

	KC 2022-114 REQUEST FOR PROPOSAL	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	INSTRUCTIONS	

Materials and/or Service Requested: The Kitsap County Prosecutor’s Office is seeking a new case management system to replace its legacy system.

Schedule of Events: The following is the County’s best estimate of the schedule of events. The schedule is subject to change as deemed necessary by the County.

ITEM	DUE DATE, TIME, AND LOCATION
Issuance of Request for Proposal	March 9, 2022
Written Questions Due	March 18, 2022, Time: 4:00 pm (Pacific Time)
Addendum Issued	March 23, 2022, Time: 4.00 pm (Pacific Time)
Proposal Due Date	March 25, 2022, Time: 4:00 pm (Pacific Time)
Demonstrations	If needed - will be schedule the week of March 28-April 1, 2022

County Point Of Contact. Questions and correspondence regarding the Solicitation shall be directed to the Purchasing Supervisor.

Mailing Address for USPS delivery:

Glen McNeil, Purchasing Supervisor
 Kitsap County Purchasing Office
 614 Division Street, MS-7
 Port Orchard, WA 98366

Phone: (360) 337-4789

Email: Purchasing@co.kitsap.wa.us
www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:

Glen McNeil, Purchasing Supervisor
 Kitsap County Administration Building
 Purchasing Office – Fourth Floor
 619 Division Street
 Port Orchard, WA 98366

BIDDERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSIVE TO THIS SOLICITATION, THE BIDDER AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION.

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SCOPE OF WORK

Article 1. Definitions and Acronyms

Article 2. Project Overview and Objectives

EXHIBITS

Exhibit A: Proposal Certification form

Exhibit D: Contractor References form

Exhibit B: Exceptions and Assumptions form

Exhibit E: Subcontractor Identification form

Exhibit C: Cost Proposal form

Exhibit F: Case Management System Contract

1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
 - A. Addenda means written instructions issued by the Purchasing Supervisor prior to the bid due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
 - B. Bid or Proposal means the offer submitted by the Bidder in response to this Solicitation.
 - C. Bidder means the person or entity submitting a proposal in response to the Solicitation.
 - D. Contract means the agreement to provide the goods and/or services that are the subject of this Solicitation. The Contract will be comprised of the Solicitation documents, which include the Bid Instructions, scope of work, specifications, all exhibits, any County clarifications and addenda, the Contractor's proposal as accepted by the County, the agreement signed by the parties, and all appendices, amendments and exhibits referenced herein and therein.
 - E. Contractor means the person or entity awarded a Contract resulting from the Solicitation.
 - F. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
 - G. Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the Solicitation.

For purposes of the Solicitation the words "shall", "must", or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.

2. Questions, Communications. All communications concerning the Solicitation must be in writing directed to the Purchasing Supervisor and reference the Solicitation number, page, and section number. Questions will be accepted up to the due date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered. Bidders are to obtain written clarification from the Purchasing Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve the Bidder of any responsibilities under the Solicitation or any subsequent Contract. Only answers to questions communicated by the Purchasing Supervisor in an issued addenda will be binding on the County. **Bidders that communicate with other county staff regarding the Solicitation without prior authorization from the Purchasing Supervisor may be disqualified.**
3. Proposal Due Date, Time. Proposals must be received by the Kitsap County Purchasing Department at the specified location by the Proposal due date and time. The Bidder is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of the County.

4. Format, Submission, Copies, Signature
- A. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include DOC and DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT, and PPTX (Microsoft PowerPoint), or PDF (Adobe Acrobat). Requests to submit files in another format should be directed to the Purchasing Supervisor.
- B. Signed Proposals shall be submitted to the Purchasing Supervisor at the address identified on the first page of the Solicitation in a sealed envelope or package provided by Bidder and shall identify Bidder's name and address, Solicitation name and number, and submittal date on the outside of the envelope or package. Proposals submitted by email or fax will not be considered. Flash drives and thumb drives are acceptable. Bidder is to return all exhibits and addenda signed by a person authorized to sign on behalf of the Bidder. Unsigned Proposals may be rejected by the County as incomplete.
- C. Bidders shall submit: **one (1) original**, marked "original", **four (4) hard copies**, and **one (1) electronic copy** of their Proposal.
- D. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
1. Corporation. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
 2. Partnership. If submitted by a partnership, the Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
 3. Limited Liability Company. If submitted by a limited liability company, the Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
 4. Joint Venture. If submitted by a joint venture, the Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
5. Acceptance Of Terms And Conditions. The submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
6. Addenda. Bidders are responsible for checking for Addenda, which will be posted on the County website at <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>. The County will issue an Addenda if it modifies the Solicitation or responds to questions. Bidders are to acknowledge receipt of all Addenda on the Proposal Certification form and submit all signed Addenda and completed exhibits with the Proposal.
7. Addenda Conflict. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.
8. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Bidder shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the Exceptions and Assumptions form. **Any exception or assumption not specified on the Exceptions and Assumptions form will be considered void and not part of the Proposal**. The absence of an identified exception or assumption on the form shall mean the Bidder acknowledges, accepts, and agrees to comply with all terms and conditions as identified in the Solicitation in every respect. A Proposal with an exception or deviation to any material requirement of the Solicitation may be rejected.

9. Costs, Taxes. Proposals shall identify the total costs, fees, and charges for the goods and/or services requested in the Solicitation on the Cost Proposal form. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the goods. All prices shall include freight FOB destination, freight included to the designated delivery point. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. Payment of all costs, fees and other charges not identified on the Cost Proposal form shall be the responsibility of the Bidder.
10. Rejection, Waiver. The County in its sole discretion retains the right, without penalty, to reject any and all Proposals or portions thereof, and/or waive or reject any defects, informalities, or irregularities;
11. Non-Responsive Proposal. The County in its sole discretion retains the right, without penalty, to any Proposal, in whole or in part, as nonresponsive if the Proposal a) is submitted late or incomplete; b) is noncompliant with any part of the Solicitation; c) contains inaccurate, misleading, exaggerated, or false information; d) fails to respond to every Solicitation item or to provide all information requested; e) is irregular; and/or f) takes exception or assumption. Proposals will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
12. Preparation Costs. Bidder understands and agrees that the County is not responsible for any costs incurred by the Bidder in the preparation or submission of a Proposal including without limitation the costs associated demonstrating, presenting, or negotiating in response to the Solicitation.
13. Acceptance Period. All Proposals timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
14. Acceptance Does Not Bind County. Acceptance of a Proposal does not bind the County until it is approved by the appropriate County level of authority and a Contract is executed by the parties.
15. County Right To Withdraw Or Amend. The County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to the County.
16. Bidder's Withdrawal Or Modification. Bidder may modify or withdraw a submitted Proposal prior to the Proposal due date and time. A request to modify or withdraw a Proposal must be in writing, signed by an authorized representative of Bidder and submitted to the Purchasing Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn Proposal may be re-submitted prior to the Proposal due date and time. Negligence in preparing or submitting a Proposal confers no right of withdrawal or modification after the due date and time.
17. Bidder Responsibilities. Bidders shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the goods and services requested in the Solicitation, but not specifically designated as a County responsibility, are the responsibility of Bidder's operation, and Bidder must include these in its response to the Solicitation.
18. Serial Numbers. Equipment included in a Proposal shall possess the original unaltered manufacturer's serial number, if applicable. The County, throughout the Contract term, reserves

the right to reject any altered equipment.

19. Brand Names, Equivalents. References to manufacturers, trade names, brand names or catalog numbers (collectively “Identifiers”) in the Solicitation are intended to be descriptive, not restrictive unless otherwise stated. Identifiers are intended to indicate the level of quality, design, or performance desired. Proposals with equivalent products of equal or greater quality, design or performance may be considered. Proposals must clearly describe alternate Identifiers and indicate how it differs from the product specified in the Solicitation; and, include complete and sufficient descriptive literature and specifications to enable a full and fair determination as to whether the proposed alternate will be equivalent to or better than the product named in the Solicitation. The County has the sole discretion to accept or reject any like item and may require the Bidder to provide additional information and/or samples. If the Bidder does not specify otherwise, it is understood that the referenced Identifier is required and will be provided under the Contract.
20. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Solicitation shall be made based of this statement.
21. Descriptive Literature. All Proposals are to include complete manufacturer’s descriptive literature regarding the equipment, goods and services proposed. Literature shall provide sufficient detail to allow full and fair evaluation of the Proposal submitted.
22. Test Models, Samples. The County may request any or all Bidders to provide a test model or sample of the product(s) proposed on a no-charge basis. The performance, characteristics, and components of the model and samples submitted for inspection and testing will be considered a representative model of the products proposed and intended for delivery. Any product tested and found not capable of meeting the requirements of the Solicitation specifications will not be considered for a Contract award. The County is not responsible for any damages that may occur to any model or sample supplied for testing.
23. Non-Exclusive Contract. The County intends to award one contract and does not anticipate multiple awards. Regardless, the County retains the discretion to make multiple or partial awards to obtain the same or similar goods and/or services that are the subject of the Solicitation and/or to order greater or less goods and/or services based on the needs of the County. Contracts resulting from the Solicitation are not exclusive service agreements.
24. Firm Pricing. Prices will be firm for the entire contract period identified in the Solicitation unless the solicitation specifically provides otherwise.
25. Applicable Laws. The solicitation, any proposal submitted in response, and the resulting contract shall be governed in all respects by the laws of Washington state, without regard to conflicts of law or choice of law provisions.
26. Compliance With Laws. The Contractor and Contractor’s Proposal shall comply with all applicable federal, state, and local law, rules, regulations, executive orders, directives of its domicile and wherever performance occurs in connection with the funding source, executive, delivery, and performance of the Contract, regardless of whether they are referred to by the County.
27. Interlocal Purchasing Agreements. This is for information only and not to determine award. Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and

political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with Kitsap County may purchase from County Contracts. The Bidder has the option to agree to sell additional items at the Proposal prices, terms, and conditions, to other eligible governmental agencies. The County has no responsibility for the payment of such purchases. Should the Bidder impose additional costs for such purchases, the Bidder is to name such additional pricing as a supplement to their Proposal.

28. Discussions. The County reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Proposal and assure full understanding of, and responsiveness to, Solicitation requirements.
29. Interviews, Demonstrations. The County reserves the right, but not the obligation, to conduct interviews and/or demonstration with some or all Bidders at any point during the evaluation process. In the event interviews and/or demonstrations are conducted, information provided during this process may be taken into consideration when evaluating the stated criteria. The Bidder will not be reimbursed by the County for any costs associated with the interview and/or demonstration process.
30. Contract Terms. The Contractor will be required to sign the Contract identified in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approve of the county. Objections to any of the Contract provisions must be set out in the Exceptions and Assumptions Form. Failure to identify an exception on the Exceptions and Assumptions Form is considered acceptance. The County reserves the right to add terms and conditions during Contract negotiations.
31. Negotiations, Award. Negotiations are scheduled at the convenience of the County. Should the evaluation process result in a top-ranked Proposal, the County may limit negotiations to that Bidder and not negotiate with any lower-ranking Bidder. If negotiations are unsuccessful with the top-ranked Bidder, the County may then go down the line of remaining Bidders, according to rank, and negotiate with the next highest-ranking Bidder. Award will be made to the qualified Bidder whose proposal will be most advantageous to the County.
32. Licenses, Certifications, Business Standing. Bidders, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and for the duration of the Contract. A selected Bidder whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSCC) must remain in good standing with the WSCC during the term of the Contract. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSCC and the state where the original documents were filed.
33. Background, Security Investigations. Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.
34. Conflict Of Interest. No County employee whose position in the County enables him/her to influence the selection of a Contractor for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a Contractor as provided in Chapter RCW 72.23 RCW.

35. Debarment. The Bidder certifies, by submission of the Proposal, that the Bidder fully complies with the Federal, State, and County certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment and Suspension and implemented at 34 CFR, Part 85.
36. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
37. Public Records, Confidential Information. All Proposals and other materials submitted will become the property of the County for use as deemed appropriate and are subject to release pursuant to the Public Records Act (Act), chapter 42.56 RCW. Bidders should clearly identify in its Proposal any specific information that it claims to be confidential or proprietary. IF THE COUNTY RECEIVES A REQUEST UNDER THE ACT TO INSPECT THE INFORMATION CLEARLY IDENTIFIED BY THE BIDDER AS EXEMPT FROM DISCLOSURE, THE COUNTY'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY THE BIDDER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS THE BIDDER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. THE COUNTY WILL RELEASE THE INFORMATION UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER ENJOINING SUCH DISCLOSURE. THE COUNTY WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF THE BIDDER. The County will not be liable to the Bidder for releasing records that have been marked by the Bidder as exempt.
38. Compliance With Federal Requirements. If procurement involves the expenditure of state or federal assistance or contract grant funds, the awarded Contractor shall comply with state and/or federal law and authorized regulations that are mandatorily applicable and that are not set forth in the Solicitation.
39. Subcontractors. Bidder shall not subcontract work under the Contract without the prior written consent of the County. Bidder is wholly responsible for the entire performance of the Contract even when subcontractors are used and solely responsible for all subcontracts.
40. Reference Checks. The County may conduct reference checks to verify and validate the Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. The County reserves the right to obtain reference checks, other than those provided by the Bidder, relevant to the Solicitation requirements and the prospective working relationship between the County and the Bidder. Provide at least three (3) references for government entities for which the Bidder has provided or is providing the same or similar goods and/or services. Use the Contractor References form.
41. Protests. Protests of contract awards shall comply with the procedures adopted by the Purchasing Divisions. Kitsap County Code 4.116.050. The County has no obligation to delay or otherwise postpone a Contract award.
42. Proposal Format, Contents. Bidders are to provide all information requested in the Solicitation in the requested format. Proposals should be consecutively numbered and organized as identified below and include all Addenda and exhibits, be appropriately signed, tabbed, and labeled. Responses to sections and subsections shall begin with the clear identification of the section or subsection for which the response is provided. Bidder shall fully respond to each section, and not refer to another part of the response. Information or data pertaining to a section or subsection, but

included elsewhere, shall not be considered part of the response, and shall not be considered part of any contract awarded.

SECTION 1. COMPANY OVERVIEW, TABLE OF CONTENTS, CERTIFICATIONS

- A. Cover Letter/Company Profile. All Proposals must be accompanied by a cover letter and executive summary.
- B. Table of Contents
- C. Proposal Certification form and Addenda. Provide documents with original signatures.

SECTION 2. QUALIFICATIONS, PROJECT TEAM

- A. Qualifications, Experience
 - 1. Describe experience, capabilities, and other qualifications to provide the goods and services requested in the Solicitation for projects of similar size, scope, and nature.
 - 2. Provide an overview of Bidder's company, including years and nature of experience.
 - 3. Bidder must demonstrate a commitment to technology upgrades, including consistent new technology deployment over the last five years or more.
- B. Project Team
 - 1. Describe the experience and qualifications of the persons that will be assigned to provide the goods and services under this Contract. Bidder is to provide adequate experienced personnel qualified to provide the goods and/or services requested in the Solicitation. Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
 - 2. Identify the project management team (internal and external) that will provide goods and/or services under the resulting Contract. Identify the title, resume, and assignment.
 - 3. Provide an organizational chart of staff detailing where all such individuals, by name and title, and how they relate to one-another organizationally and to the County.
- C. References. Provide at least three (3) references for government entities for which the Bidder has provided or is providing the same or similar goods and/or services. Use the Contractor References form.

SECTION 3. TECHNICAL APPROACH, PROJECT SCHEDULE

- A. Technical Project
 - 1. Describe the procedures and methods to be used to meet the objectives and specifications identified in the Solicitation.
 - 2. Identify all County and Bidder's responsibilities.
 - 3. Provide a project transition schedule by task, including project organization, management, training, and quality control procedures.
 - 4. Describe methods for compliance with the requirements of the Solicitation.
 - 5. Describe all goods and services to be provided as required in the Solicitation.
- B. Project Schedule. Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path, when applicable.
- C. Scope of Work Response. Bidder's ability to comply with Scope of Work Requirements.

SECTION 4. COST PROPOSAL, WARRANTY

- A. Cost Proposal. The Cost Proposal form must be submitted with the Proposal. Bidder’s total cost for the entire project term must be represented as identified in the Solicitation. Proposals must include an itemized list of all direct and indirect costs associated with the performance of the Contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person’s time developed to the project, and profit. The successful Bidder must hold the accepted prices and costs for the entire Contract period. No price change shall be effective without prior written consent of the County. The County will not be responsible for any costs Bidder does not identify in its Proposal.
- B. Warranty. Bidder shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the Contractor shall promptly remedy all defects without cost to the County that may appear within this period. Contractor shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

43. Evaluation Criteria. An evaluation committee will evaluate and numerically score each Proposal based on the criteria below and weight assigned to each. The committee may also have the Proposals or portions of the Proposals reviewed and evaluated by independent third parties or various County personnel with technical or professional experience that relates to the services or criteria in the evaluation process. The committee may also seek reviews of end users of the services or advice or evaluations of subject matter experts. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring. The committee may adopt or reject any recommendations it receives.

Completeness of Proposal	Pass/ Fail
Section 1 – COMPANY OVERVIEW, TABLE OF CONTENTS, CERTIFICATIONS	10 points
Section 2 – QUALIFICATIONS, PROJECT TEAM	20 points
Section 3 – TECHNICAL APPROACH, PROJECT SCHEDULE	45 points
Section 4 – COST PROPOSAL, WARRANTY	25 points
TOTAL POINTS	100 Points

END OF INSTRUCTIONS