing the work causing the disruption.
- f. The Vendor shall inform the Owner five (5) working days prior to any required utility shut offs that are necessary to accomplish the installation of the proposed equipment. The Owner reserves the right to determine appropriate times for such outages.
- g. The Vendor shall designate a Project Manager for the contract, who will submit and coordinate a schedule of installation activities with the Owner's designated Project Manager. The vendor Project Manager will be the vendor's prime point of contact with the Owner and will provide the regular status update reports and attend coordination meetings with the Owner. All on-site work will require prior arrangements with the Owner's project manager.
- h. Upon completion of the work, the Vendor must remove all tools, equipment and all rubbish and debris from the premises and must leave the premises clean and neat.
- i. The vendor must provide the Owner with a certificate of liability insurance listing the district as additional insured during the installation period.

4 TESTING AND ACCEPTANCE

- a. Bidders will provide the District with a complete detailed acceptance test procedure covering the offered system and any peripherals in their response to this RFP. At a minimum, the test procedure must cover all common components and station terminations.
- b. During the installation, the Vendor shall perform all tests necessary to insure that the portions of the system being installed are ready. The installation tests shall include, but not be limited to, the following:
 - Visual and mechanical inspection.
 - Electrical continuity, grounding, shielding, and signal loss test.
 - Component operation tests.
- c. After cut-over of any portion of the system, the Owner shall conduct acceptance tests consistent with factory system performance specifications to be supplied with the system prior to installation.
 - Performance and reliability tests shall be conducted, demonstrating acceptable performance over a full fourteen (14) day period after cut-over.

- Acceptance of the system shall be granted after all equipment has passed the tests set forth by the contract, and has been in operation thirty (30) consecutive days without a major failure.

G. WARRANTY, MAINTENANCE AND SUPPORT

1 WARRANTY TERMS

- a. During the Warranty and Maintenance Periods, the Vendor shall provide the necessary labor, parts, material, and transportation to maintain all equipment bid in good working order and in compliance with the equipment manufacturer's specifications.
- b. The Vendor shall not be held responsible for repairs or replacements made necessary by misuse, negligence, accident, theft or unexpected loss, abuse, connection to foreign electrical current, fire, water, flood, wind storms, lightning, and any acts of God or public enemy, failure to provide and maintain a suitable operating environment, unauthorized attachments or modification, or improper software changes, wiring, installation, repair or alteration by anyone other than the Vendor. If the Owner requests the Vendor to perform repairs necessitated by any of the above causes, the Vendor will perform said repairs at the Vendor's then prevailing rates for similar services and material.
- c. Remedial maintenance is performed by the Vendor on an unscheduled basis arising from equipment or software failure. The time required for the Vendor to respond to a call for remedial maintenance is known as response time. This time is defined as the time interval between the time a trouble call is made to the Vendor by the appropriate Owner's personnel or by automatic notification from system monitoring equipment and the time qualified maintenance service personnel begin identification of the cause of the trouble and resolution of the problem.

2 ONE YEAR MAINTENANCE WARRANTY

- a. The Vendor must warrant at a minimum that the system shall be free of all defects in equipment, material and workmanship for a minimum period of one (1) year from the Installation Date (the Warranty Period). Vendor must identify any warranty periods in excess of one year.
 - Any costs for Warranty service must be included in the bid price.
 - Maintenance Services during the Warranty Period shall meet all General Specifications.

3 ONGOING MAINTENANCE

- a. Provide the cost of second through third year (Post Warranty Period) maintenance based upon the configuration specified in the RFP.
- b. State how the maintenance cost is computed (flat rate, cost per port, etc.) and provide a breakdown of cost per component so that the District may evaluate changes to the configuration.

H. CREDIT FOR WORK DELETED

Should any work be deleted from the Contract by order of The Owner, full cost savings realized thereby will be credited to The Customer.

I. ACCEPTANCE:

The prices stated in this proposal are guaranteed for a period of not less than 90 days, and if notified of acceptance of this proposal within this period, the undersigned agrees to execute a Contract for the above stated compensation within ten days after notification. Work will begin immediately and/or within 10 days after the Notice to Proceed.

The undersigned certifies that the bid contained herein meets or exceeds the attached specifications with the exception of those items listed in the variance section of the bidders response.

COMPANY NAME: _____

Address: _____

Authorized Signature*: _____

Title: _____ Telephone: _____

Date: _____

* Authorized Signature must be an individual who has authority to bind the Corporation in contractual agreement.