



E-Rate Category 2 Licenses

RFP# Q2627-02— September 14, 2026

Jake Alverson

GREEN BAY AREA PUBLIC SCHOOL DISTRICT | 1210 GUNS RD, GREEN BAY, WI 54311

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PROJECT SUMMARY

Product/Service Requested: E-Rate Category 2 Licenses RFP Number: Q2627-02	
<i>Proposed RFP Deadline Dates</i>	
RFP Issue Date	September 14, 2026
Questions Due	September 28 - 2 PM Central Time
Answers Posted By	October 5, 2026
Deadline for Responses	October 26, 2026* - 2 PM Central Time
Estimated Decision Date	October 28, 2026
<i>Contact Information</i>	
Name of Contact	Jake Alverson
Address	1210 Guns Rd, Green Bay, WI 54311
Telephone	(920) 391-6783
Email	jalverson@gbaps.org
<i>Appendices</i>	
Attachment A	Affidavit of Non-Collusion
Attachment B	Reference List
Attachment C	Subcontractor List
Attachment D	Notice and Certification
Attachment E	Vendor Identification
Attachment F	USAC FCC Form 470
Attachment G	Pricing Sheet

*Applicant may, at its sole discretion, extend the due date for the submission of proposals when it is in its best interest to do so. Such extensions shall be done via addendum posted in EPC.

STATEMENT OF NEED

Service Request

Applicant is requesting licenses for network equipment already owned by the district. A full list of the software requested is listed on the attached document [Attachment G].

Proposals are requested for the makes/models specified or equivalent. Offers containing alternative makes/models are required to submit product specifications and documentation to establish that the equipment is equivalent to the requested solution. Applicant will be the arbiter of whether the proposed solution is functionally and technically equivalent to the requested solution.

Quantities requested are the applicant's best estimate and may be adjusted as recommended by the offeror. Applicant reserves the right to increase or reduce quantities and buy some, all, or none of the listed equipment. Substitutions for equivalent equipment must be agreed upon in writing by both parties prior to finalization of any changes/deviations from the original agreed upon equipment list.

Disqualifying Factors

Applicant will disqualify proposals for the following reasons:

- Proposal submitted after the posted bid due date.
- Proposal does not provide definitive costs for the services requested (including recurring and/or one-time charges).
- Proposal includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Applicant.
- Proposal does not include documentation establishing any proposed alternative equipment is equivalent to the quality and functionality of the equipment and design included in the requested solution.
- Proposal and related documentation not submitted through Bonfire.

E-Rate Specific Considerations/Information

Licensing for equipment is often considered by USAC to have Basic Maintenance of Internal Connections or Managed Internal Broadband Services components, which is the reason BMIC & MIBS are listed on this Form 470.

Per USAC E-Rate rules, "cost of eligible services" will be the highest valued criterion in the evaluation process; however, other criteria with a lesser value may also be considered.

Service providers proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

By submitting a proposal on the requested services herein, the vendor certifies that its equipment and services are compliant with the FCC's recent Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain.

As required by E-Rate rules, all proposals in response to this Form 470 must offer the Lowest Corresponding Price (LCP). See <https://www.usac.org/E-Rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

Communications and Questions

All questions must be submitted by the deadline via Bonfire. Questions received in any other format or after the deadline will not be acknowledged.

Evaluation Criteria

% Weight	Criteria
40	E-Rate eligible cost of products
30	Non E-Rate eligible costs of products
15	Vendor qualifications, support capabilities, and service level agreement
15	Prior positive experience with the District

Proposal Instructions

To be included in the evaluation, proposals must be submitted by the deadline.
Proposals must be submitted through Bonfire.

Proposal submissions should include the following:

- Applicant name
- Form 470 number
- SPIN (Service Provider Identification Number)
- Service provider's terms and conditions

Proposals must include all costs associated with providing the requested products/services to the applicant including but not limited to taxes, shipping, etc.

Proposal pricing must be included on the attached pricing sheet [Attachment G] and be submitted in excel or google sheets format.

Proposed service fees for each piece of equipment should:

- be shown as separate line item charges,
- include the E-Rate eligible percentage, and
- be categorized as IC, BMIC, and/or MIBS.

Additional Considerations/Information

Applicant reserves the right to award all, part or none of the services set forth in this procurement. This procurement in no manner obligates Applicant until a valid signed contract and/or valid Purchase Order is executed.

After final contract is negotiated, approved, and awarded, all proposal documents pertaining to this procurement will be open to the public, except for material which is proprietary or confidential. Applicant will not make public any pages of a proposal on which the Offeror has stamped or imprinted "Proprietary" or "Confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement. Offerors proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract.

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to Applicant.

GREEN BAY AREA PUBLIC SCHOOL DISTRICT

Standard Terms and Conditions

1. GENERAL REQUIREMENTS:

Specifications: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. GBAPSD shall be the sole judge of equivalency. Vendors/proposers are cautioned to avoid bidding alternatives that do not meet specifications which may result in rejection of their bid/proposal.

Deviations and Exceptions: Deviations and exceptions from original text, terms, conditions or specifications shall be described fully, on the Vendor's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Vendor/proposers shall be held liable.

Quality: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by GBAPSD.

Quantities: The quantities shown on this request are on estimated needs. GBAPSD reserves the right to increase or decrease quantities to meet actual needs.

Pricing and Discount: GBAPSD qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30). If necessary, a best and final offer process may be used to determine the successful Vendor.

Each vendor is required to submit proposed contracts, catalog data, and technical information including design calculations that completely describes the associated services. Information provided will be used during the evaluation process. All general contents of this RFP and technical specifications herein, as well as the complete response of the successful vendor, will be included in any contract between the District and the successful vendor.

The District is not responsible for locating or securing any information that is not identified in the RFP and reasonably available to the District. To ensure that sufficient information is available, the vendor must furnish as part of the response, all descriptive material necessary for the District to determine whether the response meets the requirement of the RFP and establish exactly what the vendor proposes to furnish as to supplies, materials, and services.

The District reserves the right to determine whether a vendor is responsive and has the ability and resources to perform the contract in full and comply with the specifications. A vendor may be considered non-responsive if the vendor is unable to demonstrate vendor experience of performing jobs of similar or greater scope, failure to adhere to the bid response format requirements or not meeting the minimum specification requirements.

The District assumes no responsibility for understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this RFP.

Any information provided by the vendor verbally will not be considered as part of that vendor's response until written confirmation is received by the District at the address provided in this RFP.

2. Acceptance of Terms of the RFP:

By submitting a proposal, the vendor agrees to be bound by the Contract Terms and Conditions included herein which are in addition to the terms contained in the RFP, unless otherwise noted in the proposal. In the event a vendor wishes to present alternative Contract Terms and Conditions, the vendor must present said alternative language as part of vendor's proposal. Any such alternate language will be considered in the District's evaluation process.

3. False, Misleading or Incomplete Statements:

Proposals which contain false, misleading or incomplete statements, or which provide references which do not support an attribute or condition claimed by the Vendor, may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal. The District shall be the sole judge in making such determination.

4. Rules for Withdrawal or Revision of Proposal:

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Vendor's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the District's Director of Procurement before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Vendor to submit a new proposal, provided the Vendor can submit the new proposal by the deadline stated herein.

5. Subcontracting:

Any Vendor using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal (Attachment C, "Subcontractor List"). The selected Vendor will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any subcontracting or other legal arrangements made by the Vendor are the sole responsibility of the Vendor. Any contract that is entered between the selected Vendor and the Subcontractor(s) must contain all contract terms agreed to between the District and the successful vendor. In addition, any such contract shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

CONTRACT TERMS AND CONDITIONS

1. Contractual Conditions:

The following contractual conditions, in addition to system requirements and implementation terms, shall be included in the contract entered into by the district and the successful vendor. By submitting a proposal, the vendor agrees to be bound by the following contractual conditions unless otherwise noted in the proposal. In the event a vendor wishes to present alternative language to the following contractual conditions, it must do so as part of the vendor's proposal and such language will be considered as part of the district's evaluation process.

2. Number of vendors:

All materials and services proposed will be procured under these contracts. The vendor may have subcontractors. Any agreements between the vendor and subcontractors must not conflict with the terms of the agreement between the district and the vendor.

3. Contract award:

The award to the successful vendor is contingent on the successful negotiation of a final agreement of all terms between the parties. If contract negotiation cannot be completed successfully, the district may negotiate an agreement with the next highest scoring vendor or have the option to withdraw the RFP.

4. Contract Term and Termination:

The contract term shall be negotiated prior to contract award.

GBAPSD reserves the right to cancel the contract at any time, with or without reason, with a 60-day written notice.

GBAPSD reserves the right to cancel any contract, in whole or in part, without penalty due to non-appropriation of funds.

GBAPSD reserves the right to cancel the contract if the vendor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax.

GBAPSD reserves the right to cancel the contract with any federally debarred vendor or a vendor that is presently identified on the list of parties excluded from federal procurement and non-procurement contract.

GBAPSD may terminate the contract in the event the vendor breaches a material provision of the contract after appropriate written notice has been provided to the vendor and the vendor has failed to come in compliance. The District may enforce the terms of the contract by any legal means.

5. Contract Duration Pricing:

During the contract term, the successful vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the vendor be allowed to raise cost above the stated contract price.

6. Payment Terms and Invoicing:

The District normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. "Date of receipt" is defined as the completed delivery of the goods or services, or the satisfactory installation, assembly, or specified portion thereof, or the receipt of the undisputed invoices for the delivery of the goods or services, whichever is later. Payment may be made by check, automated clearing house (ACH) or procurement card at the District's option. Invoices should include the purchase order number and be submitted via email to gbaps_accounting@gbaps.org

7. Taxes:

GBAPSD and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases. Individual exemption certificates will be furnished upon request if needed by the successful vendor to reclaim such charges.

8. Insurance:

The successful Vendor shall be liable for damages resulting from injury to a person and/or damage to the property of others and/or of the District, employees of the District, or persons designated by the District for any purposes, prior to or subsequent to

acceptance, delivery, installation, and use of the system or service either at the successful Vendor's site or at the District, provided that the injury or damage was caused by the fault or negligence of the Vendor.

The successful Vendor shall purchase and maintain insurance to protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations under the contract, whether the operations be by the Vendor, by a subcontractor, or by anyone directly or indirectly employed by anyone of them or by anyone for whose acts any of them may be liable. The insurance must be placed with an insurance company with a minimum AM Best Rating of A-VII.

The insurance shall be written for not less than the limits of liability specified below or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the work until the date of final payment.

The insurance policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights to subrogation against the District, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arise from the work performed by the named insured for or on behalf of the District.

The District shall be named as an additional insured party on a primary basis with respect to operations of the Vendors or its subcontractors under the required liability policy. At a minimum, the Vendor shall be required to carry the following coverage and types:

8.1 Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 each occurrence, and \$3,000,000 aggregate combined single limit for bodily injury liability and property damage liability. This shall include premises and operations, independent contractors, products and completed operations, contractual liability, and personal injury liability. Coverage shall not exclude explosion, collapse, or damage in or around the facilities. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that Vendor's policy should have an exclusion for sexual molestation or abuse claims, then Vendor shall be required to procure a supplemental policy providing such coverage.

8.2 Business and Auto Liability: Coverage shall have minimum limits of \$1,000,000 per accident for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

8.3 Property Insurance: Vendor shall purchase and maintain, in a company or companies lawfully authorized to do business in Wisconsin, property insurance written on an "all risk" or equivalent policy form in the amount of the contract sum, plus value of subsequent contract modifications and the cost of material supplied or installed by others, comprising total value for the entire project on a replacement cost basis. The coverage also must include off site and in-transit exposures. The Vendor shall be responsible for all losses that fall under any deductibles on required insurance coverage. The Vendor shall include the District and subcontractors as additional insured. If the District is damaged by the failure of the Vendor to procure or maintain such insurance, then the Vendor shall be liable for all damages, injury, costs, and/or expenses, including attorney's fees, arising out of or resulting from the Vendor's failure to procure or maintain such insurance.

8.4 Worker's Compensation:

State:	Statutory
Applicable Federal:	Statutory
Employer's Liability:	\$100K/accident; \$500K/Disease, Policy Limit; \$100K/Disease, each employee

The Vendor shall provide the District with a certificate of insurance in a form acceptable to the District prior to commencement of the contract. The certificates and insurance policies required in the above paragraphs shall contain a provision that coverage afforded under the policies cannot be canceled, materially altered, or allowed to expire until at least 30 days prior written notice has been given to the District.

9. Independent Contractors (Non-Employee Authorized Agents):

The vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein, and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Wisconsin on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District. Vendor's employees shall not constitute "employees" or "full-time equivalent workers" of the District as provided in the Patient Protection and Affordable Care Act ("PPACA" or "Affordable Care Act"), 42 U.S.C. §§ 300gg et seq., Pub. L. No. 111-148, 124 Stat. 119 (Mar. 23, 2010). Vendor shall be responsible for compliance with the Affordable Care Act. Each party assumes full responsibility for its own employees, agents and contractors, in all respects.

10. Applicable Law and Compliance:

This contract shall be governed under the laws of the State of Wisconsin. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

All materials, equipment, and supplies provided to GBAPSD must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 C.F.R. § 1910.1200, vendor shall provide one (1) copy of a Materials Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

11. Antitrust Assignment:

The vendor and Green Bay Area Public School District recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by GBAPSD (purchaser). Therefore, the vendor hereby assigns to the Green Bay Area Public School District any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

12. Accessibility:

When Applicable--Vendor should demonstrate that each software and/or hardware confirms to the accessibility guidelines established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.0 (WCAG 2.0). Vendor should demonstrate that each software and/or hardware confirms to the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998. Section 508 is the section of the 1973 Rehabilitation Act that states that all electronic and information technology procured, used, or developed by the federal government after June 25, 2001, must be accessible to people with disabilities. Affected technology includes hardware such as copiers, fax machines, telephones, and other electronic devices as well as application software and websites.

13. Warranty:

Unless otherwise specifically stated by the Vendor/proposer, equipment purchased as a result of this request shall be warranted against defects by the Vendor/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Vendor.

14. Force Majeure:

Neither party shall be held responsible for delay or failure to perform, when such delay or failure is because of any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure, and provided the defaulting party gives written notice as soon as possible to the other party regarding the inability to perform:

- Fire
- Flood
- Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays or defaults caused by public carriers

15. Delivery / Guaranteed Delivery:

Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

16. Inability to Perform:

The vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancellation of the contract.

17. Duties to Mitigate:

Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder.

18. Indemnification Clause:

The vendor will be required to defend, indemnify and hold harmless the District, its agents, board members, officers, and employees ("indemnities"), from and against any and all actual or alleged claims, demands, actions, causes of action, injuries, personal injuries, contingent liabilities or damages, and reasonable attorney fees. An indemnity's recovery is not limited due to the fact that the District is named as an additional insured under any of the vendor's insurance policies. The vendor is solely responsible for any payment of any deductible or retention under its insurance policies.

19. Nondiscrimination:

During the performance of this contract, the vendor shall not unlawfully discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination.

20. Patent Infringement:

The vendor selling the articles described herein to GBAPSD guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the vendor guarantees that the sale or use of the articles described herein will not infringe any United States patent. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against GBAPSD (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21. Promotional Advertising/News Releases:

Reference to or use of GBAPSD, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of GBAPSD. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

22. Security Compliance on District Property:

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log located in the building main office or reception area. The log shall include a date of entry, employee name, vendor name, time entering the building, and time leaving the building. All contract personnel must wear an official identification badge issued by the vendor in an easily visible placard. The vendor will keep personnel screening records on file for any personnel under the resulting contract. This will include records of criminal background screening.

23. Tobacco:

Smoking and other use of tobacco, tobacco-like products, nicotine products, or alternative smoking products shall be prohibited at all times on District premises and at District-sponsored activities where the District controls attendance/access to the event or activity. Use of electronic cigarettes shall be prohibited everywhere that smoking and use of tobacco and tobacco-like products are prohibited. Authorized agents of District (e.g., authorized volunteers or vendors) are further prohibited from using tobacco, nicotine, electronic cigarettes or alternative smoking products in connection with a District-sponsored activity when students are present and the person is performing their role as an authorized agent of District. "District premises" means any District building, grounds, recreation area, or athletic field or property owned, used for school administration or school owned vehicles.

24. Assignment:

No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of GBAPSD.

25. Entire Agreement:

These Contract Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated somewhere in the request: in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

26. Recycled Materials:

GBAPSD is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

27. Utility Clearances:

For projects involving excavation, trenching, borings, etc., on the site, the vendor is required to contact Diggers Hotline at Wisconsin Public Service for location of underground telephone, electrical lines, water, sewer, or natural gas lines prior to digging. The vendor will verify the Wisconsin's One-Call's (Diggers Hotline) work prior to any digging. The selected vendor shall also locate existing utility systems on District property prior to work on the District property.

28. Use of District Facilities:

Means of ingress or egress in District buildings or offices shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the District. The vendor shall phase the work to ensure minimal disruption to the buildings' operations. Work involving significant amounts of noise, construction debris, etc., shall be performed while school is not in progress. The vendor's materials, tools, supplies, or debris shall not be stored or allowed to accumulate in occupied areas (corridors, classrooms, office areas, etc.). The District assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts that may occur to the vendor's materials. The vendor must propose to the District a definite schedule so the District can arrange for appropriate staffing. Any changes to the schedule must be approved by the District and submitted by the vendor no less than 24 hours before the anticipated change.

29. Date of Acceptance:

The contract will be considered substantially complete under the following conditions:

- All of the work has been completed in accordance with the contract and specifications.
- The system operates in conformance with manufacturer's published specifications.
- Vendor must provide District with documentation verifying successful testing of each component of the project.
- Completion of 30 consecutive days of operation without major component failure from the system or service is turned over to the District for use.
- All documents and manuals, as specified and agreed upon, have been provided.
- If required by State Wisconsin law, the vendor has provided to the District an approved Withholding Affidavit from Vendors by Wisconsin State Revenue Agency.

The vendor shall certify in writing to the Director of Procurement when the system or service is installed, operational in accordance with the specifications stated above, and ready for use. Upon receiving the certification, the District will schedule acceptance testing. At the end of the acceptance period, if acceptance is successful, the District shall provide written confirmation. This constitutes Date of Acceptance.