



1551 Rock Quarry Rd  
Raleigh, NC 27610

**Invitation For Bid NO. 251-24-324**

**Proposals will be publicly opened: JANUARY 18, 2024**

Contract Type: Open Market

**Refer ALL Inquiries to:** Brian A. Martin  
E-Mail: bamartin@wcpss.net

Commodity: **STADIUM EQUIPMENT UPGRADE AT CARY HIGH SCHOOL**

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

**NOTICE TO BIDDERS**

Proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Raleigh, NC) until 2:00 PM ET on the day of opening and then opened, for furnishing, delivering, and/or installing the commodities as described herein.

Proposals submitted via facsimile (FAX) machine or email in response to this Invitation for Bid will not be acceptable. Proposals are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Invitation for Quote, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. By executing this quote, I certify that this quote is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

**Failure to execute/sign quote prior to submittal may render quote invalid. Late quotes are not acceptable.**

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of quote receipt unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days.

# BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below and delivered by whatever means necessary on or before 2 PM ET on January 18, 2024, for furnishing and delivering those items or services as described herein.

## Mailing address for delivery of bid

**BID NUMBER: 251-24-324**  
Wake County Public School System  
Purchasing Department  
Attn: Brian A. Martin  
1551 Rock Quarry Road, Building F  
Raleigh, NC 27610

**IMPORTANT NOTE:** All bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

- a) Submit **one (1) signed, original executed** bid response and **one (1) photocopy** of your bid simultaneously to the address identified in the table above.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids are subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

## METHOD OF AWARD

All qualified bids will be evaluated, and awards will be made to the Vendor(s) meeting the IFB requirements and achieving the highest and best final evaluation.

Vendors shall not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina.

WCPSS reserves the right to waive any minor informality or technicality in bids received.

## IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	WCPSS	January 4, 2024
Attend Pre-Bid Meeting	Vendor	N/A
Questions submitted to <b>bamartin@wcpss.net</b> <b>(Reference IFB # 251-24-324 in subject line)</b>	Vendor/WCPSS	January 9, 2024 by 2 PM ET
Provide Response to Questions	WCPSS	January 11, 2024
Submit Proposals	Vendor	January 18, 2024 by 2 PM ET

### PROPOSAL QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best proposal possible. To accommodate the Bid Questions process, Vendors shall submit any such questions in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s).

Written questions shall be emailed by the date and time specified above. Vendors should enter "IFB # 251-24-324 Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS' response, and any additional terms deemed necessary by WCPSS will be posted in the form of an addendum to the NC Electronic Vendor Portal, <https://evp.nc.gov> and the WCPSS Purchasing website <http://www.wcpss.net/domain/101>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. **Vendors shall rely only on written material contained in an Addendum to this IFB.**

Please provide a quote for the following items in the template below. This request is a purchase only request and all information should be included below. If allowed and you are quoting a substitute model, you must indicate such on your response and attach all specifications, drawings and information in order for the end user to compare and review. Quotes submitted without the proper documentation will not be considered. Any miscellaneous fees or charges for this quote must be listed below. Bidding vendor must be a Manufacturer's full-service distributor. No RFQ's from third party brokers will be accepted. Any new bidding vendor to WCPSS should include information on being an authorized vendor for the manufacturer.

Qty.	Description	No Substitutions	Manufacturer Specific	Unit Price	UNIT PRICE
1 EACH	Provide price for purchase of One (1) Mini Power zone per attached panel schedules and specifications. Panel shall come complete with Main breaker, branch circuit breakers, and integrated transformer.  The basis of design is a Square-D #MPZB10S40F			\$	\$
1 EACH	Provide price for purchase of One (1) Branch Circuit Panelboard per attached panel schedules and specifications. Panel shall come complete with Main breaker, branch circuit breakers, refer to specifications for breaker requirements.  The basis of design is a Square-D NF Panelboard Series			\$	\$
1 EACH	Provide price for purchase of One (1) Single Phase Lighting Invertor as described in attached drawings and specifications with Maintenance plan.  The basis of design is an Isolite #E3MAC-12000-1P-IB-OB-C + E3MAC-MP3			\$	\$
<u>*IMPORTANT NOTES</u>	<b><u>IMPORTANT NOTE:</u></b>			<b>SPECIFICATION SHEET MUST BE INCLUDED WITH YOUR RFQ SUBMISSION</b>	
<u>IMPORTANT *NOTE*</u>	** MUST QUOTE THE FREIGHT / SHIP CHARGE (IF APPLICABLE) *SPECIFY ANY SPECIAL DELIVERY/UNLOAD NEEDS*			SHIP FEE:	\$
<u>VENDOR NOTE:</u>	<b>IMPORTANT NOTE:</b> ALL BIDDING VENDORS MUST BE "FULL-SERVICE DISTRIBUTORS" FOR THE ABOVE REQUESTED PRODUCTS. RFQ'S SUBMITTED FROM BROKERS, 3 <sup>rd</sup> PARTY AGENTS WILL NOT BE ACCEPTED. BIDDING COMPANIES MUST WORK DIRECTLY WITH THE MANUFACTURER. WITH A SUBMITTED RFQ TO WCPSS, DOCUMENTATION OF BEING AN AUTHORIZED MANUFACTURER VENDOR SHOULD BE PROVIDED, IF NOT CURRENTLY DOING BUSINESS WITH WCPSS. THE AWARDED VENDOR WILL BE EXPECTED TO PROVIDE THE ALL COMMODITIES IN A TIMELY MANNER, COORDINATE DELIVERY, HANDLE ANY AND ALL PRODUCT ISSUES RELATED TO ANY WCPSS ORDER RESULTING FROM THIS RFQ AWARD.				
	FOR: EMMS (FAL)	NO SUBSTITUTIONS-MANUFACTURER SPECIFIC PARTS REQUIRED		<b>TOTAL:</b>	\$

Note: Please do not include Sales Tax in the above quote. WCPSS is not tax exempt. N.C. Sales Tax will be added automatically on the awarded purchase order.

<b>Please State Availability: (Date of delivery must be included)</b>
<b>Delivery address: Cary High School, 638 Walnut Street, Cary NC 27511</b>
<b>Any Misc. fees or charges must be specified above.</b>
<b>WCPSS reserves the right to amend quantities or cancel bid or an undelivered purchase order due to changes in funds availability</b>

Bidding Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company Rep (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

**Wake County Public School System  
CARY HIGH SCHOOL  
STADIUM LIGHTING UPGRADES  
PRE-PURCHASE PACKAGE**

**SECTION 26 24 16 PANELBOARDS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Lighting and appliance branch-circuit panelboards.

**1.3 DEFINITIONS**

- A. SVR: Suppressed voltage rating.
- B. SPD: Surge Protective Device.

**1.4 SUBMITTALS**

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop drawings shall be included in the bid package along with the project bids.
- C. Shop Drawings: For each panelboard and related equipment.
  - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
  - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
  - 3. Detail bus configuration, current, and voltage ratings.
  - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
  - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

- D. Field Quality-Control Reports:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- E. Panelboard Schedules: For installation in panelboards.
- F. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
  - 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.

## 1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA PB 1.
- D. Comply with NFPA 70.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Handle and prepare panelboards for installation according to NEMA PB 1.

## 1.7 COORDINATION

- A. Coordinate layout and installation of panelboards will be done under separate contract.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include the following:
  - 1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Siemens Energy & Automation, Inc.
  - 4. Square D; a brand of Schneider Electric.

## 2.2 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Enclosures: surface-mounted cabinets as noted on schedules.
  - 1. Rated for environmental conditions at installed location.
    - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
    - b. Outdoor Locations: NEMA 250, Type 3R.
    - c. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
  - 2. Front Cover: For surface-mounted fronts, match box dimensions
    - a. Surface Mounted Panelboards: Entire front trim hinged to box. Continuous piano hinge. Provide standard door with front trim.
  - 3. Gutter Extension and Barrier: Same gage and finish as panelboard enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
  - 4. Finishes:
    - a. Panels and Trim: Steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    - b. Back Boxes: Galvanized steel.
  - 5. Directory Card: Inside panelboard door, mounted in plastic sleeve.
  - 6. Main Overcurrent Protective Devices: Molded-case circuit breakers.
    - a. Center Mounted Main: Branch mounted main breakers are not allowed.
  - 7. Branch Overcurrent Protective Devices: Molded-case circuit breakers.
    - a. Center mounted branch devices and sub-feed branch devices are not allowed.
- B. Incoming Mains Location: Top and bottom.
- C. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity
  - 1. Neutral Bus: Neutral bus rated 100 percent of phase bus.
  - 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
- D. Main and Neutral Lugs: Mechanical type suitable for use with conductor material.
- E. Feed-through Lugs: Not acceptable.
- F. "Specific breaker placement" is required in panelboards to match the breaker placement indicated in the panelboard schedule on the design drawings. If it is not possible to match "specific breaker placement" during construction, clearly note in submittal documentation for approval.
- G. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices. Future devices indicated as "SPACE" on drawings.

- H. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Series rating of equipment is not acceptable.

## 2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- B. Mains: Circuit breaker, unless otherwise noted on drawings.
- C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

## 2.4 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with full interrupting capacity to meet available fault currents.
  - 1. Electronic Trip Circuit Breakers: Electronic trip circuit breakers with RMS sensing; field-replaceable rating plug or field-replaceable electronic trip and individually field-adjustable long time, short time, and instantaneous trip pickup level settings. Trip unit shall also have adjustable long time and short time delay settings. Provide for circuit-breaker frame sizes 250A and larger.
    - a. Ground Fault Protection: Any 1000A-rated circuit breaker or larger, above 150V L-G, shall have ground fault pickup and time delay settings in addition to overcurrent trip settings indicated above.
  - 2. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Field adjustable instantaneous trip setting for circuit-breaker frame sizes 100 A to 225A.
  - 3. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
  - 4. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Class B ground-fault protection (30-mA trip).
  - 5. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
    - a. Standard frame sizes, trip ratings, and number of poles.
    - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
    - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
    - d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
    - e. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

## 2.5 COMBINATION PANEL AND TRANSFORMER (MINI-POWER ZONE)

- A. Rating
  - 1. KVA and voltage ratings shall be as shown on the drawings.
  - 2. Units shall be designed for continuous operation at rated kVA, for 24 hours a day, 365 days a year operation, with normal life expectancy as defined in ANSI C57.96.
  - 3. Transformer sound levels shall not exceed the following ANSI and NEMA levels for self cooled ratings:

- a. Up to 9 kVA 40 db
- b. 10 to 30 kVA 45 db

B. Construction

1. Each mini-power center shall include a primary main breaker, an encapsulated dry-type transformer and a panelboard with secondary main breaker.
2. Primary main, secondary main and feeder breakers shall be enclosed with a padlockable hinged door.
3. Mini-power centers shall be suitable for service entrance application and labeled as such.

C. Insulation Systems

1. Transformers shall be insulated with a 180 degrees C insulation system and rated at 115 degrees C temperature rise
2. Required performance shall be obtained without exceeding the above-indicated temperature rise in a 40 degrees C maximum ambient, with a 30 degrees C average over 24 hours
3. All insulation materials shall be flame-retardant and shall not support combustion as defined in ASTM Standard Test Method D635

D. Core and Coil Assemblies

1. Transformer core shall be constructed with high-grade, non-aging, silicon steel with high magnetic permeability, and low hysteresis and eddy current losses. Maximum magnetic flux densities shall be substantially below the saturation point. The transformer core volume shall allow efficient transformer operation at 10% above the nominal tap voltage. The core laminations shall be tightly clamped and compressed. Coils shall be wound of electrical grade aluminum [copper optional] with continuous wound construction.
2. The core and coil assembly shall be completely encapsulated in a proportioned mixture of resin and aggregate to provide a moisture proof, shock-resistant seal. The core and coil encapsulation system shall minimize the sound level.
3. The core of the transformer shall be grounded to the enclosure
4. Provide two (2) 5% FCBN taps

E. Bus

1. Secondary bus shall be copper.

F. Wiring/terminations

1. All interconnecting wiring between the primary breaker and transformer, secondary main breaker and transformer and distribution section shall be factory installed.
2. All transformers shall be equipped with a wiring compartment suitable for conduit entry and large enough to allow convenient wiring.

G. Main devices

1. Each mini-power center shall include a primary main breaker with an interrupting rating of 22 kA at 277/480 volts; and a secondary main breaker with an interrupting rating of 10kA at 120/240 volts, and a panelboard.

H. Feeder devices

1. The secondary distribution section shall accommodate one-inch bolt-on breakers with 10 kA interrupting capacity.

I. Enclosure

1. The enclosure shall be made of heavy-gauge steel and the maximum temperature of the enclosure shall not exceed 90 degrees C.
2. The enclosure shall be totally enclosed, nonventilated, NEMA 3R, with lifting provisions.

## PART 3 - EXECUTION

### 3.1 INSTALLED UNDER A SEPARATE CONTRACT.

## END OF SECTION 262416

## SECTION 263323 CENTRALIZED EMERGENCY LIGHTING INVERTER

## PART 4 - GENERAL

### 4.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 4.2 SUMMARY

- A. This Section includes uninterruptible power supply type centralized emergency lighting inverters with a microprocessor controlled pulse-width-modulated (PWM) inverter, high speed transfer devices, constant voltage regulating transformer, battery charging system, batteries, and integral monitoring display panel.

### 4.3 DEFINITIONS

- A. THD: Total harmonic distortion.
- B. UPS: Uninterruptible power supply.

### 4.4 SUBMITTALS

- A. Product Data: For all inverter system components, including, but not limited to UPS, battery charger, and batteries.
- B. Shop drawing shall be included in the bid package along with the project bids.
- C. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, components, and location and identification of each field connection. Show access, workspace, and clearance requirements; details of control panels; and battery arrangement.
  - 1. Wiring Diagrams: Detail internal and interconnecting wiring; and power, signal, and control wiring.
  - 2. Elevation and details of control and indication displays.
  - 3. Output distribution section.

- D. Manufacturer Certificates: For each product, from manufacturer.
- E. Field quality-control test reports.
- F. Performance Test Reports: Indicate test results compared with specified performance requirements and provide justification and resolution of differences if values do not agree.
- G. Operation and Maintenance Data: For central battery inverter equipment to include in emergency, operation, and maintenance manuals.
- H. Warranty: Special warranty specified in this Section.
- I. Maintenance: Special Maintenance plan specified in this Section.

#### 4.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Central Battery Inverter System: UL 924 listed.
- C. Comply with NFPA 70, NFPA 101, and NFPA 111.

#### 4.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver equipment in fully enclosed vehicles.
- B. Store equipment in spaces having environments controlled within manufacturers' written instructions for ambient temperature and humidity conditions for non-operating equipment.

#### 4.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace batteries that fail in materials or workmanship within specified warranty period. Special warranty, applying to batteries only, applies to materials only, on a prorated basis, for period specified.
  - 1. Warranty Period for Sealed Valve-Regulated, Lead-Calcium Batteries:
    - a. Full Warranty: One year.
    - b. Pro Rata: Nine years following one year of full warranty.

#### 4.8 MAINTENANCE PLAN

- A. Special Maintenance Plan: Once per year the manufacturer's technician shall visit the site to perform maintenance and software upgrades as needed. Maintenance shall include battery voltage checks, torque setting verification, cleaning, and a thorough visual inspection. All electronics warranties shall be extended to the duration of the Maintenance Plan. Maintenance Plans can be purchased for a duration.
  - 1. Maintenance Period for Invertor:

- a. Full Plan: Three years.

## PART 5 - PRODUCTS

### 5.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Isolite- E3MAC-Single Phase

### 5.2 INVERTER PERFORMANCE REQUIREMENTS

- A. Uninterruptible Power Supply (UPS) Type Emergency Lighting Inverters: Continuously provide ac power to connected electrical system.

1. Automatic Operation includes the following:

- a. Normal Conditions: Supply the load with ac power flowing from normal ac power input terminals, through rectifier-charger and inverter, with battery connected in parallel with rectifier-charger output.
- b. Abnormal Supply Conditions: If normal ac supply deviates from specified and adjustable voltage, voltage waveform, or frequency limits, battery supplies constant, regulated, inverter ac power output to the load without switching or disturbance.
- c. If normal power fails, battery continues supply-regulated ac power through the inverter to the load without interruption of power or any disturbance.
- d. When power is restored at normal supply terminals of system, controls automatically synchronize inverter with the external source before transferring the load. Rectifier-charger then supplies power to the load through the inverter and simultaneously recharges battery.
- e. If battery becomes discharged and normal supply is available, rectifier-charger charges battery. When battery is fully charged, rectifier-charger automatically shifts to float-charge mode.
- f. If any element of central battery inverter system fails and power is available at normal supply terminals of system, static bypass transfer switch transfers the load to normal ac supply circuit without disturbance or interruption of supply.
- g. If a fault occurs in system supplied by central battery inverter and current flows in excess of the overload rating of central battery inverter system, static bypass transfer switch operates to bypass fault current to normal ac supply circuit for fault clearing.
- h. When fault has cleared, static bypass transfer switch returns the load to central battery inverter system.
- i. If battery is disconnected, central battery inverter continues to supply power to the load with no degradation of its regulation of voltage and frequency of output bus.

- B. Output Load Capacity: Rated in KVA at 1.0 (unity) power factor.

- C. Overload Capability: 125% for ten minutes.

- D. Surge Capability: 150% of rated output without need of static bypass.

- E. Frequency Stability:  $\pm 0.2$  Hz.

- F. Efficiency: Not less than 89% under full rated load.

- G. Enclosure: Rated at a minimum of 65 kAIC.
- H. Maximum Acoustical Noise: 50dB, "A" weighting, emanating from any UPS component under any condition of normal operation, measured 39 inches (990 mm) from nearest surface of component enclosure.

### 5.3 SERVICE CONDITIONS

- A. Environmental Conditions: Inverter system shall be capable of operating continuously in the following environmental conditions without mechanical or electrical damage or degradation of operating capability:
  - 1. Ambient Temperature for Electronic Components: 32 to 105 deg F (0 to 40 deg C).
  - 2. Relative Humidity: 0 to 95 percent, noncondensing.
  - 3. Altitude: Sea level to 4000 feet (1220 m).
- B. Physical Limitations: Centralized emergency lighting inverter is shown on plans for installation in restricted/limited space. Maximum dimensions of equipment, including both UPS and battery cabinets where separate, are the following: The equipment is being installed in an existing room and the physical size is critical for installation.
  - 1. Maximum width: 32" wide per cabinet with a max width of 64" for all cabinets.
  - 2. Maximum depth: 23" deep.

### 5.4 INVERTERS

- A. Description: Solid-state pulse-width-modulated (PWM) type, with the following operational features:
  - 1. AC Input:
    - a. Input Voltage: 277 VAC, single-phase, two-wire plus ground.
    - b. Input Voltage Operating Range: +10% to -15%.
    - c. Frequency: 60 Hz,  $\pm 3$  Hz.
    - d. Surge Protection: Compliant with ANSI C62.41 (IEEE 587).
    - e. Provide integral main circuit breaker protection on AC input.
  - 2. AC Output
    - a. Output Voltage: 277 VAC, single-phase, two-wire plus ground.
    - b. Output Voltage Regulation:  $\pm 3\%$ .
    - c. Output Harmonic Distortion: Less than 5% under linear load, Less than 10% total under all listed loads.
    - d. Frequency Regulation:  $\pm 1$  Hz, from no load to full load at unit power factor over the operating range of battery voltage.
    - e. Provide integral main output circuit breaker and, unless otherwise noted on schedules, provide a minimum of six (6) 20A/1P branch output circuit breakers.
  - 3. Output Protection: Current-limiting and short-circuit protection.

## 5.5 BATTERY CHARGER

- A. Description: Solid-state full wave, three-stage, filtered, automatically maintaining batteries in fully charged condition when normal power is available. With LED indicators for "float" and "high-charge" modes. Recharge time UL 924, NFPA 101, and NFPA 111 compliant.

## 5.6 BATTERIES

- A. Description: Integral, valve-regulated, sealed, maintenance free lead calcium batteries.
  - 1. Operating Time: Minimum 90 minutes at full rated kilowatt output capability, UL 924 Compliant.
  - 2. Battery Cell Voltages: 2.27 V per cell float, 1.75 V per cell final.
  - 3. Battery Life: Expected service life of 10 years.

## 5.7 ENCLOSURES

- A. NEMA 250, Type 1 steel cabinets with access to components through hinged doors with flush tumbler lock and latch.
- B. Finish: Manufacturer's standard baked-enamel finish over corrosion-resistant prime treatment.
- C. Input and Output Breakers shall be mounted through door or behind a dead-front cover such that they are operable without exposing user to live conductors.

## 5.8 CONTROL AND INDICATION

- A. Description: Group displays, indications, and basic system controls on common control panel on front of central battery inverter enclosure.
- B. Minimum displays, indicating devices, and controls shall include those in lists below. Provide sensors, transducers, terminals, relays, and wiring required to support listed items. Alarms shall include an audible signal and a visual display.
- C. Indications: Plain-language messages on a digital LCD.
  - 1. Quantitative Indications:
    - a. Input voltage, each phase, line to line.
    - b. Input current, each phase, line to line.
    - c. System output voltage, each phase, line to line.
    - d. System output current, each phase.
    - e. System output frequency.
    - f. DC bus voltage.
    - g. Battery current and direction (charge/discharge).
    - h. Elapsed time-discharging battery.
  - 2. Basic Status Condition Indications:
    - a. Normal operation.

- b. Load-on bypass.
- c. Load-on battery.
- d. Inverter off.
- e. Alarm condition exists.

3. Alarm Indications:

- a. Battery system alarm.
- b. Control power failure.
- c. Fan failure.
- d. Overload.
- e. Battery-charging control faulty.
- f. Input overvoltage or undervoltage.
- g. Approaching end of battery operation.
- h. Battery undervoltage shutdown.
- i. Inverter fuse blown.
- j. Inverter transformer overtemperature.
- k. Inverter overtemperature.
- l. Static bypass transfer switch overtemperature.
- m. Inverter power supply fault.
- n. Inverter output overvoltage or undervoltage.
- o. System overload shutdown.
- p. Inverter output contactor open.
- q. Inverter current limit.

4. Controls:

- a. Inverter on-off.
- b. Start.
- c. Battery test.
- d. Alarm silence/reset.
- e. Output-voltage adjustment.

D. Dry-form "C" contacts shall be available for remote indication of the following conditions:

- 1. Inverter on battery.
- 2. Inverter on-line.
- 3. Inverter load-on bypass.
- 4. Inverter in alarm condition.
- 5. Inverter off.

## 5.9 SYSTEM MONITORING AND ALARMS

- A. Remote Status and Alarm Panel in compliance with NFPA 111 remote annunciation: Labeled LEDs on panel faceplate shall indicate basic status conditions of normal power, battery power, low-battery, fault/alarm, battery output voltage, system output voltage, each leg, system output current, each leg, system output frequency, and internal battery temperature. Audible signal indicates alarm conditions. Silencing switch in face of panel silences signal without altering visual indication.

- 1. Cabinet and Faceplate: Surface mounted to suit mounting conditions indicated.

## PART 6 - EXECUTION

### 6.1 EQUIPMENT INSTALLED UNDER ANOTHER CONTRACT

6.2 QUALITY CONTROL DURING INSTALLATION. The vender providing the equipment shall include the following services in the project quote. These items shall be done during the construction phase by factory-authorized service representative.

A. Testing Technician

1. The testing technicians shall be trained in all the methods of correctly and safely conducting the required test. The technician shall have regular experience conducting the required tests and they must have the knowledge to determine the serviceability of a specific piece of equipment.

B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

C. Tests and Inspections:

1. Inspect interiors of enclosures for integrity of mechanical and electrical connections, component type and labeling verification, and ratings of installed components.
2. Test manual and automatic operational features and system protective and alarm functions.
3. Test communication of status and alarms to remote monitoring equipment.
4. Perform installation acceptance testing per NFPA 111, Section 7.6, including load bank full load and building load tests. The following SEPSS documentation shall be on-hand for AHJ review:
  - a. Factory test data on the completed system
  - b. Battery specifications
  - c. Manufacturer's certificate of compliance to the specification.

D. Remove and replace malfunctioning units and retest as specified above.

### 6.3 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Verify that central battery inverter is installed and connected according to the Contract Documents.
- C. Complete installation and startup checks according to manufacturer's written instructions.

### 6.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain emergency lighting inverters.

**END OF SECTION 263323**

## WCPSS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employees conducting business transactions on behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

### **Conflict of Interest:**

The following acts are deemed by state law and/or the Board of Education to conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

### **Nepotism:**

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family.

### **Gifts to Employees:**

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

## **TERMS AND CONDITIONS**

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:** · **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids. · **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only. · **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is

cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

11. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended

use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on **TERM CONTRACTS**, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder’s expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become WCPSS property. Each individual sample must be labeled with the bidder’s name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.

17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina’s resident bidders. The “Principal Place of Business” is defined as the principal place from which the trade or business of the bidder is directed or managed.

19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.

20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the

responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

21. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.

22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.

26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.

27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.

29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may: a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and b. Include any person or entity designated by contractor as a joint payee on the contractor's payment

check. In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

### 30. INSURANCE:

a. Worker's Compensation including Occupational Disease and Employer's Liability Insurance.

Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws.

Part B: Employer's Liability:

Bodily Injury by Accident: \$500,000 each accident

Bodily Injury by Disease: \$500,000 each employee

Bodily Injury by Disease: \$500,000 Policy Limit

b. Commercial General Liability: The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

Medical Expense (any one person) \$5,000

c. Comprehensive Automobile Liability Insurance, including coverage for owned, hired, and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$2,000,000; and \$2,000 medical payments.

d. Cyber Liability: \$1,000,000 minimum to \$5,000,000

e. Certificates of Insurance acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

31. GENERAL INDEMNITY: The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against

WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

32. CANCELLATION (TERM CONTRACTS ONLY): All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

33. QUANTITIES (TERM CONTRACTS ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

34. PRICE ADJUSTMENTS (TERM CONTRACTS ONLY): Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers. a. Notification: Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature. b. Decreases: WCPSS shall receive full proportionate benefit immediately at any time during the contract period. Increases: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

35. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

36. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS: The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new

contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from

delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.

39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

40. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

Company Name (include dba): _____
Phone number: _____ Fax: _____ E-mail: _____
Contact: _____
Corporate Office Address: _____

Wake County Office Address (if different from Corporate): \_\_\_\_\_

\_\_\_\_\_

Web Address: \_\_\_\_\_

Length of time in business: \_\_\_\_\_ Number of permanent employees: \_\_\_\_\_

DOT #: \_\_\_\_\_ MC License #: \_\_\_\_\_

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Insurance Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

**HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

<https://ncadmin.nc.gov/businesses/hub>

**MBE INFORMATION: (Required)**

Please provide the following data in order for WCPSS to provide it to the Office for Historically Underutilized Businesses, NC Department of Administration.

I certify the status as a minority business (at least 51% of business is owned by) as recognized by the State of NC:

<https://ncadmin.nc.gov/businesses/hub>

(Check all that apply)

- Black, African American (B)
- Hispanic (H)
- Asian American (AA)
- American Indian (IA)
- Socially and Economically Disadvantaged (SE)
- Female (F)
- Not Applicable

Bidding Company Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_