



1551 Rock Quarry Rd  
Raleigh, NC 27610

## Invitation For Bid NO. 251-24-322

Proposals will be publicly opened: **JANUARY 2, 2024**

Contract Type: Open Market

**Refer ALL Inquiries to:** Brian A. Martin

E-Mail: bamartin@wcpss.net

Commodity: STADIUM LIGHTING 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 2, 2024, for furnishing and delivering those items or services as described herein.

## Mailing address for delivery of bid

**BID NUMBER: 251-24-322**  
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	December 13, 2023
Attend Pre-Bid Meeting	Vendor	N/A
Questions submitted to <b>bamartin@wcpss.net</b> <b>(Reference IFB # 251-24-322 in subject line)</b>	Vendor/WCPSS	December 18, 2023 by 2 PM ET
Provide Response to Questions	WCPSS	December 21, 2023
Submit Proposals	Vendor	January 2, 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 #251-24-322 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	EXTENDED PRICE
4 EACH	Provide price for purchase of FOUR (4) new stadium luminaires, poles, and remote drivers as per attached fixture schedule, specifications, and accessories. Each pole will have two circuits one at 480V and another at 277V for egress lighting. Accessories include but are not limited to a Lighting Control Panel, Auxiliary Lighting Interface Cabinet (UL924), and a Remote HOA Switch.  The basis of design is a Musco Lighting			\$	\$
<u>*IMPORTANT NOTES</u>	<u>IMPORTANT NOTE:</u>			SPECIFICATION SHEET MUST BE INCLUDED WITH YOUR RFQ SUBMISSION	
<u>IMPORTANT *NOTE*</u>	** MUST QUOTE THE FREIGHT / SHIP CHARGE (IF APPLICABLE) *SPECIFY ANY SPECIAL DELIVERY/UNLOAD NEEDS*			SHIP FEE:	\$
<u>IMPORTANT *NOTE*</u>	Bidders to provide a per-diem bonded storage charge allowance to facilitate "just in time" delivery to the project site at Cary High School. Storage may be at manufacturer's site or local to the project, but delivery to the site must be included in the base bid.			PER DIEM STORAGE:	\$ / per day
<u>VENDOR NOTE:</u>	<u>IMPORTANT NOTE:</u> 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			TOTAL:	\$

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.

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

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

Company Rep (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

## SECTION 265668 - EXTERIOR ATHLETIC LIGHTING

### 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 lighting for the following outdoor sports venues:
  - 1. Athletic Field (Football)

#### 1.3 DEFINITIONS

- A. Coefficient of Variation (CV): A statistical measure of the weighted average of all relevant illumination values for the playing area, expressed as the ratio of the standard deviation for all illuminance values to the mean illuminance value.
- B. Fixture: See "Luminaire."
- C. Illuminance: The metric most commonly used to evaluate lighting systems. It is the density of luminous flux, or flow of light, reaching a surface divided by the area of that surface.
  - 1. Horizontal Illuminance: Measurement in **foot-candles (lux)**, on a horizontal surface **36 inches (914 mm)** above ground unless otherwise indicated.
  - 2. Target Illuminance: Average maintained illuminance level, calculated by multiplying initial illuminance by LLF.
  - 3. Vertical Illuminance: Measurement in **foot-candles (lux)**, in two directions on a vertical surface, at an elevation coinciding with plane height of horizontal measurements.
- D. LC: Lighting Certified.
- E. Light-Loss Factor (LLF): A factor used in calculating the level of illumination after a given period of time and under given conditions. It takes into account temperature, dirt accumulation on the luminaire, lamp depreciation, maintenance procedures, and atmospheric conditions. An LLF includes a recoverable light-loss factor.
- F. Luminaire: A complete lighting unit, internally lighted exit sign, or emergency lighting unit. Luminaires include lamps and the parts required to distribute light, position and protect lamps, and connect lamps to power supply. Note that "fixture" and "luminaire" may be used interchangeably and the "IES Lighting Handbook" uses "luminaire" over "fixture."
- G. Pole: Luminaire support structure, including tower used for large area illumination.
- H. Uniformity Gradient (UG): The rate of change of illuminance on the playing field, expressed as a ratio between the illuminances of adjacent measuring points on a uniform grid.

## 1.4 SUBMITTALS

- A. Shop drawing shall be included in the bid package along with the project bids.
- B. Product Data: For each type of lighting product.
  - 1. Fixture Schedule Matrix: At the front of the product data submittal provide a matrix that lists the fixture manufacturer and model number, driver manufacturer and model number, LED module manufacturer and model number for each fixture type in schedule.
  - 2. Arrange in order of luminaire designation.
  - 3. Include data on features, accessories, and finishes.
  - 4. Include physical description and dimensions of the luminaires.
  - 5. Driver, including efficiency, UL listing and recognition, ANSI certification, and Energy Independence and Security Act of 2007 compliance.
  - 6. LED modules, including life, output (lumens, CCT, and CRI), and energy-efficiency data.
  - 7. Photometric data and adjustment factors based on laboratory tests, complying with IES "Lighting Measurements Testing and Calculation Guides," of each lighting luminaire type. The adjustment factors shall be for LEDs, drivers, and accessories identical to those indicated for the luminaire as applied in this Project.
    - a. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
    - b. Manufacturer Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
  - 8. Photoelectric relays.
  - 9. Means of attaching luminaires to supports and indication that attachment is suitable for components involved.
- C. Shop Drawings: For nonstandard or custom luminaires.
  - 1. Include plans, elevations, sections, and mounting and attachment details.
  - 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
- D. Product Schedule: For luminaires. Use the same luminaire designation used on fixture schedule location on drawings.
- E. Delegated-Design Submittal: For exterior athletic lighting indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 1. Drawings and specifications for construction of lighting system.
  - 2. Manufacturer's determination of LLF used in design calculations.
  - 3. Lighting system design calculations for the following, Normal Lighting and Emergency Lighting: Provide design calculation for each.
    - a. Target illuminance.
    - b. Point calculations of horizontal and vertical illuminance, CV, and UG at minimum grid size and area.
    - c. Lighting Ordinance: In accordance with the City of Weldon, Halifax County lighting ordinances.

- d. Spill Scans: Spill scans must be submitted indicating the amount of maximum horizontal foot-candles and candela (Cd) measurements along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
  - e. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance.
4. Electrical system design for the following:
- a. Total connected and estimated peak-demand electrical load of each luminaire.
  - b. Point calculations of horizontal and vertical illuminance in indicated areas of concern for spill light.
  - c. Calculations of source intensity of luminaires observed at eye level from indicated properties near the playing fields.
5. Structural analysis data and calculations.
- a. Manufacturer Wind-Load Strength Certification: Submit certification that selected total support system, including poles, complies with AASHTO LTS-6-M for location of Project.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Shop drawing shall be included in the bid package along with the project bids.
- B. Coordination Drawings: Plans drawn to scale, on which the following items are shown and coordinated with each other:
- 1. Luminaires.
  - 2. New luminaire support structures.
  - 3. Limits of athletic fields.
  - 4. Athletic field support structures.
- C. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.
- 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Welding certificates.
- E. Product Certificates:
- 1. For each type of driver, from manufacturer.
  - 2. For new support structures, including brackets, arms, and appurtenances from manufacturer.
- F. Field quality-control reports.
- G. Sample warranty.

## 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires to include in operation and maintenance manuals.

- 1. Provide a list of all luminaire types used on Project. Use ANSI and manufacturers' codes.

## 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- 1. Fuses: Ten for every 100 of each type and rating installed. Furnish at least one of each type.

## 1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Shall be firms who are regularly engaged in manufacture of sports field lighting fixtures of types and ratings required, whose products have been in satisfactory use in similar service for not less than 5 years. Manufacturer's responsibilities include fabricating sports lighting and providing professional engineering services needed to assume engineering responsibility.

- 1. Engineering Responsibility: Preparation of delegated-design submittals and comprehensive engineering analysis by a qualified professional engineer.

- B. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory accredited under the NVLAP for Energy Efficient Lighting Products.

- C. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES testing standards.

- D. Field Testing Agency Qualifications: An independent testing agency that is accredited under the NVLAP for Energy Efficient Lighting Products, a member company of NETA, or an NRTL as defined in 29 CFR 1910.7, with the experience and capability to conduct field testing according to IES LM-5.

- E. Field Testing Agency Qualifications: A qualified independent professional engineer not associated with Contractor or lighting equipment manufacturer.

- F. Welding Qualifications: Qualify procedures and personnel according to the following:

- 1. AWS D1.1/D1.1M.

- 2. AWS D1.2/D1.2M.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

## 1.10 WARRANTY

- A. Warranty Period: 10 years from date of Substantial Completion.

- B. Special Warranty: Each manufacturer shall supply a signed warranty covering the entire system for the warranty period from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude weather condition events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, the manufacturers offering products that may be incorporated into the Work include the following or approved equals:
1. Musco Sports Lighting
  2. GeoSport Lighting

### 2.2 PERFORMANCE REQUIREMENTS

- A. Facility Type: High School.
- B. Lighting Requirements: Each of the four lighting poles shall support the Normal lighting, and Egress Lighting.
1. The normal and egress lighting shall be in the same sportsfield lighting structure on the pole. The normal and emergency lighting will require separate driver cabinets on each pole and separate wiring. During an event the normal lighting and emergency lighting will operate to illuminate the playing surface. Upon loss of normal power during an event the inverter will run off battery power and the battery backup power will be transferred to the egress lights thru a UL924 transfer device located at the lighting control cabinet.
- C. Illumination Criteria:
1. Minimum average target illuminance level for each lighted area for each sports venue and for the indicated class of play according to IES RP-6.
  2. CV and maximum-to-minimum uniformity ratios for each lighted area equal to or less than those listed in IES RP-6 for the indicated class of play.
  3. UG levels within each lighted area equal to or less than those listed in IES RP-6 for the indicated speed of sport.
- D. Illumination Parameters:
1. Football Fields Normal Lighting (Facilities with up to 5000 spectators):
    - 1) Average Initial Light Levels: 71.5 footcandles.
    - 2) Average Target Light Levels: 50 footcandles.
    - 3) CV: 0.21 or less.
    - 4) Maximum-to-Minimum Uniformity Ratio: 2.0:1 or less.
    - 5) Upper limit of UG Level: 1.5.
  2. Football Fields Egress Lighting on stadium seating:
    - 1) Average Target Light Levels: 2 footcandles.
    - 2) CV: 0.25 or less.
    - 3) Maximum-to-Minimum Uniformity Ratio: 4.0:1 or less.

3. Football Fields Egress Lighting on egress path to public way:
    - 1) Average Target Light Levels: 1.0 footcandles.
    - 2) Minimum Light Level: 0.1 footcandles
  4. Lighting Trespass at adjacent property line and public right-of-way:
    - 1) Comply with Town of Cary or levels listed below whichever is stricter.
    - 2) Maximum is 0.4 foot candles.
- E. Illumination Calculations: Computer-analyzed point method complying with IES RP-6 to optimize selection, location, and aiming of luminaires.
1. Grid Pattern Dimensions: For playing areas of each sport and areas of concern for spill-light control, correlate and reference calculated parameters to the grid areas. Each grid point represents the center of the grid area defined by the length and width of the grid spacing.
  2. Glare Control: Design illumination for each playing area to minimize direct glare in adjacent and nearby areas.
    - a. Design source intensity of luminaires that may be observed at an elevation of **60 inches (1524 mm)** above finished grade from nearby properties to be less than 12,000candela when so observed.
  3. Determine LLF according to IES RP-6 and manufacturer's test data.
    - a. Use LLD at 90 percent of rated lamp life. LLF shall be applied to initial illumination to ensure that target illumination is achieved at 100 percent of lamp life and shall include consideration of field factor.
    - b. LLF shall not be higher than 85 percent and may be lower when determined by manufacturer after application of the optical system output according to IES RP-6.
  4. Luminaire-Mounting Height: Comply with IES RP-6, with consideration for requirements to minimize spill light and glare.
  5. Luminaire Placement: Luminaire clusters shall be outside the glare zones defined by IES RP-6.
- F. Football Fields and Track:
1. IES RP-6: Class of Play III.
  2. Speed of Sport: Fast.
  3. Grid Pattern Dimensions: **30 by 30 feet (9 by 9 m)**.
- G. Egress Lighting: In case of power failure, provide a minimum of **1.0-fc** illumination, within 10 seconds, measured at grade in spectator and spectator egress areas.
1. Duration of emergency illumination shall be not less than 90 minutes.
  2. Momentary Power Interruptions: Provide emergency illumination immediately following restoration of power to the lighting circuits.
- H. Electric Power Distribution Requirements:
1. Electric Power: 480 V; single phase. And 277V; single phase power for egress lighting powered by inverter
  2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

## 2.3 TOWN OF CARY ORDINANCES

- A. All sports field lighting shall comply with the current town ordinance documents. Ordinance documentation can be found on the city's website. Refer to the following for sports field lighting requirements:
  - 1. Appendix A – Land Development Ordinance
    - a. Section 7.9
  - 2. Community Appearance Manual
    - a. Lighting Section pages LTG-2 through LTG-8
- B. Specific requirements include but are not limited to the following (refer to the documents above for full town lighting requirements):
  - 1. Fixtures must not exceed 80 feet in mounting height (this includes bases and/or other mounting structures).
  - 2. Fixtures must be fitted with the manufacturer's glare control package.
  - 3. Fixtures must be designed with a sharp cutoff and aimed so that their light beams fall within the primary playing area and the immediate surroundings, so that the off-site direct illumination is significantly restricted.
  - 4. All outdoor lighting shall be designed and located such that the maximum illumination shall not exceed 1.5 maintained horizontal footcandles (FC) at the property line for cutoff lights and 0.4 for noncutoff.
  - 5. All outdoor lighting fixtures shall be located a minimum of ten (10) feet from a property or five (5) feet from a right-of-way line and should not be located within a required perimeter buffer or streetscape unless it is located at the interior edge. Where located within a streetscape or buffer, light poles shall be placed a minimum of twenty (20) feet from existing or proposed canopy trees.

## 2.4 LUMINAIRES, LEDS, AND DRIVERS

- A. Luminaires: Complying with requirements listed below:
  - 1. Listed and labeled, by an NRTL acceptable to authorities having jurisdiction, for compliance with UL 1598 for installation in wet locations.
  - 2. Doors, Frames, and Other Internal Access: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without using tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent their accidental falling during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lens. Designed to disconnect driver when door opens.
  - 3. Exposed Hardware: Stainless-steel latches, fasteners, and hinges.
  - 4. Spill-Light Control Devices: Internal louvers and external baffles furnished by manufacturer and designed for secure attachment to specific luminaire.
  - 5. Luminaires Football fields shall be bracket-mounted, full-cutoff type.
  - 6. Football field Luminaires: LED, ratings vary based on mounting height. Refer to drawings.
  - 7. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.
- B. Driver Mounting: Grouped in cabinets, remote from location of associated luminaires unless otherwise indicated. Mounted at 10'-0" AFG.

## 2.5 Lighting Controls: Manual, low voltage, or digital; providing the following functions, integrated into a single control station per athletic field as indicated:

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet constructed of NEMA Type 1 steel, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

- C. Remote Lighting Switch: Additional remote switch that operates lighting from a secondary location (i.e. not on the contactor). To be located in a non-electrical space for staff access.

## 2.6 EMERGENCY TRANSFER DEVICE FOR SPORTFIELD EGRESS LIGHTING

- A. Description: NC, electrically held relay, arranged for wiring in parallel with automatic switching contacts; complying with UL 924. Unit shall be provided with by sportsfield lighting vendor

- 1. Coil Rating: 120 V.

## 2.7 SUPPORT STRUCTURES

- A. Support Structures for Football: Galvanized Steel Poles (70-80 foot above grade) and cross-arm assembly.

- 1. Non-approved pole technology:
  - a. Square static cast concrete poles will not be accepted.

## 2.8 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2018 North Carolina Building Code. Wind loads to be calculated using ASCE 7-10, a design wind speed of 115, exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6) and all associated errata and interim revisions.
- C. Foundation Design: The foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2015 IBC Table 1806.2.
- D. Pole foundations shall be included in the submittal package and shall be signed by registered engineer in State of North Carolina.

## 2.9 DURABILITY

- A. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing).

## 2.10 LIGHTNING PROTECTION

- A. Protection of Lighting Poles and Lighting Equipment: All structures shall be equipped with lightning protection meeting NFPA 780 standards. During construction the Contractor shall supply and install a grounding electrode of not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

## 2.11 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXTERIOR LIGHTING INSTALLED UNDER ANOTHER CONTRACT

3.2 QUALITY CONTROL 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 Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
  - 1. After instillation of sports lighting system and after electrical circuits have been energized, perform proof-of-performance field measurements and analysis for compliance with requirements. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
  - 2. Playing and Other Designated Areas: Make field measurements at intersections of grids, dimensioned and located as specified in "Performance Requirements" Article and as described below:
    - a. Football Field: Lighted area is 180 by 360 feet . Measure at least 90 points.
    - b. Track Area: Lighted area is 360 by 225 feet . Measure at least 50 points.
    - c. Emergency Egress area is the entire seating area. Measure at least 90 points on each side.
    - d. Emergency Egress to the public way (north and southern gates). Measure at least 30 points on each egress pathway.
  - 3. Make field measurements at established test points in areas of concern for spill light and glare. Lighting design shall comply with Town of Cary UDO light trespass levels.
  - 4. Perform analysis to demonstrate correlation of field measurements with specified illumination quality and quantity values and corresponding computer-generated values that were submitted with engineered design documents. Submit a report of the analysis. For computer-generated values, use manufacturer's lamp lumens that are adjusted to lamp age at time of field testing.
- C. Correction of Illumination Deficiencies for Playing Areas: Make corrections to illumination quality or quantity, measured in field quality-control tests, that varies from specified illumination criteria by plus or minus 10 percent.
  - 1. Add or replace luminaires; change mounting height and aiming; or install louvers, shields, or baffles.
  - 2. If luminaires are added or mounting height is changed, revise aiming and recalculate and modify or replace support structures if indicated.
  - 3. Do not replace luminaires with units of higher or lower wattage without Engineer's approval.
  - 4. Retest as specified above after repairs, adjustments, or replacements are made.
  - 5. Report results in writing.

- D. Correction of Excessive Illumination in Spill-Light-Critical Areas: If measurements indicate that specified limits for spill light are exceeded, make corrections to illumination quantity, measured in field quality-control tests, that reduce levels to within specified maximum values.
  - 1. Replace luminaires; change mounting heights and revise aiming; or install louvers, shields, or baffles.
  - 2. Obtain Engineer's approval to replace luminaires with units of higher or lower wattage.
  - 3. If mounting height is changed, revise aiming and recalculate and modify or replace support structures if indicated.
  - 4. Retest as specified above after repairs, adjustments, or replacements are made.
  - 5. Report results in writing.
- E. Sports lighting will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

### 3.3 ADJUSTING

- A. Adjust luminaires and supports to maintain orientation and aiming as recommended by manufacturer.

**END OF SECTION 265668**

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

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: \_\_\_\_\_