

SECTION 27 00 40

WARRANTY

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section defines general warranty requirements for the Communications System(s).

1.02 GENERAL

A. Warranty

1. The Contractor shall warrant the Work against all defects in materials, equipment and workmanship in compliance with the applicable requirements of Division 1.
2. **Manufacturer Warranties:** The Contractor's Warranty shall include all Manufacturer Warranties. The Contractor shall represent and act on the Owner's behalf in any and all Manufacturer warranty/replacement proceedings.
3. **Manufacturer Support Contract(s):** The Contractor shall provide any manufacturer backed maintenance, warranty and/or technical support contract necessary for the Contractor to configure, operate service, repair and/or replace any component of the Communication System(s). The contract shall be valid for the duration of the warranty period. The Contractor shall purchase the contract in the Owner's name and provide documentation and renewal information to the Owner at acceptance testing.
4. The Contractor shall comply with the Submittal portions of Division 27 Specification Section *Basic Communications Systems Requirements*.
5. All labor, materials, equipment, and other costs and services necessary for the fulfillment of the Warranty shall be provided at no charge to the Owner.

B. Warranty Period

1. Unless otherwise noted, the minimum installation Warranty Period shall be 2 year or as otherwise called for in the General Provisions of the Contract.
2. The Warranty Period shall commence upon Final Acceptance.
3. **Manufacturer Warranties:**
 - a. The Contractor shall honor Manufacturer Warranties for the full term established by the Manufacturer when said term is greater than the Warranty Period.
 - b. In cases where Manufacturer Warranties are less than the Warranty Period, the Contractor is liable for and shall warrant the Manufacturer's equipment for the entire term of the Warranty Period.
 - c. Where the Contractor has modified equipment, the Manufacturer's warranty may be voided. In such cases, the Contractor shall warrant the Manufacturer's equipment for a term equivalent to that of the original Manufacturer Warranty term, or for the entire Warranty Period, whichever is greater.

C. Warranty Certificate

1. The Contractor shall provide a written Warranty Certificate on the Contractor's letterhead, signed by the Contractor, with terms and conditions of the Warranty complying with the requirements detailed herein.
2. The Warranty Certificate shall include copies of all Manufacturer Warranties. Manufacturer Warranties shall be activated by the Contractor in the Owner's name.
3. The Warranty Certificate shall be submitted as part of the O&M Manual submission.

D. Warranty Fulfillment

1. The Contractor shall provide a Warranty service visit within 24 hours of notification.
2. Defects shall be remedied within 72 hours of notification.

1.03 SYSTEM SPECIFIC

A. The Contractor shall include the following additional system specific items as part of the Warranty above:

1. Communications Cabling System:
 - a. Communications Cabling System Manufacturer Warranty: The Contractor shall provide a Communications Cabling System extended product, performance/application, and labor Manufacturer Warranty that shall warrant all passive components used in the communications cabling system. Additionally, this Warranty shall cover all components not manufactured by the Manufacturer, but approved by the Manufacturer for use in the Communications Cabling System (i.e. “Manufacturer Approved Alternative Products”).
 - 1) The Manufacturer Warranty shall warrant:
 - a) That the products will be free from manufacturing defects in materials and workmanship.
 - b) That all cabling products of the installed system shall exceed the specification of TIA/EIA 568 performance standards. For copper based cabling products, the TIA/EIA 568 Category rating of the specified system shall be exceeded.
 - c) That the installation shall exceed TIA/EIA 568 installation standards.
 - d) That the system shall be application independent and shall support both current and future applications that use the TIA/EIA 568 component and link/channel specifications for cabling.
 - e) That all labor and materials and other costs attributable to the fulfillment of the Manufacturer Warranty shall be provided at no additional cost to the Owner.
 - 2) The Manufacturer Warranty shall be:
 - a) Panduit/General Cable 25 Year Comprehensive Warranty Program (<http://www.pangensolutions.com/Pages/Default.aspx>), or
 - 3) Manufacturer Warranty Period:
 - a) The Manufacturer Warranty Period shall commence upon Final Acceptance or a Warranty Certificate being issued by the Manufacturer, whichever is later.
 - 4) Manufacturer Warranty Certificate:
 - a) The Manufacturer Warranty Certificate shall be included with the Contractor Warranty.
 2. Audiovisual Systems:
 - a. Local support: The contracting organization shall have a local office staffed with personnel capable of servicing all manner of warranty issues. Personnel qualifications to include but not be limited to: software programmers, systems technicians, fabricators and installers.
 - 1) Local sub-contracted support: Contracting organizations that do not have local offices shall contract with local vendors to provide warranty support for the extent of the entire warranty period. The sub-contracted organization shall comply with all requirements set forth within these specifications including but not limited to: Qualifications, Warranty, Bidding, Audiovisual General Requirements and Audiovisual Architectural Spaces. Submit sub-contractor information with all other required documents at time of bid.
 - b. Replacement: Defective components which cannot be serviced within five business days due to unavailability of parts or services shall be replaced with new, identical components. If new

and identical components are not available, the Contractor may provide new and equal substitutes upon Owner approval. Replaced components shall become the property of the Owner, and shall be warranted by the Contractor for the remaining term of the Warranty Period, or the term of Manufacturer's Warranty, whichever is longer.

3. Low Voltage System(s):
 - a. Replacement: Defective components which cannot be serviced within five business days due to unavailability of parts or services shall be replaced with new, identical components. If new and identical components are not available, the Contractor may provide new and equal substitutes upon Owner approval. Replaced components shall become the property of the Owner, and shall be warranted by the Contractor for the remaining term of the Warranty Period, or the term of Manufacturer's Warranty, whichever is longer.
4. Electrical For Communications Systems:
 - a. No additional warranty items required.

PART 2 - MATERIALS

2.01 THIS SECTION NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. System Component Warranty
 1. All installed communications products shall be covered by a manufacturer component warranty against any manufacturing defects for a period of 25 years.
 - a. The Contractor shall replace, free of charge for this period, any cable, connector, or other component installed by the Installation Contractor that fails due to such defects.
 - b. The Materials Contractor shall provide a copy of this product warranty to the Installation Contractor. The Materials Contractor shall replace free of charge for this period, any cable, connector, or other passive component installed by the Installation Contractor that malfunctions.
- B. Certification PLUS System Performance Warranty
 1. Contractor shall provide a 25 year Panduit Certification PLUS warranty on all copper and fiber permanent cabling links. This warranty guarantees the installed system shall support all current and future data link protocols designed and specified by IEEE and TIA to operate over that Category (copper) or OM designation (fiber) of cable.
 2. The Certification Plus Warranty may be applied only if the cabling links are comprised entirely of Panduit connectivity and cable.
 3. To offer this warranty, Contractor agrees to adhere to the requirements listed below:
 - a. Installation firm must be a current Panduit Certified Installer (PCI) in good standing and shall include a copy of the company PCI certification with the bid.
 - b. Contractor shall name a project manager to serve on site as a liaison responsible to inspect and assure all terminations are compliant to factory methods taught in Panduit Technician Certification Training and according to all Standards cited in the Regulatory References section of this document. This liaison shall have a current, up-to-date Panduit Certified Technician (PCT) certificate in both copper and fiber. Copies of the copper and fiber certificates of the Panduit liaison shall be submitted with the bid.
 - c. Contractor agrees all components comprising active links shall be of the same copper Category or fiber OM designation as the system being installed. Contractor shall under no circumstances mix different Categories or OM classes of cable or termination devices (connectors) within the same link or system.

- d. Contractor shall install all racking and support structures according to TIA Standards in such fashion as to maintain both Standard and Manufacturer recommendations for uniform support and protection, segregation of different cable types, maintenance of maximum pulling tensions, minimum bend radius, approved termination methods as well as adhering to industry accepted practices of good workmanship.
- e. Contractor is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for this warranty. These include but are not limited to the project information form and SCS warranty agreement.
- f. Contractor is responsible for understanding and submitting to Panduit all documents required at project end. These include completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested.
- g. Test results shall be delivered in the tester native format (not Excel) and represent the full test report; summaries shall not be accepted. Contact Panduit for a current list of approved testers, test leads and latest operating systems.
- h. Upon acceptance of Warranty, Panduit will mail a notification letter to the Installer and a notification letter and warranty certificate to DPS.

C. Restoration/Response Time

- 1. If the failure or malfunction of a component causes a single workstation outlet location to become inoperable, the Contractor shall correct and make serviceable the station within eight (8) business hours of being notified of the problem. The repairs may be made during normal business hours as defined herein. All repairs shall be given priority over new installation work.
- 2. If the failure or malfunction of a component causes more than a single workstation outlet location (such as a network segment or backbone cable) to become inoperable, the Contractor shall correct and make serviceable the stations within four (4) hours of being notified of the problem. The repairs shall be made regardless of time of day.
- 3. The Contractor shall maintain a method of contact for these repairs for both normal business hours and non-business hours (24x7, 365 days).
- 4. The Contractor shall stock a sufficient amount of replacement materials for the expressed purpose of restoring service. The Contractor shall follow the manufacturers' procedures to replace any materials used from their stock for these repairs (e.g., from the Materials Contractor or from the manufacturer).
- 5. All costs for the entire warranty period (25 years) shall be included as part of the project price.

END OF SECTION 27 00 40