

To: PROSPECTIVE BIDDER

Subject: REQUEST FOR PROPOSAL

Date: April 13, 2017

Enclosed is one complete set of bidding documents and the proposal response documents to bid on the WGVU ATSC 1.0 Encoder Project

If you wish to bid for this contract, please **submit your proposal for RFP #217-47 no later than 10:00 a.m. on Thursday April 27, 2017.** E-mail your proposal to [**RFP-Received@gvsu.edu**](mailto:RFP-Received@gvsu.edu)

Bids will be opened and acknowledged. No immediate decisions will be made. Your proposal must be received electronically by the bid opening date and time. Grand Valley State University is not responsible for e-mail bids affected by spam or not received by the bid opening date & time. No fax, verbal, or telephone proposals will be accepted. All questions must be directed to WGVU Engineering Dept., Attn. Bob Lumbert @ 616-331-6732 or 616-331-6739.

Before submitting proposal, check to be sure that:

1. The Proposal/Certification/Contract form is signed and witnessed.\*
2. All addenda received are acknowledged

\*Note: Electronic submission becomes your authorized signature

Thank you for your participation,

Valerie Rhodes-Sorrelle, C.P.M.

Senior Strategic Sourcing Specialist

***Procurement Services - 2033 James H Zumberge Hall - Allendale, MI 49401***

***Phone - 616/331-2280 - Fax 616/331-3287***



**Introduction**

Grand Valley State University was chartered by the Michigan legislature in 1960 in response to the need for a public, four-year College in the state’s second largest metropolitan region. Since the first year, when there were 226 students and 14 faculty members, Grand Valley has become a comprehensive university with more than 25,000 students and more than 1,700 full-time and part-time faculty members.

The university offers more than 200 areas of study, including 86 undergraduate programs and 36 graduate programs. The campuses offer state-of-the-art facilities, ranging from wireless academic buildings to modern living centers for more than 6,000 students, as well as performance and athletic facilities.

The university offers degrees from its campuses in Allendale, Grand Rapids, and Holland, and regional centers in Muskegon and Traverse City. The largely residential Allendale campus is 1,322 acres of beautifully wooded grounds. The Mary Idema Pew Library Learning and Information Commons is the intellectual heart of campus and is being recognized as a new national model for 21st century learning. The P. Douglas Kindschi Hall of Science opened in fall 2015 and will help Michigan meet the demand for STEM fields, nursing, and health professions.

The Robert C. Pew Grand Rapids Campus serves more than 10,000 students and focuses primarily on graduate and professional studies. The Grand Valley story is one of continued commitment to a high-quality, student-focused learning experience. It is the story of students, friends, alumni, faculty, and staff members, and donors who have positioned this institution to make a meaningful impact to shape the future within the state, the nation, and the world.

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General Terms and Conditions (Rev. 04.11.17)

1. Not Used
2. Not Used
3. Not Used
   1. Supplemental Conditions
      1. The Supplier shall comply with the University’s policy and procedures (<http://www.gvsu.edu/purchasing>) and any additional instructions issued from time to time by the University.
      2. During the period of contract, no change is permitted to any of its conditions and specifications unless the Supplier receives prior written approval from the University.
      3. Should the Firm find at any time that existing conditions make modification in contract requirements necessary, it shall promptly report such matter to the University for its consideration and decision.
      4. The Firm shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated which apply to the operation herein specified.
      5. The Firm’s performance may be evaluated by a designee or an Advisory Committee of the University meeting from time-to-time during the period of contract. It will be the responsibility of the Firm to respond, in writing if so requested, to inquiries, requests for change, and recommendations.
      6. The Firm shall provide the University, with telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available during the University’s normal working hours by telephone. The Firm shall also provide sufficient backup in times of staff shortages due to vacations, illnesses, and inclement weather.
      7. The Firm shall maintain applicable insurance coverage with appropriate coverage limits. The Firm shall provide the name of the primary insurance carrier and their trade rating which may apply to the operation herein specified.
   2. Termination

The University may terminate this agreement for any reason, including but not limited to, changes in the market price of the products and non-appropriation of federal or state funding to university, by delivering not less than thirty days prior written notice to Supplier.

If termination is due to default by Supplier, Supplier shall have ten days from receipt of notice to cure the default. If Supplier fails to cure within the ten-day period, university may terminate this agreement immediately.

The failure of university to exercise its rights of termination for default due to Suppliers failure to perform as required in any one instance shall not constitute a waiver of termination rights in any other instance.

* 1. General Terms and Conditions

The terms and conditions shall govern any agreement issued as a result of this solicitation.

Additional or attached terms and conditions which are determined to be unacceptable to the University may result in the disqualification of proposals. Examples include, but are not limited to: liability for payment of taxes, subjugation to the laws of another state, and limitations on remedies.

4.3.1 Interpretation, Enforcement and Forum of Laws

For disputes between University and Supplier, this agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of Michigan and the venue shall lie in Kent County.

4.3.2 Compliance with Law

Supplier warrants and certifies that in the performance of this agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

4.3.3 Funding Provided by Federal Contracts or Grants

Where federal contracts or grants provide funding to University, it is the responsibility of the Supplier and University to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When federal contract or grant funds are used on purchases under this agreement, which exceed $25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4.3.4 Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without it’s consent) of an assignee for the benefit of creditors, or a receiver, University may cancel this agreement without prior notice and without incurring any liability whatsoever to Supplier.

4.3.5 Assignments

Supplier shall not assign this agreement or any of Supplier’s rights or obligations hereunder, without University’s prior written consent. Any purported assignment made without prior written consent shall be void and of no effect.

* + 1. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold University, its officers, agents, servants, and employees harmless from any and all losses, expenses, claims, (including reasonable attorney’s fees), or judgments arising out of cases of such infringement.

4.3.7 Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this agreement or use University logo or trademarks in any advertising material of any kind without expressed written permission. University agrees not to make reference to this agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

4.3.8 Indemnification

Supplier agrees to indemnify and hold University harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to University by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of University or its employees. Supplier, at the request of University, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against University or its respective officers, agents, servants, and employees.

4.3.9 Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on University premises, Supplier shall maintain in force during the period of such work limits of liability as required by law or as set forth herein, whichever is greater: (a) worker’s compensation, as required by the laws of the State of Michigan; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming University as additional insured. Supplier shall furnish to University satisfactory proof of such insurance coverage included with Supplier’s proposal.

4.3.10 Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

University is a 501(c) (3) not-for-profit corporation and is exempt from state sales and use taxes imposed for services rendered and products, equipment or parts supplied.

All prices listed and discounts offered are exclusive of sales and use taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from University (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the tax requirements of the State of Michigan. University shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

4.3.11 Americans with Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

4.3.12 Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the University. University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings at all University locations are tobacco-free. Use of tobacco products is not permitted in any area inside any buildings. Smoking is prohibited within twenty-five (25) feet of any building, within twenty-five feet of any bus stop on University property and within twenty-five feet of the Little Mac Bridge on the Allendale campus. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this agreement. University reserves the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

4.3.13 Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this agreement unless this agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

4.3.14 Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

4.3.15 Sexual Harassment and Bias Incidents

Federal law and the policies of the University prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If University in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this agreement to cause such person to be removed from University’s facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.3.16 Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to University inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier’s risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to University. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

4.3.17 Gratuities

University may, by written notice to Supplier, cancel the agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of University with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this agreement.

4.3.18 Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, or employee of University to secure or influence the decision to award this agreement to Supplier.

4.3.19 Suspension or Debarment

University may, by written notice to the Supplier, immediately terminate the agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

4.3.20 Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither University nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

4.3.21 Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this agreement, University shall have the right to make alternative arrangements to insure the satisfactory performance of the agreement during the time Supplier is unable to perform the required duties. Any costs incurred by University, as a result of such job action, shall be reimbursed by the Supplier.

4.3.22 Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

4.3.23 Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by University and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

4.3.24 Continuation of Performance through Termination

Supplier shall continue to perform, in accordance with the requirements of this agreement, up to the date of termination, as directed in the termination notice.

4.3.25 Proprietary/Confidential Information

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure. Supplier is hereby notified that University adheres to all statutes, court decisions and the opinions of the State of Michigan regarding the disclosure of proposal information.

All information, documentation, and other materials submitted by Respondent in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act.

4.3.26 Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

4.3.27 Entire Agreement

This agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

4.3.28 Prevailing Wage Rates

If and where applicable prevailing wage rates apply. Prevailing wage rate information may be included with this document. However, if not, it is the responsibility of the bidder to obtain any and all appropriate prevailing wage rate information.



**WGVU**

**ATSC 1.0 Encoder Project**

1. **INTRODUCTION**
   1. **Scope**
      1. Grand Valley State University WGVU/WGVK Public Media is seeking bids for an ATSC 1.0 Encoder, ASI to SMPTE 310 converter, PSIP Generator, Dolby AC3 Encoder/Decoder, Audio Loudness Manager.
      2. Bidders please note Attachment A. Consideration will be given to bidders who can assist WGVU with the attached timeline by delivering needed equipment accordingly to accomplish the schedule. Bidders shall provide an itemized delivery timeline with bid.
   2. **Response Format**
      1. Bidders shall respond to each item in this proposal with **'Comply'** , **'Do Not Comply'**, **or N/A** as the case may be, placed in the blank immediately beside each item.
      2. Bidders shall provide a detailed list of all equipment/services to be supplied.
      3. Bidder’s responses shall follow RFP descriptions. Any additional items that Bidders may suggest must be listed and priced as optional.
      4. Responses shall be electronic. Proposals must also include all documentation and drawings requested in this RFP and as listed in the Response Requirements section 1.E. E-mail your proposal to [RFP-Received@gvsu.edu](mailto:RFP-Received@gvsu.edu). Please note that electronic submission becomes your authorized signature. Bidders must total the items they are quoting and place this total amount in the CERTIFICATION/PROPOSAL/CONTRACT section.
   3. **Omissions in RFP Response**
      1. RFP Response Forms and required information submitted with the omission of requested information may be considered by WGVU as an informality or irregularity when, in its opinion, the omitted information does not alter the amounts contained in the RFP response, place other Bidders at a disadvantage, or affect the proper evaluation of the proposal. Other omissions may be declared as non-compliant.
   4. **Contract Errors and Omissions**
      1. After the award of the contract, if the vendor discovers errors and/or omissions in the technical specifications, they shall notify the WGVU Director of Engineering for clarification. In no case shall the vendor proceed with the work prior to the authorized clarification. If the vendor fails to give notice, or fails to obtain clarification, they will be held responsible for the results of such errors or omissions and for the cost of rectifying same.
   5. **RFP Response Requirements**
      1. The following information must be included in all proposals where applicable:
      2. Warranty information for materials and services that indicates the length of the warranty and what is included under the warranty. Extended Warranties to be clearly indicated.
      3. Information or a statement to show the company’s ability to maintain technical engineering phone support.
2. **GENERAL REQUIREMENTS**
   1. **Selection Criteria**
      1. WGVU will evaluate all responses. The evaluation process will be assessing the bidder’s response on addressing WGVU’s needs with the requirements requested.
      2. WGVU reserves the right to request any additional information necessary to evaluate the responses without incurring any obligation to request such information from all the bidders that have submitted proposals. WGVU reserves the right to negotiate with the selected bidder following the evaluation period for the express purpose of modifying the configuration and price.
      3. WGVU realizes that technology is ever evolving. If technology is presented that WGVU was unaware of and or affords greater return on investment, productivity and future needs, WGVU reserves the right to explore and choose such technology even though not specified in this document.
      4. WGVU reserves the right to negotiate multiple awards to bidders should the services proposed from a single bidder fail to meet the best interest and requirements of WGVU.
      5. Compliant proposals will be evaluated using these "Best Value” criteria:
         1. Quality, technical performance of the proposed work.
         2. Reference checks for Vendor’s ability to meet planning and delivery deadlines.
         3. Vendor’s past experience with projects of similar scope and complexity
         4. Warranties and guarantees.
         5. Compliance with specifications
         6. Price of supplies and services
   2. **PBS Member Discounts** 
      1. WGVU/WGVK is a PBS Television Station and is eligible for discounts afforded to PBS stations. WGVU/WGVK is also part of Grand Valley State University a tax-exempt entity and is eligible for any and all educational discounts afforded to educational institutions. Bidder’s quotes need to reflect these discounts in their proposals.

**C) Warranty Statements**

* + 1. **Period**
       1. All services and materials provided under this RFP shall be warranted for a minimum period of five years from the date of final acceptance.
       2. This provision is not intended to restrict any greater warranty that might be offered by a specific manufacturer’s warranty.
    2. **Technical Telephone Support**
       1. Technical Support Service must be provided via phone, dial-in and/or access through the Internet for the five year warranty period.

**D) Project Reporting Requirements**

* + 1. The selected vendor(s) shall provide a weekly report each Friday afternoon by email to WGVU’s Director of Engineering. The reports will contain:
       1. The status of schedule and projected delivery dates of services.
       2. Justification of necessary revisions of the time line along with the revised time line to adjust for time and unforeseen circumstances.
       3. WGVU must be notified immediately when problems arise that may delay project.
  1. **Schedule/Timeline**
     1. WGVU will consider the delivery date listed on the proposal during the evaluation of proposals.

1. **EQUIPMENT**
   1. **List**
      1. A list of major equipment is included in the technical portion of this RFP. It is the vendor’s responsibility to add or delete items as appropriate for their proposal to meet the functionality requirements of this RFP. WGVU does not warrant that the list is complete.
      2. In addition to all supplies and services required, the list is to include the following where applicable:
         1. Service manuals, diagrams, parts lists, and schematics.
         2. Extender Boards and test fixtures required for recommended maintenance or set-up.
         3. All optional accessories required of the equipment in order to meet the functional objectives of this RFP.
         4. All required mounting accessories such as shelves, rack rails, etc. All additional accessories required in order to meet the functional objectives of this RFP.
   2. **Options and Accessories**
      1. Suggested options and accessories shall be included in the pricing and listed as options.
      2. Each item in the list shall be priced separately and shall include freight.
      3. The equipment configuration shall include software applications (if required) to allow WGVU/WGVK to fully operate the system per design requirements.

**4. TECHNICAL**

* 1. **Project Equipment List**

WGVU/WGVK is requesting quotes on the following equipment.

* + 1. Multi-Channel Statistical Multiplexing Encoder capable of:

One 1080i HD channel with 5.1 Dolby (AC3) audio

One 720p HD channel with stereo Dolby (AC3) audio

Two 480i SD channel with stereo Dolby (AC3) audio

One 480i SD channel with two stereo Dolby (AC3) audio

One 480i SD channel with stereo Dolby (AC3) audio (spare)

* + 1. One ASI to SMPTE 310 converter (Needed if output of Encoder does not support SMPTE 310)
    2. PSIP Generator with IP input/output.

* + 1. External Dolby (AC3) Decode/Re-Encode utility decoder/encoder.
    2. Audio Loudness Manager for above listed audio channels on ATSC 1 Encoder.

1. **Shipping and Delivery**
   1. **Packing and Crating**
      1. All supplies and equipment shall be packed to minimize the possibility of damage during shipment, unloading and on-site preparation. All vehicles during construction and delivery must stay on maintained roadway at all times.
      2. All delivery/shipments are to be coordinated with Bob Lumbert at:

WGVU

301 Fulton St. West

Grand Rapids, MI 49504-6492

Attn: Bob Lumbert

Phone: 616-331-6739

* + 1. **Shipments will only be received Monday-Friday, 8am-5pm.**
    2. Identification:All packages, crates, or cartons delivered to WGVU must be marked on the outside **WGVU Engineering** **ATTN: Bob Lumbert**, with a detailed packing list of the items included.

**6. MISCELLANEOUS**

* 1. **Long term support**
     1. WGVU views the relationship with the Vendor on this project as a long-term partnership that does not end with the expiration of system and product warranties. Vendors are to describe the processes, services, tools and capabilities they will commit to WGVU.
  2. **Payment & Schedule**
     1. GVSU Sales Tax Exemption ID# 38-1684280
     2. Quote Prices FOB Delivered to WGVU located at the Grand Rapids Campus at the address cited at 6.A.2
     3. For Services, First 25% payment request will be submitted with bid award, second 50% payment request when services are 90% complete, final 25% payment when services are complete.



CERTIFICATION/PROPOSAL/CONTRACT

#### WGVU ATSC 1.0 Encoder Project

1. The undersigned certifies that to the best of his/her knowledge:

There is no officer or employee of Grand Valley State University who has, or whose relative has a substantial interest in any contract award subsequent to this proposal.

The names of any and all public officers or employees of Grand Valley State University who have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The undersigned further certifies that their company \_\_\_\_ IS or \_\_\_\_IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.
2. Bidder declares the following legal status in submitting this proposal:

A partnership

A corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

An individual doing business as (DBA) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Bidder declares that company is at least 51% owned, controlled and actively managed by

(check all that apply):

African-American Native American Woman/Women

Asian American Multi-Racial ADA Disabled Person(s)

Hispanic American Veteran

1. Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. BASE PROPOSAL SUM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars

($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

1. The undersigned proposes to furnish all labor, materials, equipment, tools and services required to complete the work in accordance with the proposed Contract Documents listed herein, including all addenda issued pertaining to same, for the sum or sums as stated, and agrees that these Documents will constitute the Contract if accepted by Grand Valley State University.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address City/State/Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone No. Cellular Phone No. Fax No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Agent Signature Name & Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax Identification No. Date

VIII. **ACCEPTANCE:** This proposal is accepted by Grand Valley State University

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Agent Signature Name & Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Name

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Office Phone No. Cellular Phone No. Fax No.

\_\_\_\_\_\_38-1684280\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GVSU Tax Identification No. Date

# Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Facilities Planning

Grand Valley State University

1006 Service Building/GVSU Police

Allendale, Michigan 49401

**SUBJECT:** Guarantee and Indebtedness Statement

Project Name: WGVU ATSC 1.0 Encoder Project

The undersigned hereby provides the following statements covering the work performed under the Subject Contract with Grand Valley State University:

**GUARANTEE:**

We guarantee that all labor and materials furnished and the work performed by us in connection with the subject work are in accordance with the plans and specifications, authorized alterations and additions thereto; that should any defects develop or become apparent for a period of\_\_\_\_\_\_\_\_( ) year(s) from date of acceptance (such date being\_\_\_\_\_\_\_\_\_\_\_\_\_), and be due to imperfections in material and/or workmanship, the same shall, upon written notice be made good by us without expense to the owner, and that any other work affected in correcting such defects shall also be made good.

**INDEBTEDNESS STATEMENT:**

We hereby certify that all payrolls, materials bills, and other indebtedness connected with the work on the above subject project have been paid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Contractor

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Officer Notary for Contractor

Address:

ATTACHMENT A - SCHEDULE

SCHEDULE # START FINISH

1. Advertise Bid 04/13/17 04/27/17
2. Bids Due 04/27/17 04/27/17
3. Award Bids 05/03/17 05/03/17
4. Receive Equipment Orders / Installation Deadline\* 06/12/17 06/12/17
5. Submit Documents/Payments to Vendors 05/03/17 06/30/17
6. Close-out WGVU ATSC 1.0 Project . 06/30/17 06/30/17

\*All items must be delivered to WGVU by this date.