

**REQUEST FOR PROPOSALS
BP 18-100 STORAGE AND ARCHIVE SOLUTION**

1. STATEMENT OF PURPOSE

- A. Midland Public Schools is requesting bids for a replacement storage area network including backup storage and associated switches.
- B. Bids are to be based on the requirements established in Section III of this RFP. Awarded Contractor will be responsible for meeting with district staff to assess the current systems and assess proposed solution based on current needs as well as room for growth, and path for providing additional growth in the future.
- C. Solution will include a replacement for the disaster recovery solution located at HH Dow High School.
- D. The base bid for each category is for equipment/software procurement only. The bid proposal form includes a spot for providing pricing for the Contractor to perform the installation and initial configuration. Owner will be responsible for migrating existing systems to the new SAN.
- E. The specifications call for Mandatory Requirements, Preferred Features, and Optional Components. Base bid is to meet all mandatory requirements. If bidder has different solutions for the preferred and optional components, these are to be included as voluntary alternates. Bidders are to provide pricing and backup for all solutions proposed.
- F. Equipment Locations:
 - 1. Administration Building (Production) 600 E. Carpenter. Midland, MI 48640
 - 2. H.H. Dow High School (DR) 3901 N. Saginaw Rd Midland, MI 48640
- G. The submission of a bid on the included bid proposal form shall constitute an offer on behalf of the Bidder to provide equipment and services through the duration of the bond project at or below the bid pricing / unit pricing if the Owner chooses to purchase additional equipment.

2. SCOPE OF WORK

- A. This bid consists of three bid categories. Bidders may submit bids for one or multiple bid categories but must submit a bid for the entire scope of work related to each bid category submitted. Midland Public Schools may choose to award all bid categories to one company, award to separate companies, or not award any categorie(s).
- B. The pricing for each bid category is to be a standalone price if awarded just that category. If there are savings from being awarded multiple categories indicate savings as a voluntary alternate.
- C. Bidders are to review the entire set of bid documents for all bid categories to include coordination items required between bid categories.

Bid Category 1: Storage Area Server

Bid Category 2: Network

Bid Category 3: Backup/Archiving

3. ALTERNATES

The project consists of the following alternates to be submitted in addition to the base bid:

- A. **The bid form includes a field for bidders to provide pricing for installation and various warranty options.**

- B. **Alternate 1.1: Addition of cold spare package**
- C. **Alternate 1.2: Failover**
Addition license and configuration for auto/manual failover in case a SAN is down for servers to be powered on from the replicated space
- D. **Alternate 1.3:Trade-in / Buyback Credit**
See specification for overview of existing system available for trade-in
- E. **Alternate 2.1:Optics**
Include any optics that are needed for the solution at host or switch end
- F. **Optional Alternate 3.1:Long Term Archive Cloud Storage**

4. PRE-BID MEETING

- A. For the dissemination of information and clarification of intent of the contract documents, a pre-bid meeting will be held on
 - Date: April 9, 2018
 - Time: 10:00 a.m. local time
 - Place: Midland Public Schools Administration Building
600 E. Carpenter Rd
Midland, MI 48640
- B. The pre-bid meeting is not mandatory, but bidders are responsible for the information provided at the pre-bid meeting.
- C. Bidders will be able to see the data center after the pre-bid meeting.
- D. Responses to questions and requests for clarifications will be made by addenda only after the pre-bid conference if required. Any representations and/or oral discussions not confirmed by addenda will not be binding upon the Owner.

5. RECEIPT AND OPENING OF BID PROPOSALS

- A. Bids must be submitted prior to the time and date specified below, at which time they will be Bids must be submitted prior to the time and date specified below, at which time they will be publicly opened and read aloud. Proposals will be opened publicly in a manner to avoid full public disclosure of contents until after all evaluations have been completed; however, Bidder's name and bid amount will be read aloud.

DUE DATE: April 20, 2018
TIME: 11:00 AM
LOCATION: Midland Public Schools
 Administration Building
 600 E. Carpenter Road
 Midland, Michigan 48640

- B. Bids delivered shall be submitted in a sealed envelope and clearly labeled as follows:
 - BID PROPOSAL**
 - Midland Public Schools
 - Bid Package 18-100
 - Storage and Archive Solutions
 - Attn: Bob Cooper, Associate Superintendent
- C. Bids received from Bidders after the deadline date and time will be returned to Bidder unopened.
- D. When submitting a bid proposal, use only the forms provided. Forms that have been altered or substitute forms will not be accepted.

- E. Bidders are to submit three (3) hard copies and one (1) electronic copy of all bid proposal documents including the bid proposal form, bill of materials, and any supporting documentation. (Note: only one hard copy and electronic copy of equipment product data sheets is needed).
- F. A Bid Security in the form of a bid bond from a qualified surety for the full amount of the bid or a cashier's check equal to five percent (5%) of the total bid and a statement indicating no outstanding personal property tax obligations. Bidder agrees that this Bid Proposal shall be irrevocable. All sureties providing bid bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better.
- G. All Bid Proposals must include the sworn statement included with the Bid Proposal Form, in accordance with MCL 380.1267, disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the school board or the superintendent of the school district.
- H. All Bid Proposals must include the affidavit included with the Bid Proposal Form certifying that the Bidder is not Iran-linked business.
- I. To enable the Owner to evaluate the competency and financial responsibility of the bidder, the bidder shall, when requested by the Owner, furnish the following information:
 - 1. A list of projects completed during the previous three (3) years, including the contract values and Owner's contact information.
 - 2. A statement regarding any past, present, or pending litigation with an owner. Such additional information may be required to satisfy the Owner that the bidder is adequately prepared, in technical experience, or otherwise, to fulfill the contract.
- J. Midland Public Schools reserves the right to reject any or all bid proposals, either in whole or in part, or to waive any informalities or irregularities therein.
- K. Additional information provided with a bid response shall be used in the evaluation of bids, but do not replace the requirements established by the Contract Documents (request for proposals, drawings, specifications, etc.). Barton Malow Company (BMC) or the Owner will not be responsible for reviewing equipment lists for completeness or conformance to the Contract Documents. Lists of material, bills of material, etc. submitted by the Bidder do not replace the submittal requirements and do not replace the requirements established by the Contract Documents.

6. TIMELINE

A. Milestone Dates:

- 1. Release of the bid document: April 3, 2018
- 2. Pre-bid meeting: April 9, 2018
- 3. Deadline for written requests for clarification: April 12, 2019 - 3:00 PM
- 4. Deadline for Proposals: April 20, 2018 at 11:00 AM
- 5. Post-bid Interviews: April 26, 2018 AM
- 6. Board of Education consideration: May 21, 2018 (anticipated)
- 7. Last day of School: June 15, 2018
- 8. Equipment Delivery: by July 13, 2018

- B. On-site work shall be performed, primarily during 8:00 a.m. to 4:30 p.m., Monday through Friday. Any changes to the established schedule must have prior approval of the Owner, and scheduled at the least disruptive time possible.
- C. Any installation in corridors including system cutovers must be performed outside of school hours aside from scheduled work completed during school breaks. Bidder to include the cost of any premium time in their base bid.

7. EVALUATION AND POST-BID INFORMATION

- A. After the bids are received, the project team may require a post-bid meeting for the purpose of further evaluating and clarifying the bid proposal. Items clarified during the post-bid evaluation will become part of the approved agreement.
- B. Bidder may be requested to provide follow up information including but not limited to:
 - 1. Complete detailed cost breakdown including all equipment/software, labor, and cleanup costs associated with work activities.
 - 2. A list of references from similar projects completed by the bidder using the solution proposed.
- C. Any requests made by the Owner for written cost analysis shall be adhered to by the bidder. Any bidder that does not comply with this request may be rejected.
- D. After the bids are received, the district administration and project team will identify a short-list of equipment Bidders and manufacturers based on the bid response.

8. CLARIFICATIONS, DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidder shall promptly notify the Designer in writing of any ambiguity, conflict, inconsistency, discrepancy, omission or other errors which they may discover upon examination of the bid documents, otherwise proposal will be deemed to incorporate appropriate solution to the issue. Bidders requesting clarification or interpretation of the RFP Documents shall direct all questions to:

Barton Malow Company
Attn: Brad Kolcz
email: bradley.kolcz@bartonmalow.com

- B. All such requests must be made in writing via e-mail. No response will be made to any oral question.
- C. Any interpretation, correction or change of the Contract Documents will be made by addendum issued by Barton Malow Company (BMC) on behalf of the Midland Public Schools. Interpretations, corrections or changes of the documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and/or changes. Addenda will be emailed to all that are known to have received Contract Documents.
- D. Each bidder in its Proposal must acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of, any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
- E. The Owner intends that all bidders have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request for Clarification or other written response thereto, or in the Proposal.
- F. From the issue date of this RFP until a Bidder is selected and the selection announced, a prospective Bidder shall not communicate about the subject of this RFP or a Bidder's Proposal with the Owner, its Board of Education, or any individual member, administrator, faculty, staff, student, employee, or its Owner's Representatives.

9. BID PROPOSAL FORM

- A. Each bid shall be submitted on the included bid proposal form with all blank spaces filled in (enter "\$0.00" where items are included at no additional charge, enter "N/A" for items that are not applicable or available from the Bidder. All blanks on the bid form shall be typed or written manually in ink.
- B. Include an executive summary for the solution and adequate backup to familiarize the evaluation committee with the solution, integrator, and personnel who will be assigned to primary tasks.
- C. All interlineations, alternations or erasures shall be initialed by the bid representative of the Bidder that executes the bid form.
- D. Fill in all blank spaces for bid prices in both words and figures. In case of discrepancies, amount shown in words will govern.
- E. Submit all copies of the bid, the familial disclosure form, Iran Economic Sanction Affidavit, and any other documents required to be submitted with the bid, in a sealed opaque envelope.
- F. Each copy of the bid shall include the legal name of the Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a contract. If bids are submitted by an agent, provide satisfactory evidence of agency authority.

10. VOLUNTARY ALTERNATES

- A. All bid proposals must be based upon the base requirements established in the request for proposal. In addition to a base bid proposal, the submission of voluntary alternates is acceptable. If a voluntary alternate is submitted for consideration, it shall be expressed on the bid form. If a voluntary alternate is submitted, the Bidder shall also submit sufficient information in the form of specification, product data, etc., sufficient for analysis of the alternate.

11. TAXES

- A. The bidder shall pay any applicable taxes for any work that is not tax exempt. Exemption certificates, if required, will be furnished on forms provided by the bidder.

12. CONTRACT AND INSURANCE

- A. Bidder, if chosen, agrees to begin immediately following receipt of a "Midland Public Schools Purchase Order Form".
- B. A copy of the Insurance Requirements is attached to this RFP. If contractor includes installation, before commencement of any Work, a Certificate of Insurance executed by Bidder's insurance agent or carrier showing evidence of required insurance coverage's shall be submitted in accordance with the Insurance Requirements attached to these bid documents.
- C. Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Bidder MUST be specifically enumerated by the Bidder and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Bidder's opinion, are not applicable to, the Bidder. The Bidder shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Bidder's Proposal and those exceptions or special considerations or conditions are expressly accepted by the Owner. All Pricing factors must be clearly indicated in the Proposal Forms provided as part of the Bidder's Proposal.

13. PAYMENTS

- A. Payments will be in accordance with the purchase order terms and conditions.

14. PERFORMANCE AND PAYMENT BONDS

- A. For installation options, Bidders are to include the price of a performance and payment bond in their bid proposal. The bid proposal form provides a means for identifying the cost of the bond. For bid proposals under \$50,000, the Owner may choose to waive the bonds in which case the amount would be deducted from the contract price.
- B. For all bids over \$50,000, Owner will require Bidder to furnish a Performance Bond and a Payment Bond, in amounts equal to the Agreement price, by a qualified surety naming both the Owner and Barton Malow Company as Dual Obligees. All sureties providing bonds on this Project must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A - or better. Bonds shall be duly executed by the Bidder, as principal, and by a surety that is licensed in the state in which the Work is to be performed.
- C. The Bidder shall deliver the required bonds to BMC prior to execution of the Agreement. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder, at a minimum, shall submit evidence to the satisfaction of BMC that such bonds will be furnished prior to commencement of onsite Work. In no event may the Bidder commence on-site Work without the required bonds properly issued and delivered.
- D. Performance Bond and Payment Bond form AIA Document A312 (1984 Edition) must be used for this Project.
- E. The Bidder's proposed surety must be acceptable to the Owner and BMC. If, at any time, after acceptance of the Bidder's bonds, the surety fails to meet the criteria stated above, the Bidder must, as a precondition to continuing Work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria.
- F. The Performance and Payment Bond penal sums (i.e., the Agreement price) must be listed as a separate line item on the bid proposal and payment requests.
- G. In the event of a Change Order to the Agreement that increases the Agreement price, the penal sum of any required Performance and Payment Bonds shall also be increased so that each penal sum equals the adjusted Agreement price. BMC or Owner shall have the right to request submission of bond riders, issued by the original qualified surety, evidencing that such increase to the penal sum of the bonds has been accomplished. Notwithstanding the foregoing, in the next pay application after the Agreement price has been increased by twenty-five percent (25%) or more, as a condition precedent to payment, Bidder shall deliver a bond rider issued by the original qualified surety evidencing that the appropriate increase in penal sums has been accomplished. No alteration, erasure, or addition is to be made in the typewritten matter.

15. PREVAILING WAGE

- A. The Bidder shall comply with the latest prevailing wages and fringe benefits for all Work as required by State of Michigan/Public Act 166 dated 1965 as amended.

16. DEFINITIONS

- A. The Contract Documents consist of the Request for Proposal, the bid proposal, the specifications, all Addenda issued prior to bid opening and all clarifications noted during the post-bid interview. In the case of a discrepancy between the language in these Contract Documents and the owner purchase order language, the languages in these Contract Documents supersede.
- B. Addenda are written and/or graphic instruments issued by BMC prior to the execution of the Agreement which modify or interpret the contract documents by additions, deletions, clarifications or corrections.
- C. A Bidder is a legal entity submitting a bid.

- D. Bid, Bid Proposal, and Proposal are used interchangeably and refer to the bid submission from the Bidder in accordance with the Contract Documents.
- E. Base bid is the sum stated for which the Bidder offers to perform the complete work of, or supply equipment to which work may be added or deducted. The base bid shall be in strict accordance with the request for proposal, though voluntary alternates may be submitted in addition to the base bid.
- F. An alternate bid (or alternate) is an amount stated in the bid corresponding to change in project, materials or methods of work described in the contract documents as accepted.
- G. A unit price is an amount stated in the bid as a price per unit of measurement for materials or services as described in the contract documents.
- H. The term "day" is defined as calendar days unless otherwise specified.
- I. The term "Subordinate Parties" includes all of Bidder's employees, workers, laborers, agents, consultants, suppliers, Bidders or subcontractors, at any tier, who perform, assist with or otherwise are involved in any of the Work.
- J. The term "Work" includes all work and responsibilities performed or to be performed by Bidder of its Subordinate Parties under the Contract Documents.

17. GENERAL CONDITIONS

- A. The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and the character of the supplies, materials, or equipment and services required and a representation that the Bidder can furnish the item(s) in complete compliance with the Contract Documents.
- B. Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Bidder from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
- C. No alteration, erasure, or addition is to be made to the Bid Proposal Form or other Contract Documents. Deviations from the Contract Documents must be set forth-in space provided on the bid for this purpose.
- D. The Owner intends to communicate with Bidders via e-mail (e.g. RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communication include e-mail.
- E. Any decision made by the Owner, including Bidder selection, shall be final.
- F. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Bidder, shall be included in the proposal.
- G. Each Bidder submitting its Proposal releases the Owner from any and all claims arising out of, and related to, this RFP process and selection of a Bidder.
- H. A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- I. The Bidder certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Equipment and/or Services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

- J. The material/equipment specifications should be considered as a minimum requirement. Any deviations from the standard specified will be considered only when fully described and accompanied by descriptive literature and samples.
- K. All equipment must be supplied directly from the manufacturer with manufacturer standard components. No mixing of products or components from various manufacturers will be accepted, unless approved by the School District.
- L. Bidders must supply all rebates, incentives, warranties, and licenses purchased through the bid acceptance and not be part of a subcontract or duties requiring the Owner to file with a manufacturer.
- M. All components must be identical in similar systems purchased for each implementation phase.
- N. All prices bid must be "per unit" as specified.
- O. Prices shall be net, including transportation and delivery charges fully prepaid by the successful Bidder to destination indicated in the Contract Documents. If award is made on any other basis, transportation charges must be prepaid by the successful Bidder and added to the invoice as a separate item. In any case, title shall not pass until item(s) have been delivered and accepted by the Owner, in its sole determination.
- P. Bidders are to provide a response to the Contract Documents for quotation detailing the subsequent items with the response form. The response to the request for proposal shall include:
 - 1. The required bid proposal forms;
 - 2. Specification sheets on the systems proposed;
 - 3. Summary of manufacturer's standard warranty; and
 - 4. A summary of any deviations/enhancements to the minimum configurations listed
- Q. The Owner's operations must continue uninterrupted throughout the project. Certain portions of the work must be performed and completed in such order so as to permit the orderly operation of the Owner's activities. Each bidder shall review the work of their particular bid category, and all other bid categories to assure proper coordination to complete their work per schedule.
- R. Selected Bidder will submit daily report of all activities in the format approved by the Technology Designer documenting site location, work complete, commissioning checklists (if applicable), staffing levels (onsite and total), open issues, photos of completed work, etc.
- S. Selected Bidder will attend all meetings required by the Owner or Technology Designer including planning meetings, coordination meetings, construction meetings, progress meetings (anticipate weekly during planning and implementation), etc.

18. DELIVERIES

- A. The Owner will issue purchase orders stating the systems and the building slated for delivery. Delivery is to include:
 - 1. Inside delivery for all equipment.
 - 2. Deliveries received after 3:00 PM local time will not be accepted. Delivery service will be required to return the next business day.
 - 3. Note: the building does NOT have a truck well.
- B. Bidder will coordinate delivery with the construction manager and the Owner's staff. Delivery dates will be confirmed by the Successful Bidder one (1) week prior to delivery.
- C. The Owner will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Owner shall govern.

- D. Item(s) shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
- E. The Bidder shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school/department will note for benefit of successful bidder when packages, or package contents in cases of concealed damage, are not received in good condition.
- F. All deliveries shall be accompanied by delivery tickets or packing slips. All packing slips or delivery tickets shall indicate the purchase order no., name of the article and the quantity delivered and back-ordered.

19. ACCEPTANCE AND REJECTIONS OF BID-PROPOSALS

- A. It is the intent of the Owner to select a contract to the lowest responsible Bidder whose Proposal meets the criteria of the evaluation committee, provided the bid has been submitted in accordance with the requirements of the RFP and does not exceed the funds available. The Owner has not had the opportunity to review all of the products that may be submitted through this RFP, during the post-bid process the Owner will also review products bid to evaluate product suitability, initial cost, and ongoing costs.
- B. Although cost must be considered, other factors will influence the awarded Bidder. The Owner, at its sole discretion, shall determine whether particular Bidders have the qualifications to perform the scope of work. In determining whether a Bidder possess the basic qualifications Owner may consider, but not be limited to: Bidder and manufacturer's reputation for performance and service; product availability; longevity of service (number of years); previous experience with similar projects; years of continuous business; commitment to schedule and completion date; financial condition; Bidder's current workload; product availability; features and benefits of the proposed solution; alternates and voluntary alternates; product life cycle; warranty, etc.
- C. Owner reserves the right to negotiate further with the successful Bidder.
- D. The Owner reserves the right to reject all bids. Also, reserved is the right to reject for cause any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interest of the Owner will be served.
- E. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1. If bid proposal form furnished is not used, altered, or incomplete.
 - 2. If there are unauthorized additions, qualifications, conditions or irregularities of any kind this may make the bid incomplete, indefinite or ambiguous as to its meaning.
 - 3. If Bidder adds any provisions reserving right to accept or reject any award of contract.
 - 4. If unit or lump sum prices or alternates contained in the bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
 - 5. If Bidder fails to complete bid proposal form in any other particulars where information is requested so bid proposal form may be properly evaluated.
 - 6. If bid security does not accompany bid proposal form.
 - 7. If the familial disclosure form and the Iran Economic Sanction Affidavit does not accompany bid proposal form.
- F. Bidder's lack of responsibility as revealed by submitted information on either experience, or equipment statements.

- G. Bidder's lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history.
- H. If any pertinent instructions to bidders is not fully complied with.
- I. The Owner shall have the right to waive any informality or irregularity in any bid or bids received and to accept bid or bids which, in their judgment, is in their best interest.
- J. The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder based on the sum of the base bid and the alternates accepted.

20. GUARANTEES BY THE BIDDER

The successful bidder guarantees:

- A. Their products against defective material or workmanship and to repair or replace any damaged material/equipment or marring occasioned in transit or assembly when installation is specified.
- B. That all delivered material/equipment shall be as bid. No substitutions will be accepted unless prior to delivery material/equipment has been inspected by the Owner and found to be equal to the item specified.
- C. That all material/equipment or furniture offered is standard, new, latest model of regular stock product or as required by the Contract Documents, with parts regularly available for the type of equipment or furniture offered; also that no attachment or part has been submitted or applied contrary to manufacturer's recommendations and standard practice. All equipment must be guaranteed against faulty material and workmanship, and a manufacturer's warranty indicating the warranty or guarantee period must be available at time of delivery or acceptance.
- D. That he/she has carefully checked the enclosed figures and understands that he/she shall be responsible for any error of omission in this bid offer.
- E. Material/equipment with such specifications for the price set forth in this bid.

21. ON-SITE SAFETY AND LOSS CONTROL PROGRAM

A. General Requirements:

1. In addition to the requirements set forth below, the Bidder shall comply with all terms, conditions and provisions of all applicable laws.
2. Contractor must submit a monthly summary of hours worked on-site and information for any safety incidents as a requirement for payment processing. This includes on-site hours for any subcontractors, but does not include hours worked off-site or at the Contractor's facility. Form of reporting will be decided with the project team. If Contractor does not keep track of on-site vs. off-site hours for their internal purposes, an estimate will suffice.
3. The Bidder shall assign an individual to act as Safety Representative who will have the responsibility of resolving safety matters and acting as a liaison among Bidder, BMC and the Owner. The Safety Representative must be a person who is capable of identifying existing and predictable hazards in surroundings that are unsanitary, hazardous or dangerous to employees, and has the authority to take prompt corrective measures to eliminate them. The Safety Representative must meet the standards for a Competent Person under applicable law when required (scaffolding, confined spaces, etc.) and be on site full time. The Safety Representative or an alternate must attend periodic safety meetings as directed by BMC.
4. Bidder, through its site supervisors and/or Safety Representative, shall attend a pre-construction meeting where planning for safe execution of the project will be addressed.
5. All on-site employees of either Bidder or its Subordinate Parties are required to report any unsafe act or condition and any work-related injuries or illness immediately to a supervisor. If the act or condition can be safely and easily corrected, the employee or supervisor shall make the correction.

6. Bidder shall inform BMC immediately of the arrival of any federal or state inspector or compliance officer prior to touring the site. Any reports, citations, or other documents related to the inspection shall be provided promptly to BMC.
7. Bidder shall be responsible for payment of all safety-related citations, fines and/or claims arising out of or relating to its Work levied against the Owner, BMC or any of their respective employees or affiliates.

B. BMC's Rights

1. Safety Hazard Notifications may be issued to the Bidder when an unsafe act or condition is reported or observed. BMC shall not be required to supervise the abatement or associated reprimand of unsafe acts or conditions within a Bidder's scope of work as this is solely the responsibility of Bidder. Nevertheless, BMC has the right, but not the obligation, to require Bidder to cease or abate any unsafe practice or activity it notices, at Bidder's sole expense.
2. Bidder's failure to comply with the contract safety requirements will be considered a default of the Contract Documents and may result in remedial action including, but not limited to, withholding of payment of any sums due or termination.
3. BMC's failure to require the submission of any form, documentation, or any other act required under the Contract Documents shall not relieve the Bidder from any of its safety obligations.
4. Nothing in the Contract Documents makes BMC responsible or liable for protecting Bidder's employees and other Subordinate Parties or assuring or providing for their safety or preventing accidents or property damage.
5. All requirements referenced above are binding on Bidder and all of its Subordinate Parties, even where such requirements may exceed the standards of applicable law.

22. EQUAL EMPLOYMENT OPPORTUNITY

- A. It is the Owner's policy not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry or sex.
- B. Bidder understands that any agreement with the Owner shall be in consideration of maintaining the above mentioned non-discrimination policy.
- C. Bidder understands that they may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

