



**Memorandum From Purchasing Department**

***Letter of Instruction For RFP #251-21-31-RB***

**To: Prospective Parties**

**Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.**

- **Pre-proposal conference: N/A**
- **All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by WCPSS. WCPSS is not required to seek clarification on any proposal that does not meet these minimum requirements.**
- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **WCPSS will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to Jim Jaeger at: [jjjaeger@wcpss.net](mailto:jjjaeger@wcpss.net)**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Submit one (1) signed, original executed proposal response via email or delivery no later than the due date and time specified.**



**WCPSS Purchasing Dept.  
1551 Rock Quarry Rd – Bldg. F  
Raleigh, NC 27610**

Proposals will be due:

**JUNE 22, 2020 5:00 PM ET**

Contract Type: **M & O Job Order Contract / Service Agreement**

*Refer ALL Inquiries in email form to: Jim Jaeger*

Service / Commodity:

**EMERGENCY INVERTER SYSTEM PREVENTATIVE  
MAINTENANCE**

E-Mail: [jjaeger@wcpss.net](mailto:jjaeger@wcpss.net)

Using Agency Name: **WAKE COUNTY PUBLIC SCHOOL SYSTEM**

**NOTICE TO VENDORS**

Proposals, subject to the conditions made a part hereof, **will be received at this office via DELIVERY or EMAIL until 5:00 p.m. on the day of opening** for furnishing and delivering the commodity/service as described herein. Refer to page 3 for proper mailing instructions.

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

**EXECUTION**

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**Failure to execute/sign proposal prior to submittal may render bid invalid. Late proposals are not acceptable.**

VENDOR:		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 60 days from date of proposal opening unless otherwise stated here: \_\_\_ days Prompt Payment Discount: \_\_\_ % \_\_\_ days.

Submit one (1) signed, original executed proposal response via email or delivery by the specified date and time. If delivering, clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

**MAILING INSTRUCTIONS:** Email or deliver only one (1) fully executed proposal. It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<b>DELIVER or EMAIL TO: JIM JAEGER</b>	
PROPOSAL NO.	<b>RFP 251-21-31-RB</b>
Wake County Public School System	
Purchasing Department	
1551 Rock Quarry Road – Bldg. F	
Raleigh NC 27610-4145	
<b>EMAIL: <a href="mailto:jjaeger@wcpss.net">jjaeger@wcpss.net</a></b>	

**RFP SCHEDULE**

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

Event	Responsibility	Date and Time
Issue RFP	WCPSS	June 9, 2020 by 11:59 p.m. ET
Questions submitted to: <a href="mailto:jjaeger@wcpss.net">jjaeger@wcpss.net</a> (Reference RFP # in subject line)	Vendor	June 16, 2020 by 2:00 pm ET
Responses to RFP questions posted to websites and "RFP quiet period" begins	WCPSS	June 17, 2020 by 5:00 pm ET
Submit Proposal(s) Deadline  Via: Delivery or Email	Vendor	JUNE 22, 2020 5:00 pm ET WCPSS Purchasing Dept. Building F 1551 Rock Quarry Rd. Raleigh NC 27610  Email: <a href="mailto:jjaeger@wcpss.net">jjaeger@wcpss.net</a>

**PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal 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 to at date and time specified above. Vendors should enter "RFP #251-21-\_\_\_\_ Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown as follows:

RFP Section, Page Number	Vendor question ...?
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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 Interactive Purchasing System (IPS), <http://www.ips.state.nc.us> and WCPSS Purchasing website <http://www.wcpss.net/domain/101>, and shall become an Addendum to this RFP. 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 RFP, shall be considered authoritative or binding. **Vendors shall rely *only* on written material contained in an Addendum to this RFP.**

### **Definitions**

The proposing firm will be referred to throughout this document as VENDOR.

The scope of work defined in this Request for Proposal (RFP) shall be referred to as the PROJECT.

Deliverables shall include a pricing information, experience and methodology for commercial moves pertaining to public school environments.

The Wake County Public School System (WCPSS) is the nation's sixteenth largest school district and the largest in the state of North Carolina. With 112 elementary schools, 38 middle schools, 28 high schools and 5 special schools, we serve over 160,000 students.

#### **Minimum Requirements**

Vendor must complete attachment B. Additional information may be included that effect the total cost to WCPSS.

It shall be mandatory that the selected vendor enforce the following employee requirements:

- a. All employees are subject to the required background checks as described in the terms and conditions section of the solicitation.

Vendor must disclose third party contractors

### **Qualifications**

**THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**

Experience in performing the required duties will be accepted. Please provide references.

Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained

Present sufficient qualified personnel to carry out the project in a timely fashion. Please include staffing information.

Demonstrated experience in performing similar projects.

Experience with the service and material supply referenced in this RFQ/P.

Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry or the Federal Government debarred vendor registry. (Federal Government) <https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf> (State of North Carolina)

<https://ncadmin.nc.gov/documents/nc-debarred-vendors>

## Proposal Evaluation

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

### Terms and Conditions

**AWARD OF CONTRACT:** It is the general intent to award this contract to a single vendor, unless otherwise described in the RFP. The right is reserved, however, to make awards to multiple vendors, if such shall be considered by Wake County Public School System to be most advantageous or to constitute its best interest. Vendors should show any required unit prices, but are requested also to offer a lump sum price where appropriate.

**RFP EVALUATION:** Proposals are requested for the services in the RFP. Wake County Public School System reserves the right to reject any proposal for any reason. Vendor(s) are cautioned that any/all information furnished or not furnished on this proposal may be used as a factor in determining the award of this contract.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by vendor. Otherwise it will be considered that the services offered are in strict compliance with these specifications and requirements, and successful vendor will be held responsible therefor. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Vendor is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this RFP.

**FIRM PROPOSAL:** Prices and any other entry made hereon by the vendor shall be considered firm and not subject to change or withdrawal.

WCPSS Purchasing Department Ethics Policy and Standards of Conduct shall apply to this RFP.

**CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION:** During the proposal process from the date proposals are issued through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any Wake County Board of Education member, any employee of WCPSS, or any other person in any way involved in the award of this contract, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in

compliance with this provision shall be disqualified from contract award. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by WCPSS for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. Notwithstanding the above, the vendor may direct any written concerns, questions or issues to Debra Wallace at [dwallace2@wcpss.net](mailto:dwallace2@wcpss.net).

#### TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Vendor shall review WCPSS's Purchasing Department Ethics Policy and Standards of Conduct and shall refrain from any actions that would cause an employee to be in violation of the policies.
2. **NOTICE TO VENDORS:** All proposals are subject to the provisions of special terms and conditions specific to this RFP, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a vendor's response. This applies to any language appearing in or attached to the document as part of the vendor's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the vendor agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **EXECUTION:** Failure to sign under EXECUTION section will render proposal invalid.
4. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this RFP, the order of precedence shall be (1) special terms and conditions specific to this RFP, (2) specifications, and (3) Instructions to Vendors.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, vendor's proposal shall be valid for 45 days from the date of proposal opening. Preference may be given to responses allowing not less than 45 days for consideration and acceptance.
6. **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 vendor will be held responsible therefore. Deviations shall be explained in detail. The vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
7. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the WCPSS representative 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 vendor is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from whatever source are of no effect.
8. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any item in the proposal.
9. **AWARD OF CONTRACT:** Qualified proposals will be evaluated and acceptance may be made to the proposal most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the vendors; the substantial conformity with the specifications and other conditions set forth in the RFP; the suitability of the services; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the services in question. WCPSS also reserves the right to reject any and all proposals.
10. **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.
11. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the vendor does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor. 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.
12. **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.
13. **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 vendors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the vendor is directed or managed.
14. **DEFAULT AND PERFORMANCE BOND:** In case of default by the vendor, WCPSS may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful vendor without expense to WCPSS.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the services prior to their delivery, it shall be the responsibility of the vendor 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.
16. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
17. **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.
18. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the state of North Carolina.
19. **INSPECTION AT VENDOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment, plant or other facilities of a prospective vendor prior to contract award, and during the contract term as necessary for WCPSS determination that such services conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
20. **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 vendor for payment if the vendor accepts that card (Visa, Mastercard, etc.) from other customers.

21. **PATENT:** The vendor 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.

22. **ASSIGNMENT:** No assignment of the vendor's obligations nor the vendor'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 vendor, WCPSS may: a. Forward the vendor's payment check directly to any person or entity designated by the vendor, and b. Include any person or entity designated by vendor as a joint payee on the vendor's payment check. In no event shall such approval and action obligate WCPSS to anyone other than the vendor and the vendor shall remain responsible for fulfillment of all contract obligations.

23. **INSURANCE:**

a. **Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by state of North Carolina Worker's Compensation laws. Employer's Liability - At least**

**Part A Bodily Injury Statutory Limits**

**Part B By Accident \$500,000 each accident**

**By Disease \$500,000 policy limit**

**\$500,000 each employee**

b. **Public liability and Property Damage Insurance - 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**

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 \$1,000,000; and \$2,000 medical payments.**

d. **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.**

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.

24. **GENERAL INDEMNITY:** The vendor 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 vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the vendor. The vendor represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the project. This section shall survive the termination or expiration of this contract.

25. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Vendor 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 checks 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 Vendor'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 Vendor 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 Vendor 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, Vendor 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. Vendor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Vendor 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. Vendor 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. Vendor 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 Vendor's expense. If the school system exercises this right to conduct additional criminal records checks, Vendor 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. Vendor 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 Vendor 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.

26. **ACCESS TO PERSONS AND RECORDS:** WCPSS and its internal auditors shall have access to persons and records as a result of this contract. Vendor shall provide reasonable access to all documents, invoices, pay records and other materials involved in this contract.

27. **COMPLIANCE WITH E-VERIFY:** Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor 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. Vendor 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. Vendor 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.

28. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Vendor 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.

29. **Restricted Companies Lists.** Vendor represents that as of the date of this Contract, Vendor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Vendor also represents that as of the date of this Contract, Vendor 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.

30. **Termination for Default.** At any time, the School System may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The Vendor shall reimburse the School System for any for any costs and expenses incurred by the School System resulting from the Vendor's default. In the event of a termination pursuant to this section, the school system reserves its rights to pursue all remedies to which it may be entitled at law or in equity.

31. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Vendor for all services performed and accepted as of the date of termination.

## WCPSS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employee conducting business transactions on the 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 be in 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



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 #: \_\_\_\_\_

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: \_\_\_\_\_

## Federal Contracting Requirements

This *Attachment* is incorporated into the Service Contract between WCPSS and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment* identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with all applicable federal, state, and local laws, regulations, and rules and School System policies and procedures, as amended from time to time, relating to work to be performed under this Contract. The following provisions are specifically incorporated into this Contract.

1. Equal Employment Opportunity. In the event this Contract meets the definition of “federally assisted construction contract” set forth in 41 C.F.R. § 60-1.3, the Vendor agrees to all requirements set forth in 41 C.F.R. 60-1.4(b), which are incorporated by reference into this Contract.
2. Compliance with Davis-Bacon Act. In the event this Contract involves a prime construction arrangement for an amount in excess of \$2,000, the Vendor agrees to comply with all provisions of the Davis-Bacon Act (40 U.S.C. §§ 1341-3144, 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Compliance with Contract Work Hours and Safety Standards Act. In the event this Contract is for an amount in excess of \$100,000 and involves the employment of mechanics or laborers, the Vendor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Compliance with Regulations Regarding Rights to Inventions. In the event the federal funds expended on this Contract meet the definition of “funding agreement” under 37 CFR § 401.2 (a), and this Contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the District agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. Compliance with Clean Air Act and Federal Water Pollution Control Act. If the Contract is for an amount in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
6. Compliance with Disbarment and Suspension Requirements. The Vendor certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.
7. Compliance with Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of \$100,000, the Vendor agrees to provide the District with the certifications required by 31 U.S.C. § 1352.
8. Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Vendor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

**FORM OF PROPOSAL**  
**2020 - 2021 Service Agreement for**  
**Emergency Inverter System Preventive Maintenance**

**Optional Renewal**  
**2021 - 2022 Service Agreement for**  
**Emergency Inverter System Preventive Maintenance**

TO Wake County Public School System  
Energy and Physical Plant Department  
Maintenance & Operations Building  
1551 Rock Quarry Road  
Raleigh, NC 27610.

FROM:

\_\_\_\_\_

BIDDER

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

CITY

STATE

ZIP

**BID PROPOSAL**

(The rates submitted will be for the period of July 1, 2020 through July 31, 2021 and are eligible for renewal.):

**Scope of Work**

Emergency Lighting Inverter Systems Preventive Maintenance (SA)- Contractor must carry appropriate licenses and/or certifications providing authorization to perform scheduled programmed maintenance and make parameter adjustments to a variety of brands of emergency lighting inverter systems. Contractor must provide a written report for each scheduled P.M. outlining satisfactory/unsatisfactory conditions of inverter system and associated equipment. Contractor must be able to test inverter with a connected load and provide a written report outlining system performance and deficiencies. A lead tech as a point of contact shall be assigned for this work. Contractor providing scheduled programmed maintenance must also be capable of performing emergency inverter installation and repair. Contractor will perform preventive maintenance tasks as outlined in the attached checklist(s). Inverter Systems will be serviced twice per year. (Continues next page)

**Emergency Lighting Inverters**

- Check AC input/output voltage and current
- Check frequency of unit
- Check neutral to ground voltage
- Check condition of components and connections
- Check overall and individual battery float voltages
- Check float current and AC ripple current
- Transfer to battery power – check values under load – 30 minutes for semi-annual and 75 minutes for annual – will know if unit can make required 90 minute runtime
- Check transformer noise and heat
- Perform filter maintenance
- Clean out unit with compressed air or as required

**UPS**

- Check AC input/output voltage and current
- Check frequency of unit
- Check neutral to ground voltage
- Check condition of components and connections
- Check float current and AC ripple current
- Transfer to battery power – check values under load
- Check transformer noise and heat
- Perform filter maintenance
- Clean out unit with compressed air or as required
- Test static switch operation
- Check reserve voltage and current
- Test maintenance bypass switch functions
- Check sine wave form and values

**VRLA Battery Systems**

- Check overall system float voltage
- Check individual battery voltages
- Check charger functions and settings including AC ripple current and float current
- Check condition of connections and terminals
- Check AC millivolt readings of batteries
- Check ambient and battery temperatures
- Visually inspect jar seals, rack condition, etc.

- Perform 100 Amp integrity test or Cellcorder Test (internal resistance) on each battery
- Clean batteries, cabinets of dust and dirt

**Flooded Cell Battery Systems – Lead-Acid**

- Check overall system float voltage
- Check individual cell voltages
- Check charger functions and settings including AC ripple current and float current
- Equalize charge if required
- Check condition of connections and terminals
- Check ambient and battery cell temperatures
- Check specific gravity readings (1/3 quarterly, 100% annually)
- Check connection resistances (micro-ohm readings)
- Add distilled water to cells as required
- Clean jar tops and cabinets of dust and dirt, repair flame arrestors

**Flooded Cell Battery Systems – NiCad**

- Check overall system float voltage
- Check individual cell voltages
- Check charger functions and settings including AC ripple current and float current
- Equalize charge if required
- Check condition of connections and terminals
- Check ambient and battery cell temperatures
- Check connection resistances (micro-ohm readings)
- Add distilled water to cells as required
- Clean jar tops and cabinets of dust and dirt, repair flame arrestors

**Service Description**

**Rate per System per PM (Materials, Labor, and Sales Tax included)**

Emergency Lighting Inverter System  
(Approximately 15 systems)

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

**Qualifications**

Number of Years in Business \_\_\_\_\_

Number of Local Service Employees \_\_\_\_\_

List three references with Business Name, address, contact person and phone number

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**Confirmation of Bid**

1. Legal Name of Firm:

a. If Firm is a corporation, state that corporation is organized under the laws of the State of \_\_\_\_\_ please affix corporate seal to this Form of Bid.

b. If Firm is a partnership, state names of partners:

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

c. If Firm is an individual using a trade name, state name of individual:

\_\_\_\_\_

2. Contractor License Number (license pertaining to discipline): \_\_\_\_\_

3. Contractor by submitting a proposal acknowledges that it has reviewed all of the documents and shall abide by the terms and conditions of all documents. The contractor further acknowledges that the Master Job Order Contract's and Service Agreement's terms and conditions are not subject to negotiation or modification after the bids are accepted and awarded.

Respectfully submitted, this

\_\_\_\_\_ day of \_\_\_\_\_, 2018

(Signature) \_\_\_\_\_

(Name Typed) \_\_\_\_\_

(Title) \_\_\_\_\_

(SEAL IF BIDDER IS A CORPORATION)

The following data is to be furnished by the WCPSS to the Office for Historically Underutilized Businesses, NC Dept. of Administration.

**Contractor Information**

Company Name: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

I certify status as a minority business (at least 51% of business is owned by):  
(check all that apply)

- Black (B)
- Hispanic (H)
- Asian American (A)
- American Indian (I)
- Female (F)
- Not Applicable

# INVERTERS

Asset	School	School Code	Manufacturer	Modelnum	Serial #
68160	Apex Friendship HS	1317	CRUCIAL POWER PROD.	HU3-OR2500N1	HE0229A
67518	Athens Drive High	0318	DUEL LIGHT	D208-555-120/208	LDL 5.5K 3996
57684	Enloe High	0412	NA	IST-FTW-2000-120-120-SB	700364-1
59472	Enloe High	0412	NA	ISI-FTW-2000-120-120-SLC	72501L2-1
59474	Enloe High	0412	NA	ISI-FTW-1000-120-120-SB	72501L1-1
68171	Enloe High	0412	INVERTER SYSTEMS INC	ISI-FTW-500-120-120-SB	
69666	Garner Temp Site	1017	NA	ELU-JJS-8.5KW-1S10	ELU-02050
79108	Green Level High	1437	CRUCIAL POWER PROD.	WR5.0A0100N1	WR1792
57685	Laurel Park Elem	0467	NA	MSTJJ2250	ELV-00543
57001	Poe Elem	0532	HIGHLITE	PCF-FT-1500-120P	74676LI-1
61497	Root Elem	0548	ILLUMINATOR	T-1350-R	76377L1-1
68170	Walnut Creek Elem	1599	SYNCHRON	DLS-2100-277	113143036-0617
23840	West Lake Elem	0606	DUAL-LITE	277-277-7500 LCAC-I-90	023474101
23841	West Lake Middle	0607	DUAL-LITE	277-277-7500 LCSAC	108969101
23842	West Lake Middle	0607	DUAL-LITE	277-277-4000	108969106