



BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-406-5100 Fax: 866-291-7891

Memorandum from Purchasing Department
Letter of Instruction For RFP #153.308.23.TECH.206
New Data Center Project

To: Prospective Parties

Thank you for your interest in the Brunswick County Schools. Please review the following instructions prior to submitting your proposal.

- 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 Brunswick County Schools. Brunswick County Schools 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.
- Brunswick County Schools 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 Debra Bair at dbair@bcswan.net.
- Offerors are cautioned that this is a request for offers, not a request to contract, and Brunswick County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of Brunswick County Schools.
- In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- It is the intention of Brunswick County Schools to issue a one-year service contract with an option to renew for two additional consecutive one year terms thereafter.
- Submit one (1) signed, original executed proposal responses, along with 3 photocopies and 1 electronic copy (emails not accepted) of your proposal simultaneously to the address identified below.

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. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. 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.

	Request For Proposal #153.308.23.TECH.206
199 Sessions Dr. Bolivia, NC 28422	Proposals will be publicly opened: 10/4/22
	Contract Type: Open Market
Refer ALL Inquiries to: Debra Bair Telephone No: 910-782-5096	Commodity: New Data Center Project
E-Mail dbair@bcswan.net	Using Agency Name: Brunswick County Schools

NOTICE TO VENDORS

Sealed Proposals, subject to the conditions made a part hereof, will be received at this office (199 Session Dr, Bolivia NC 28422) until **2:00 p.m.** on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 3 for proper mailing instructions.

Proposals submitted via facsimile (FAX) machine in response to this Invitation 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 (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity have 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 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 (8__)
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.

Submit **one (1) signed, original executed** proposal response, *along with 3* photocopies and 1 electronic copy (emails not accepted) of your proposal simultaneously to the address identified above.

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 above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. 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: Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<u>DELIVER TO: Megan Grissett</u>
PROPOSAL NO. RFP 153.308.23.TECH.206 Brunswick County Schools Operations Division 199 Sessions Drive Bolivia, NC 28422

RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	BCS	9/12/2022
Attend Pre-Proposal Meeting (Mandatory)	Vendor	9/22/2022 – 11:00 AM The COAST 1109 Old Ocean Hwy Bolivia, NC 28422
Questions submitted to dbair@bcswan.net (Reference RFP # in subject line)	Vendor/BCS	9/26/2022
Provide Response to Questions	BCS	9/27/2022
Submit Proposals	Vendor	10/4/2022 – 2:00 PM

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. Brunswick County Schools 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 # 153.308.23.TECH.206 - 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 below:

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

Questions received prior to the submission deadline date, Brunswick County Schools’ response, and any additional terms deemed necessary by Brunswick County Schools will be posted in the form of an addendum to the Brunswick County Schools Operations website

<https://www.bcswan.net/site/Default.aspx?PageID=2411> , and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Brunswick County Schools 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.**

RFP 153.308.23.TECH.206 – New Data Center Project

ACKNOWLEDGMENT OF ADDENDA

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addenda that may have been issued as part of this proposal.

ADDENDUM No. _____ Dated _____

ADDENDUM No. _____ Dated _____

ADDENDUM No. _____ Dated _____

ADDENDUM No. _____ Dated _____

ADDENDUM No. _____ Dated _____

Applicant's Signature

Date

NEW DATA CENTER PROJECT

General Conditions for Submitting Proposals

- **Unsolicited Proposal Changes**

Any change to a proposal which is received after the closing date of this RFP and which is not specifically solicited by the Brunswick County Schools system, will be rejected.

- **Costs for Proposal Preparation**

Any costs incurred by vendors in preparing or submitting offers are the vendor's sole responsibility; the BRUNSWICK COUNTY SCHOOLS will not reimburse any vendor costs incurred prior to award.

- **Oral Explanations**

The BRUNSWICK COUNTY SCHOOLS will not be bound by oral explanations or instructions given at any time during the competitive process or after award.

- **Proprietary or Other "Confidential" Information**

Any trade secrets or other similar proprietary data that the vendor does not wish disclosed beyond the Brunswick County Schools personnel involved in the evaluation or contract administration will be kept confidential if identified as described below:

Any section of the proposal, which is to remain confidential, must be marked "confidential." Cost information and other information that is considered public information may not be deemed confidential.

- **Oral presentation**

A vendor who submits a proposal in response to the RFP may, at the discretion of Brunswick County Schools, be required to give an oral presentation and/or clarification of his/her proposal to Brunswick County Schools. This will provide an opportunity for the vendor to clarify or elaborate on his/her proposal but will in no way change the vendor's original proposal. The cost of preparing for and attending the meeting will be at the vendor's expense. Brunswick County Schools will schedule the time and location of each such presentation Brunswick County Schools determines that an oral presentation is necessary

- **Offeror Response**

Vendor shall review the Requirements and Specifications below and describe their proposed approach or ability to meet or exceed each specification or confirm and agree that they shall meet the specification. Vendor's responses shall be complete and comprehensive with a corresponding emphasis on being concise and clear. Vendor may include additional materials in a separate appendix in their offer and reference these additional materials in the applicable response below.

- **Proposal Evaluation**

All proposals will be evaluated by representatives of Brunswick County Schools. Brunswick County Schools 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 New Data Center Project that is the subject of this RFP is not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. This document, and not those statutes, will govern the selection process.

Brunswick County Schools shall not be required to award the contract to the lowest proposed compensation; nor shall Brunswick County Schools 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, Brunswick County Schools 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 Brunswick County Schools deems advisable under all the circumstances.

Brunswick County Schools is expected to make any final selection(s) based upon any factors or considerations Brunswick County Schools deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. Brunswick County Schools retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of Brunswick County Schools and may consider any factors, documents, or information it deems relevant in making that determination. Brunswick County Schools 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 Brunswick County Schools 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.

SCOPE OF WORK AND SPECIFICATIONS

This project is an integrated turnkey data center solution and shall include the following:

- Purchase of Cisco network, security and server equipment for the Data Center. Scope of project is to upgrade all Cisco equipment and to purchase software and hardware support for five years of coverage. Full purchase list will be provided at the Pre-Bid Meeting. Engineering professional services for configuration and installation assistance of the Cisco equipment will be negotiated separately once a solution provider is awarded the project.
- 20KVA UPS 480/208/120 with isolation transformer, 20KVA redundant module, external maintenance bypass with SKRU, and a communication card. UPS be manufactured by the same manufacture as the rack solution and HVAC to maintain match and finish.
- 3 rack integrated solution with supply air plenum for under the cabinets and return air plenum for top of the cabinets. All plenums must be manufactured by the same manufacture as the server cabinets, UPS and HVAC and have the same fit and finish.
- Quantity (2) 5 Ton downflow (No Exceptions) 460 V precision cooling units with controls that can be networked together, 460V high ambient, and coated condensers. HVAC unit shall have integrated electrical panel and fire suppression. HVAC Units shall be manufactured by the same manufacture as UPS, Server Racks and under the rack supply plenum and top of the rack return plenum to maintain same fit and finish.
- Quantity (6) 3 phase rack mount PDUs with L21-30 input with C13-C19 Combination. All PDUs must be metered and controlled at a receptacle level.
- SNMP Monitoring software.
- Integrated fire suppression.
- Quantity (1) 150 KW 480 Volt Generator with 72 hour base tank LSI breaker, sound aluminum enclosure 75 DBA at 23', tropicalized coated alternator, Communications Card and Matching 3 pole standard transition ATS, NFPA 110 system in a NEMA 1 Enclosure.

I. CONTRACTOR LABOR AND SERVICES:

- A. All electrical and mechanical work including all labor and material including the following: wiring, conduit, electrical panels, generator pad, setting generator, ATS, setting UPS and bypass, wiring HVAC units, refrigerant lines, refrigerant, condensate lines, condenser pads and rigging to be included and performed by a licensed contractor.
- B. Installation contractor must have an office located in central or eastern NC. Must have at Least 7 years of experience in data center infrastructure work. Contractor must have performed at least 5 data center projects and must have installed a successful integrated solution, such as the one being proposed, in eastern NC. Contractor must provide references from each of the five successful integration solutions. Pricing will include design fees by a professional engineer that includes stamped drawings.
- C. HVAC warranty provider must have a physical office in central or eastern NC. Must have on location.

- D. Parts and a minimum of two technicians that have been factory certified to work on the manufactures equipment that is provided. No third party, multiple product service team will be accepted. Must have a minimum of 15 years of experience servicing precision cooling for data centers.
- E. Technicians assembling Modular Data Center must have a physical office in central or eastern NC. Must have technicians that have been factory certified to install manufactures equipment that is provided.
- F. Must have installed a minimum of 5 integrated solutions. No third-party mechanical contractor, electrical contractor, cabling contractor or integrator will be accepted that does not have experience assembling this type of solution.
- G. UPS warranty provider must have extensive network of factory trained technicians (no third party will be accepted). Must have a minimum of 50 clients from central to eastern NC and be able to guarantee 4 hours on site response time.
- H. Factory OEM labor and warranty during first year of equipment life.

II. CONTRACTOR SHALL:

- A. Furnish all labor and equipment, etc. necessary to complete the New Data Center Project satisfactorily.
- B. Warranty labor and workmanship for a period of one (1) year to be free from all defects. If workmanship fails, it shall be replaced at the Contractor's expense.
- C. Be responsible for all accidents and damages that might occur due to his equipment or personnel while upon the grounds or buildings used or owned by the Brunswick County Board of Education.
- D. Be responsible for all clean up and properly dispose of all debris during and after completion of job. Debris and trash shall not be allowed to collect overnight on the site. The contractor shall remove all debris and trash from the schools as it accumulates in order that a clean appearance is maintained at all times. **DEBRIS MAY NOT BE EMPTIED INTO DUMPSTERS ALREADY ON SITE AND SERVICED ON BEHALF OF BRUNSWICK COUNTY SCHOOLS.**
- E. There shall be no tobacco products inside or outside of buildings, since all Brunswick County Schools buildings and properties are tobacco-free.
- F. There shall be no alcoholic beverages, drugs, or firearms on any Brunswick County Schools property.
- G. The Contractor shall work with the Brunswick County Schools on each project work schedule. Contact Project Coordinator: Debra Bair – dbair@bcswan.net.
- H. By submission of a proposal, the Contractor acknowledges that he has a complete understanding of the required scope of work, either as defined herein or described orally by the owner's designated representative.

III. Preliminary Data Center Permitting Meeting Notes with Brunswick County

- A. DESIGN/PERMITTING
 - o WILL NEED APPENDIX B
 - o FUEL OIL TANK PERMIT
 - o BUILDING PERMIT
 - o ELECTRICAL PERMIT
 - o MECHANICAL PERMIT
 - o FIRE SUPPRESSION PERMIT
 - o FIRE ALARM PERMIT

- DID NOT TAKE ISSUE WITH TWO SERVICES TO ONE ROOM

B. INSPECTIONS

- ROUGH-IN
- FINAL

C. ROOM

- ELECTRICAL CODE MAY REQUIRE DIRECT EXIT TO OUTSIDE
- CLASSIFICATION MAY BE B BUSINESS OR U. UNCLASSIFIED (ASSOCIATED SPACE)
- INTERIOR TRANSFORMER SIZE TO DICTATE ROOM RATING

D. FUEL OIL TANK

- SIZE WILL AFFECT DISTANCE FROM BUILDING
- DOUBLE WALL TANK TO BE LEAK TESTED

E. FIRE SUPPRESSION

- IF CAPPING SPRINKLER HEADS ABOVE RACK NEED DESIGN DRAWING/LETTER (NICET 3 DESIGNER)
- AUDIO VISUAL ALERT
- TIED INTO BUILDING FAS
- DEADMAN'S SWITCH

F. IF AIR TIGHT RACK SYSTEM

- PRESSURE TEST OF RACK REQUIRED

G. IF NOT AIRTIGHT RACK SYSTEM

- ISOLATE ROOM HVAC
- INSTALL HARD CEILING
- PRESSURE TEST ROOM

Basis of Design

Vertiv™ Liebert® SmartRow™ DCR

Self-Contained, Fully Integrated, Row-Based Infrastructure Part of the Liebert® SmartRow™ Platform

1.0 GENERAL

1.1 Summary

This specification defines the characteristics and requirements of the Liebert® SmartRow™ DCR, an adaptive, scalable, modular infrastructure system that includes integrated IT equipment racks, environmental controls, power distribution and fire suppression and is designed for the support of IT systems and electronic equipment. Optional system configurations shall include 20kW (N+1) or 36kW (N) environmental controls, infrastructure management, and monitoring systems.

1.2 Standards

The Liebert®SmartRow™DCR is designed in accordance with the current revision of the following agency standards. Where a conflict arises between these documents and statements made herein, the statements in this specification shall govern.

- UL 60950-1: Information Technology Equipment, Second Edition
- EIA310-D standard for 19" racks and holes spacing
- NEMA Type 1 / IECIP10 enclosure
- NFPA No. 2001 - Clean Agent Fire Extinguishing Systems
- NFPA No. 72 - National Fire Alarm Code

1.3 System Description

1.3.1 Design Requirements – Major Components

The Liebert®SmartRow™DCR shall consist of modular architecture to facilitate an adaptive and scalable infrastructure system. System modules shall be designed as integrated components of a complete stand-alone system and shall allow flexibility for capacity growth and expansion. System modules shall be designed in accordance with data center best practices, including hot air and cold air separation; high-efficiency dedicated cooling and integrated monitoring, control and fire suppression. Design requirements – DCR Control Panel and Fire Suppression System.

The Liebert® SmartRow™ DCR shall include an integrated DCR Control Panel and Fire Suppression System. This module shall contain the fire detection and suppression system, fire strobe light and audible horn, the power/fire control interface, fire suppression system abort/ manual release switches and the load distribution center. The DCR Control Panel and Fire Suppression System shall provide power to the Liebert® SmartRow™ DCR fire suppression system and to an automatic emergency airflow system. The DCR Control Panel

and Fire Suppression System shall be furnished with an Emergency Power Off (EPO) provision for the Liebert® SmartRow™ DCR, Vertiv™ Liebert® PDX, Vertiv™ Liebert® PCW controls and optional UPS systems. The load distribution center can be used to distribute power to powered loads inside the Liebert® SmartRow™ DCR.

- Power Distribution: To provide power to powered loads inside the Liebert® SmartRow™ DCR, the load distribution center shall be field-configurable to support connections from optional centralized, free-standing 3PHUPS systems; or connections to optional 1 PH rack-mounted UPS systems; and connections to optional Rack PDU systems.
- Fire Suppression: The Vertiv™ Liebert® SmartRow™ DCR shall include an integrated, self-contained Fike SHP-Pro clean agent system utilizing ECARO-25 (HFC-125) as the fire extinguishing agent. For Canadian System sa., self-contained Potter PFC 4410 Control panel clean agent system shall be leveraged still utilizing ECARO-25 (HFC-125) as the fire extinguishing agent. The fire suppression system shall include all detection and control equipment, agent storage container, ECARO-25 agent, system actuation equipment, discharge nozzle, pipe and fitting, manual release and abort station, audible and visual alarm device, auxiliary devices and controls, shutdowns, alarm interface, sealed battery, and caution/advisory sign. Commissioning and functional checkout and user training shall be performed by manufacturer-qualified personnel.

1.3.2 Design Requirements - Liebert® SmartRow™ DCR Environmental Controls

The environmental control system shall be a factory-assembled Liebert® SmartRow™ DCR, Vertiv™ Liebert® PDX (Air – Cooled). Standard 60Hz units shall be CSA (NRTL-C) certified to the harmonized U.S. and Canadian product safety standard, CSA C22.2 No. 236/UL 1995 for Heating and Cooling Equipment and are marked with the CSA c-us logo. The system shall be designed for draw-through air arrangement to ensure even air distribution to the entire face area of the coil. The Liebert® SmartRow™ DCR, Liebert® PDX, Liebert® PCW units must be specifically installed facing the front or rear of the DCR system. Liebert® SmartRow™ DCR Environmental Control systems shall be configurable as follows:

- 20kW (N) Liebert® SmartRow™ DCR, Liebert® PDX / Liebert® PCW: The Liebert® SmartRow™ DCR, Liebert® PDX / Liebert® PCW primary configuration shall have a nominal cooling capacity of 20kW @ 85°F (29.4°C) return air (based on the nominal 5-ton Liebert® SmartRow™ DCR, Liebert® PDX / Liebert® PCW) and shall consist of a high-efficiency digital scroll compressor (not applicable to Liebert® PCW), Vertiv™ Liebert® iCOM™ control with Touch Screen Display and downward discharge airflow.
- 20kW (N+1) Cooling Configuration: The Liebert® SmartRow™ DCR shall be available in an 20kW (N+1) cooling configuration that shall consist of two (2) Liebert® PDX units. The total nominal cooling capacity of the Liebert® SmartRow™ DCR 20kW (N+1) cooling configuration shall be 20kW @ 85°F (29.4°C) return air (based on the nominal 5-ton Liebert® SmartRow™ DCR, Liebert® PDX). The Liebert® SmartRow™ DCR, Liebert® PDX units shall be connected to each other via the Liebert® iCOM™ control to create a private network

that will allow Unit- 2-Unit (U2U) communications for redundant operation.

- **Optional 36kW (N) Cooling Configuration:** The Liebert® SmartRow™ DCR shall be available in an optional 36kW (N) cooling configuration that shall consist of two (2) Liebert® PDX / Liebert® PCW units. The total nominal cooling capacity of the dual cooling unit configuration shall be 36kW at 85°F (29.4°C) return air (based on the nominal 5-ton Liebert® SmartRow™ DCR, Liebert® PDX / Liebert® PCW). The Liebert® SmartRow™ DCR, Liebert® PDX / Liebert® PCW units shall connect to each other via the Liebert® iCOM™ control to create a private network that will allow Unit-2-Unit (U2U) communication for dual cooling unit operation.
- **Base and Top Plenums:** The Liebert® SmartRow™ DCR shall be furnished with base (supply) and top (return) airflow plenums designed to integrate to the Liebert® PDX / Liebert® PCW and the DCR Racks, resulting in a closed airflow architecture design and room-neutral heat loading.
- **Emergency Ventilation Fans:** The Vertiv™ Liebert® SmartRow™ DCR shall be furnished with an integrated emergency ventilation fan system with gravity dampers to provide emergency airflow to powered IT equipment inside the Liebert® SmartRow™ DCR Racks. The emergency ventilation fan system shall activate when a high temperature condition (98°F) is sensed inside the Liebert® SmartRow™ DCR or when there is a loss of primary cooling from the Liebert® PDX. It shall be powered via the 15A breaker factory installed in the load distribution center.

1.3.3 Design Requirements –DCR Racks

- **Networking Racks:** The Liebert® SmartRow™ DCR shall include (1) 42U x 800mm wide x 1230 mm deep DCR networking rack. Liebert® SmartRow™ networking racks are pre-configured and optimized to support networking equipment and large amounts of cabling. They are based on the DCE rack platform and will be furnished with four rack PDU brackets and two rows of cable management fingers in the front of the racks. These will be factory installed to reduce assembly time and labor exposure.
- **Server Racks:** The remaining racks will be 42U x 700mm wide x 1230 mm deep DCR server racks. These are also based on the DCE rack platform, and they will be furnished with (2) factory installed rack PDU brackets in the rear of the racks. The pre-configured, factory integrated equipment racks minimize on-site deployment time and labor while increasing consistency and proper operation of the Liebert® SmartRow™. Racks at either end of the row use solid side panels to ensure proper airflow management and are clearly labeled to ensure they are properly located during installation.

Both rack types will be equipped with EIA 310-D-compliant rack-mount EIA rails to accommodate powered loads inside the Liebert® SmartRow™ DCR. Each rack will also be furnished with, a bag of (6) velcro strips for rack PDU cable management, vertical airflow brush kits on the front EIA rails and (1) factory installed Vertiv™ Liebert® 2T sensor & probes. The Liebert® SmartRow™ DCR Racks shall be fully factory-assembled and shall include all appropriate design provisions to integrate with the DCR base (supply) and top (return) airflow plenums.

1.4 Electrical Requirements – AC Input

1.4.1 AC Input - Liebert® SmartRow™ DCR

The Liebert® SmartRow™ DCR shall be furnished with an integrated 3PH, 5-wire, 30-pole load distribution center rated at 120/208VAC and 225A; or an optional 1PH, 4-wire, 30-pole load distribution center rated at 120/208VAC & 125A. A main CB (225A 3PH or 125A 1PH) with shunt-trip assembly shall be an option for either load distribution center in the Liebert® SmartRow™ DCR. The load distribution center provides power to IT loads, electronic equipment, and the Liebert® SmartRow™ DCR control logic and fire suppression circuits.

The user shall have the option of powering the load distribution center from a user-supplied, 3PH UPS; or powering directly from commercial power that is fed to user-supplied, rack-mounted UPS system(s) within the Liebert® SmartRow™ DCR rack(s). The Liebert® SmartRow™ DCR Control Logic, Emergency Ventilation Fans, and Fire Suppression System shall be powered from the load distribution panel via two (2) manufacturer-provided 120VAC, 15A branch breakers. During normal operation, nominal power consumption to the Liebert® SmartRow™ DCR Control Logic and Fire Suppression system is 2.74A at 120VAC. A single Liebert® SmartRow™ DCR Top Plenum and integrated emergency ventilation fan assembly is supplied per each Liebert® SmartRow™ DCR rack. During an emergency or over-temperature condition, the emergency ventilation fan assembly will draw an additional 1.82A per rack. For configurations that exceed 7 racks, an Emergency Ventilation Fan Power Expansion kit is supplied to ensure the necessary power supply is provided for proper operation.

2.0 PRODUCT

2.1 Vertiv™ Liebert® SmartRow™ DCR Control Panel and Fire Suppression System

2.1.1 Construction

The DCR Control Panel and Fire Suppression System shall be constructed of formed and welded 16 ga. Steel and shall be finished in powder-coat black (RAL 7021). The DCR Control Panel and Fire Suppression System shall be fully factory-assembled and shall include the following components:

Fire Detection and Suppression System

1. The fire system shall be controlled by a microprocessor-based SHP PRO control system manufactured by Fike Corporation and shall be furnished with a sealed, non-spillable 12AH standby battery.
2. Canada Systems: The fire system shall be controlled by a microprocessor-based Potter Model PFC- 4410RC control system and shall be furnished with a sealed, non-spillable 12AH standby battery
3. Each system shall have its own supply of ECARO-25 clean agent. The system design shall be central storage utilizing a fast-acting rupture disc valve. Each container shall have a pressure gauge to provide visual supervision of the container pressure. The pressure gauge shall be color coded to provide an easy, visual indication of container pressure.
4. Distribution piping and fittings shall be installed within the Liebert® SmartRow™ DCR in accordance with the manufacturer's requirements, NFPA 2001 and approved piping standards and guidelines. All distribution piping shall be installed by specifically qualified individuals using accepted practices and quality procedures.
5. The system shall be actuated by a photoelectric duct detector mounted in the top return air plenum and installed in accordance with the guidelines stated in NFPA 72.

When the detector senses combustion, the system shall activate the audible horn and visual strobe. After a 30-second delay, the system shall release the suppression agent and automatically activate the EPO.

6. The emergency power off (EPO) shall be a push-button type latching switch with a protective cover. The EPO switch shall require field connection to Vertiv™ Liebert® PDX/Vertiv™ Liebert® PCW(s) and any optional UPS systems for shutdown of all power to high-voltage equipment.
7. The system shall be furnished with an electric/manual release switch that provides a means of manually discharging the ECARO-25 clean agent system when used in conjunction with the Fike SHP PRO Control System. Manual actuation shall bypass the time delay and abort functions, shall cause the system to discharge and shall cause all release and shutdown devices to operate in the same manner as if the system had operated automatically.
8. The Abort Station shall be a Fike P/N 10-1639 and shall be located next to the manual switch.
9. The audible visual pre-discharge alarm unit shall be a Gentex P/N 904-317-002 Strobe device, or equal.
10. The system shall be furnished with on-site commissioning which shall be performed by an authorized local Fike service agent.
11. Refer to the Flagship Fire specification, ECARO-25™ Fire Suppression System with Impulse Valve & SHP ProControl Panel, for additional details.

Load Distribution Center

The load distribution center shall be housed in a NEMA Type 1 / IEC IP20 indoor enclosure and include copper bus construction. The frame shall be constructed of formed and welded 16 gauge steel to provide a strong substructure. The unit shall have hinged door. The unit shall have top and bottom input/output cable access with a total of (3) total knockouts – (3) .87" dia.; and (2) pilot holes to aid in creating attachments for the load center main inputs. All service shall be capable of being performed with access to the front. Retro fitting additional power distribution cables shall require access to the front of the unit only. The hinged door shall provide access to all circuit breakers. The unit shall be naturally convection-cooled. The convection cooling method shall allow continuous full-load operation. The color of the exterior door and panels shall be powder-coat black (RAL7021).

Additional branch circuit breakers shall be user-supplied, square -D bolt-on (QOB) type, or square– D plug in (QO)type. The panel board shall include separate, isolated neutral and safety-ground bus bars.

2.2 Vertiv™ Liebert® PDX Environmental Control – All Systems

2.2.1 Liebert® PDX / Liebert® PCW

The Liebert® PDX / Liebert® PCW for the Vertiv™ Liebert® SmartRow™ DCR, shall have a nominal cooling capacity of 20kW @ 85°F (29.4°C) return air (based on the nominal 5-ton Liebert®PDX/Liebert®PCW), and consist of a high efficiency digital scroll compressor (not applicable to Chilled Water models), Vertiv™ Liebert iCOM™ with a touch screen display, and down discharge air flow.

Optional operating characteristics of the Liebert® PDX to be specified at time of order shall be:

- Cooling system operating voltage: (460V/60Hz or 208V/60Hz or 230V/60Hz)
- Cooling type: (air-cooled, chilled water, or water / glycol)
- Heat Rejection: (Micro Channel (MC) condenser with or without Vertiv™ Liebert®)

Lee Temp Kit, or Fan Cycling Dry cooler & Pump Package)

- Electrical and piping connection entry (top entry or bottom entry)

2.2.2 Cabinet and Frame Construction

The Liebert® PDX/Liebert® PCW in the Liebert® SmartRow™ DCR exterior panels shall be 20-gauge steel and powder-coated with black color paint to protect against corrosion. The exterior panels shall be insulated with 1/2" to 1" (12.7 to 25.4mm), 1-1/2 lb. (0.68 kg) insulation. Front and side panels shall have captive, quarter-turn fasteners. The cabinet shall be designed so that all components are serviceable and removable using the front the unit.

2.2.3 Fan and Motor Section

The unit shall be equipped with one plug fan: integral direct driven fan with backward-curved blades and electronically commutated DC motors, commonly referred to as EC fan. The fan speed shall be automatically regulated by the Liebert® iCOM™ through all modes of operation. The fan shall have a dedicated motor, fault monitoring circuitry and speed controller, which shall provide a level of redundancy. The impeller shall be made of aluminum and dynamically balanced. The EC fan shall be located within the unit. The EC fan shall also provide greater energy savings than forward-curved centrifugal fans and variable speed drives. The filter shall be deep-pleated, 2" (51mm) thick with a MERV 8 rating efficiency based on ASHRAE 52.2-2007. A filter clog switch shall be included. Mesh type, cleanable filters shall be unacceptable.

2.2.4 Digital Scroll Compressor with Sound Jacket

The compressor shall be an R-410A scroll-type with variable capacity operation from 20-100%, commonly known as a digital scroll. The compressor solenoid valve shall unload the compressor to provide variable capacity operation. The compressor shall have a suction gas-cooled motor, EPDM vibration isolators, internal thermal overloads, automatic reset high pressure switch with lockout after three failure occurrences, rotalock service valves, low pressure transducer, and crankcase heater. The compressor shall be removable and serviceable from the front of the unit. The crankcase heater and a discharge check valve shall be provided for additional system protection from refrigerant migration during off cycles. The compressor sound jacket shall reduce the level of sound emitted from the compressor. It shall consist of a 3/8 inch closed cell polymeric 4.5 - 8.5 lb/ft³ density jacket that encloses the compressor.

2.2.5 Vertiv™ Liebert® iCOM™ Control with 9" Color Touch Screen Display

The Liebert® iCOM™ shall be microprocessor-based with a 9" color touchscreen display and shall be mounted in an ergonomic, aesthetically pleasing housing. The display shall be viewable while the unit panels are open or closed. The controls shall be menu-driven. The system shall display user menus for active alarms, event log, graphic data, unit view/status overview (including the monitoring of room conditions, operational status in percentage of each function, date and time), total run hours, various sensors, display setup and service contacts. A password shall be required to make system changes. Service menus shall include set points, standby settings (lead/lag), timers/sleep mode, alarm setup, sensor calibration, maintenance/wellness settings, options setup, system/network setup, auxiliary boards, and diagnostics/service mode. The Liebert® iCOM™ shall be capable of accommodating one (1) Vertiv™ Liebert® 2 TRack Sensor per DCR rack.

Refer to the Liebert® PDX / Liebert® PCW Guide Specification, document number SL-19810GS, for additional Liebert® iCOM™ control processor characteristics.

2.2.6 Disconnect Switch, Locking Type

A locking-type fused disconnect switch shall be mounted in the electrical panel and shall be capable of disrupting the flow of power to the unit. The locking type shall consist of a main unit switch operational from outside the unit. The high voltage electric panel compartment shall be accessible only with the switch in the off position. The locking disconnect shall be lockable in support of lockout/tag out safety programs.

2.2.7 Sensors

The Vertiv™ Liebert® PDX / Vertiv™ Liebert® PCW unit shall be furnished with (1) LT410 Point Leak Sensor, factory wired, field mounted in the base plenum – thermal unit. Each Vertiv™ Liebert® SmartRow™ DCR rack shall be furnished with a factory installed Liebert® 2T Rack temperature sensor (two probes per rack) to reduce assembly time and labor expense. The sensors shall be capable of being wired in a daisy chain configuration to the Liebert® PDX / Liebert® PCW return air temperature and humidity sensor.

2.2.8 Condensate Pump

The Liebert® PDX / Liebert® PCW unit shall be furnished with (1) condensate pump, field mounted in the base plenum – thermal unit. The condensate pump shall be complete with dual integral float switch, pump, motor assembly and reservoir. The secondary float shall send an alarm signal and shut down the cooling unit upon a high-water condition.

2.2.9 Humidifier and Reheat

The Liebert® PDX / Liebert® PCW is not furnished with humidifier or reheat systems because the Liebert® SmartRow™ DCR is a closed loop architecture.

2.3 Vertiv™ Liebert® SmartRow™ DCR, Vertiv™ Liebert® PDX / Vertiv™ Liebert® PCW System Options

The Liebert® SmartRow™ DCR, Liebert® PDX / Liebert® PCW shall be supplied in the following configurations with options as specified at the time of order. Refer to the Liebert® PDX / Liebert® PCW guide specifications SL-19810GS, available at the Liebert Web site: <https://www.vertiv.com/>

Optional design requirements of the Liebert® PDX / Liebert® PCW to be specified at time of order shall be:

2.3.1 Direct Expansion Self-Contained Systems

Air-Cooled Self-Contained Systems

1. MC Condenser (sized for 95°F, 100°F, or 105°F outdoor ambient)

2.3.2 Liebert® SmartRow™ DCR Base (Supply Air) Plenum and Top (Return Air) Plenums

The Liebert® SmartRow™ DCR supply and return air plenums shall be constructed of formed and welded 16 gauge steel and finished in powder-coat black (RAL 7021). All supply and return air plenums shall be individually sized to match the Liebert® PDX / Liebert® PCW in the Liebert® SmartRow™ DCR, and the specific DCR Racks as selected at the time of order. One set of supply and return air plenums shall be supplied for each DCR rack and for each Liebert® PDX / Liebert® PCW cooling system.

2.3.3 Liebert® SmartRow™ DCR Base (Supply Air) Plenum

Liebert® SmartRow™ DCR base (supply air) plenums shall be furnished with adjustable leveling feet, all appropriate gasket materials, and edge guards. The plenum gasketing that will contact the racks and the thermal units shall be factory installed to enable easier assembly for the customer. Remaining gasketing and edge guards shall be field-installed. The base (supply air) plenums shall be insulated and furnished with one user-adjustable air balancing damper to control the amount of airflow from the Liebert® PDX / Liebert® PCW system(s) entering the front of each DCR rack.

Liebert® SmartRow™ DCR base (supply air) plenums shall be furnished with cable pass-through openings, removable end panels to allow for expansion, and a separate atmospheric damper which shall automatically enable the supply of ambient room air to the DCR rack during emergency operation. The base (supply air) plenums for the thermal units shall also include a factory installed back draft damper to prevent the short cycling of air within the system.

2.3.4 Liebert® SmartRow™ DCR Top (Return Air) Plenum

The Liebert® SmartRow™ DCR top (return air) plenums shall route heat from powered rack mounted loads back to the Liebert® PDX / Liebert® PCW(s) in the Liebert® SmartRow™ DCR. The Liebert® SmartRow™ DCR top (return air) plenums shall be furnished with all appropriate gasket materials, edge guards, & lobster claws (4) per plenum for effective cable management. The plenum gasketing that will contact the racks & the thermal units shall be factory installed to enable easier assembly for the customer. Remaining gasketing and edge guards shall be field-installed. Each top (return air) plenums shall be furnished with an integrated, self-contained Emergency Fan system, rated at 1,000 CFM at 120VAC. These fans provide emergency airflow to powered loads inside the Liebert® SmartRow™ DCR Racks and reject heat to the outside of the Liebert® SmartRow™ DCR. The emergency fan system shall activate when a high temperature condition (98°F) is sensed inside the Liebert® SmartRow™ DCR or during a loss of PDX/PCW cooling.

Vertiv™ Liebert® SmartRow™ DCR top (return air) plenums shall be furnished with cable pass-through openings, removable end panels to allow for expansion, and with adjustable sleeves for ceiling discharge interface. They have been designed to provide routing for both power and network cables through the front & back of the plenums respectively. Each of the DCR emergency fan units shall be integral to the top (return air) plenums and shall be available in a top-mounted orientation.

2.4 Liebert® SmartRow™ DCR Racks

2.4.1 Frame Type

The Liebert® SmartRow™ DCR rack frame shall be constructed as a welded steel frame, folded 5-times for maximum strength and rigidity, and promote flexible mounting options and adjustable rear rail positioning. The frame shall include depth markings for ease of EIA rail alignment. The frame shall support 3000 lbs. (1,361kg) static weight load, 2500 lbs. (1,134kg) dynamic (non-transit) weight load. The Liebert® SmartRow™ DCR Racks shall be furnished with (2) pairs of 42U, 19" EIA 310E-compliant rack mount rails to accommodate powered loads inside the Liebert® SmartRow™ DCR. All mounting rails shall be constructed of 12 gauge sheet steel, finished in powder-coat black

(RAL 7021) with color-contrasting RU position labels on both sides of each rail marking 1U increments. The front EIA mounting rails shall be factory-installed & set back 8.4” for proper airflow.

2.4.2 Cabinet Enclosure

Each Liebert® SmartRow™ DCR rack shall be fully factory-assembled with doors, split side panels, top plate modified for top (return air) plenum interface, base modified for base (supply air) plenum interface, and all appropriate gaskets and sealing provisions for hot and cold air separation.

Network Racks 800mm Wide

These racks will be factory installed with (4) fixed full height rack PDU mounting brackets; (2) mounted in the front, (2) mounted in the rear, and (2) cable fingers mounted in the front. The overall dimensions of this DCR rack including doors and panels shall be:

- Width: 31.5" (800mm); 19" EIA rack-mount
- Height: 42U, 77.6" (1,972mm); 42U usable space
- Depth: 48.4" (1,230mm)

Server Racks 700mm Wide

These racks will be factory installed with (2) fixed full height rack PDU mounting brackets; (2) mounted in the rear, vertical airflow brush strips, and cable entry brushes on the side panels of the racks not on the end of the rows. The overall dimensions of this DCR rack including doors and panels shall be:

- Width: 27.6" (700mm); 19" EIA rack-mount
- Height: 42U, 77.8" (1,975mm); 42U usable space
- Depth: 48.5" (1,231mm)

Doors

Front and rear doors shall be furnished with a three-point latch system with key lock insert for security, and shall be constructed of 16 gauge (1.5mm) sheet metal and finished in powder-coat black (RAL 7021). The front door shall be a gasketed single front sheet metal door with a full-height, scratch- and impact- resistant clear acrylic insert to allow for external viewing of rack mounted equipment. The rear doors shall be gasketed split solid steel doors.

Sensors

Each Liebert® SmartRow™ DCR rack shall be furnished with (1) factory-installed 2T temperature sensor. The sensors shall be capable of being wired in a daisy chain configuration back to the thermal unit.

3.0 OPTIONS - VERTIV™ LIEBERT® SMARTROW™ OFFERING

3.1 Rack Power Distribution Units – PDU

Liebert® SmartRow™ DCR rack PDU options shall be field-installed on either the furnished PDU brackets, vertical frame members or in zero-U internal spaces. All rack PDU's shall include an input power cord with appropriate input plug connection and appropriate circuit breaker protection. Liebert® SmartRow™ DCR Rack PDU options shall be:

3.2 Vertiv™ Liebert® SmartRow™ DCR Monitoring

3.2.1 Vertiv™ Liebert® vNSA Network Switch (Optional)

A network switch is required for unit-to-unit communications in redundant cooling configurations, allowing the units to communicate and function as a team and facilitating lead/lag operation. The Liebert® vNSA switch or equivalent is required in redundant or higher capacity configuration. The Liebert®vNSA8 network switch meets all Vertiv™ Liebert® PDX / Vertiv™ Liebert® PCW communication requirements. The Liebert® vNSA network switch is designed for connecting multiple Ethernet-ready devices and comes in various models: Vertiv™ Liebert® vNSA8 iCOM™, Vertiv™ Liebert® vNSA16 iCOM™, Liebert® vNSA8, Liebert®vNSA16. The vNSA8 may have a Liebert®iCOM™display mounted on the front.

3.2.2 Vertiv™ Liebert® IS-UNITY-DP and Web-Based Management Communication

1. Unity cards deliver Web, Vertiv™ LIFE™ Services Support, Vertiv Protocol, SNMP, BACnet IP/MSTP, Vertiv™ Modbus TCP/RTU, Email, Text Messaging, and Telnet communication and control capabilities for a variety of Liebert power and thermal management units. The platform supports 10/100 Mbit Ethernet, IPv4 and IPv6, HTTP/HTTPS for device webpage access, Vertiv Protocol for communicating with Vertiv™ *Trellis*™, Vertiv™ Liebert® SiteScan™, and Vertiv™ Liebert® Nform software applications, and LIFE™Services support for Remote Service Delivery applications. Vertiv™ Liebert® SN sensors may also be connected to the Unity cards for monitoring environmental conditions around the units
2. Liebert® PDX / Liebert® PCW: Each Liebert® PDX / Liebert® PCW in the Liebert® SmartRow™ DCR, shall be furnished with (1) Vertiv™ Liebert® IntelliSlot Unity Card (IS-UNITY-DP) to deliver real-time SNMP and Web-management communication capabilities.
3. Vertiv™ Liebert® UPS (Optional): Liebert® IntelliSlot UNITY Card family delivers SNMP, Telnet and Web-management capability for enhanced communications and control of Liebert® UPS.
4. Vertiv™ Liebert® Rack PDU (Optional): The Liebert® RPC2 (Rack PDU Card) is a network interface card that provides network connectivity to the Vertiv™ Liebert® MPX and Vertiv™ Liebert® MPH2 Rack PDU's to provide network monitoring and control capabilities. Available options include a handheld or remote mounted display to view monitoring data and Liebert® SN sensors that may be connected to monitor temperature, humidity, door contacts and digital inputs.

3.2.3 Vertiv™ Liebert® Environet Software to Monitor SMNP Devices

3.2.4 Blanking Panels

Tool-less blanking panels shall be available in 1U and 2U sizes and shall mount onto the EIA rails without tools to prevent airflow to unused portions of the server rack and enhance airflow through the rack equipment. The blanking panels shall be formed of black, injection molded plastic.

3.2.5 Mounting Hardware Packages

The mounting cage nuts package for rack mounting shall include spring-mounted cage nuts to fit with the EIA rail holes. Each package shall include 50 cage nuts (M5 threaded) and 50 matched screws.

3.3 Cable Management

All rack cable management options incremental to the factory installed Server and Network rack accessories. They shall be field-installed.

3.3.1 - 19" Cable Routing Panel with D-Rings

Cable Routing Panels with D-Rings shall be used for orderly management of fiber and copper cable through patch panels. These routing panels shall be constructed of 16-gauge steel, finished in black (RAL 7021).

3.3.2 - 19" Cable Trough

Cable troughs shall be used for securing cables in place in zero-U space or across the rack face in conjunction with Velcro straps; 16-gauge steel finished in black (RAL 7021).

3.3.3 Lobster Claw

A minimum of (4) claws per top plenum are included with each Vertiv™ Liebert® SmartRow™ DCR. They will be provided ship loose in quantities of 10. Lobster Claw cable management shall be heavy duty plastic rings, black, field-attached to the rack PDU Bracket/EIA rail and shall support a cable bundle approximately 2"(50.8mm) diameter. Lobster Claws shall be available in packs of 10 and 100. These shall be mounted by inserting them into rectangular cutouts in the rack PDU Bracket/EIA rail dimension and turning them clockwise 1/4 turn.

3.3.4 Velcro Straps

A minimum of (6) Velcro straps are included with each Liebert® SmartRow™ DCR. Velcro straps and heavy-duty plastic attachment points shall be available in packs of 10 and 100. The attachment points shall be mounted by inserting them into the rack PDU Bracket/EIA rail dimension and turning clockwise 1/4 turn. The Velcro straps shall fit through slots in the attachment points. Each Velcro strap shall support a cable bundle approximately 5"(130mm) diameter.

3.3.5 -18U Vertical Cable Fingers

This option is available in addition to the factory supplied fingers in the 800-widerack. The Cable Fingers option shall permit routing cables in the void between racks in a cluster configuration. The cables can be strung through the fingers of the Cable Fingers and into an adjacent rack (via the cable pass through side panels). A rack shall accommodate two sets of the Cable Fingers installed one above the other in a cabinet. Full height Vertical Cable Fingers shall be deployable in the front, rear or both front and rear.

4.0 EXECUTION

4.1 Vertiv™ Liebert® SmartRow™ DCR Fire Suppression System Inspection and Checkout

After the Liebert® SmartRow™ DCR installation has been completed, the entire system shall be checked out, inspected and functionally tested by properly trained and qualified personnel, in accordance with the manufacturer's recommended procedures and NFPA standards.

All containers and distribution piping shall be checked for proper mounting and installation. All electrical wiring shall be tested for proper connection, continuity and resistance to earth.

The complete system shall be functionally tested, in the presence of the owner or his representative, and all functions, including system and equipment interlocks, must be operational at least five (5) days prior to the final acceptance tests.

Each detector shall be tested in accordance with the manufacturer's recommended procedures, and test values recorded.

All system and equipment interlocks, such as door release devices, audible and visual devices, equipment shutdowns, local and remote alarms, etc., shall function as required and designed.

Each SHP PRO control panel circuit shall be tested for trouble by inducing a trouble condition into the system.

4.2 Training Requirements

Prior to final acceptance, the installing contractor shall provide operational training to each shift of the owner's personnel. Each training session shall include system SHP PRO Control Panel operation, manual and (optional) abort functions, trouble procedures, supervisory procedures, auxiliary functions and emergency procedures.

4.3 Installation of Liebert® SmartRow™ DCR, Vertiv™ Liebert® PDX / Vertiv™ Liebert® PCW Units

4.3.1 General

Install environmental control units in accordance with manufacturer's installation instructions. Install units plumb and level, firmly anchored in locations indicated and maintain manufacturer's recommended clearances.

4.3.2 Electrical Wiring

Install and connect electrical devices furnished by manufacturer but not specified to be factory-mounted. Furnish copy of manufacturer's electrical connection diagram submittal to electrical contractor.

4.3.3 Piping Connections

Install and connect devices furnished by manufacturer but not specified to be factory-mounted. Furnish copy of manufacturer's piping connection diagram submittal to piping contractor.

4.3.4 Supply and Drain Water Piping

Connect water supply and drains to air conditioning unit. Provide pitch and trap as manufacturer's instructions and local codes require.

4.3.5 Field Quality Control

Startup environmental control units in accordance with the manufacturer's startup instructions. Test controls and demonstrate compliance with requirements.

III. CHANGES IN SCOPE OF WORK/SERVICE

- A. Brunswick County Schools Board of Education may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the School District's Representative in writing of this belief. If the School District's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

IV. SPECIFICATIONS

- A. INSTALLATION
 - i. Where installation is required, the successful proposer shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of Brunswick County Schools, North Carolina). The proposer shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School District shall accept it.
 - ii. All miscellaneous installation materials shall be included in the Total Turnkey price. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location.
 - iii. Successful proposer shall protect the site from damage and shall repair damages or injury caused during the installation by the successful proposer or its employees or agents. If any alteration is required to the Building to achieve installation, the successful proposer shall promptly restore the structure or site to its original condition. Successful proposer shall perform installation work so as to cause the least inconvenience and interference with the School District and with proper consideration of others on site. Upon completion

of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

LITERATURE

Upon request, the Respondent shall furnish literature reasonably related to the Services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

B. INSPECTION AND ACCEPTANCE

The School District's Representative will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the projects proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

C. WARRANTY

- i. Respondent warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance.
- ii. Equipment provided must include the Manufacturer's warranty, the successful Respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the Manufacturer's normal period of time from date of acceptance by Brunswick County Schools. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful Respondent shall repair or replace same at no cost to the School District immediately upon written notice. All warranty paperwork shall be included with Deliverables prior to acceptance by the School District.

D. LIQUIDATED DAMAGES

In case of failure on the part of the successful respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of Brunswick County Schools or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which Brunswick County Schools will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Firm shall pay to OCS, as liquidated damages, the amount expended by the District to provide the goods or services, in no way shall costs for liquidated damages be construed as a penalty on the Respondent.

V. EVALUATION CRITERIA

- A. Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee. Proposals will be evaluated based on the criteria listed below.
- B. If the committee feels that a formal interview process is necessary to obtain the information needed to complete the ranking, formal interviews of the top firms will be conducted. After such time, the firms will be ranked on a scale of 1 to x, 1 being most qualified. Rankings will then be compared until the most qualified firm is selected.

VI. FORMAT. The response, at a minimum, shall include the following information labeled as indicated:

A. Respondent's Profile and Submittal Letter – (10 points max)

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business. A brief profile of the firm, including:

1. Business History (Limited to one page)
2. Organizational Chart
3. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-North Carolina businesses submit documentation from the state in which the business was formed and documentation from the State of North Carolina providing authorization to perform business in the state of North Carolina.
4. Federal Identification Number of firm.
5. Ownership interests
6. Current Client List
7. Active business venues (counties, states, etc.)
8. Present status and projected direction of business

B. Project Management, Approach, Methodology and Timelines (25 points max)

Describe the approach and methods for managing the operation as well as the completion of this project. Describe the Firm's understanding of the District's needs and the objectives to be accomplished. Refer to the Scope of Services of this Request for Proposal. Describe the Scope of Services proposed for the project, including the firm's overall approach to address the tasks assigned. Suggested deviations from the tasks or schedule may be proposed but shall be clearly identified as such and explained. The work plan shall include a sample Project Schedule, with a projected timetable for completion of services.

C. Experience of Key Personnel – (15 points max)

Provide a list of staff who will be assigned to the District's account. Include a resume for each listed individual, with a description of their qualifications and nature of their previous assignments.

D. References – (10 points max)

Provide a minimum of five (5) recent and relevant reference letters from Respondent's clients where the proposed solution has been implemented. The degree of relevant experience exhibited in the letters from the clients as it relates to North Carolina School Districts and/or political subdivisions will be a primary factor.

E. Fee Structure (25 points max)

1. Include a proposed fixed fee for services based on the submitted sample work plan and proposal.
2. Provide estimates of other costs or charges, exclusive of fixed fee. If no additional costs are specifically detailed, the District will consider the basic fees as the only proposed and contractual fee schedule.

F. Other Services – (15 points max)

Services relevant to this contract that are in addition to the duties as outlined in the Scope of Services can be submitted in this section. Include any/all exceptions taken to the content of the Solicitation.

G. FORMS – (Non-Scored)

Respondent shall complete and execute the forms located in this RFP, as well as copies of all insurance and occupational licenses and shall include them in this section.

H. TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE - Financial Statement – (Non-Scored)

All respondents shall supply a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

References

Vendors shall provide at least five references, for similar size and scope projects, for which comparable services and supplies have been provided.

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

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Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	
Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this [REDACTED] day of [REDACTED] 2022 by and between the Brunswick County Board of Education (herein referred to as the Owner), whose mailing address is 35 Referendum Dr., Bolivia, NC 28422 and [REDACTED] (herein referred to as the Contractor), whose mailing address is [REDACTED], North Carolina [REDACTED]. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with [REDACTED]: and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

1. Scope of Services. The Contractor shall perform the Work in accordance with the terms of this Agreement, any plans and specifications prepared for this Project, and the description of services attached to this Agreement as Exhibit A, all of which are incorporated into and made a part of this Agreement. The Contractor agrees that any general terms and conditions that are attached to Exhibit A that are inconsistent with this Agreement shall not be applicable to this Agreement, and any such provisions shall be deemed null and void.
 - a. The Contractor shall provide and pay for all materials, tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement.
 - b. The Contractor shall perform the Work in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
 - c. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Agreement documents.
 - d. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - e. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may

select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

- f. The Contractor shall designate a foreman/superintendent who shall direct the work.
 - g. If at any time during the construction and completion of the work covered by this Agreement, the conduct of any workman be adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such parties removed immediately from the Owner's property.
 - h. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner.
 - i. Temporary electricity and water shall be arranged by the Contractor at the Contractor's expense.
2. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor the amount of _____ dollars (\$) (herein referred to as the Contract Sum). No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment, if any, may be made by the Owner to the Contractor only after certification that the Work is complete and will be based upon the completion of the identified interim work agreed to by the Owner. Under no circumstances will the Owner make more than one interim payment. The Owner will retain five percent (5%) of the amount of any progress payment and/or the Contract Sum until all of the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. Final payment will be withheld until the Contractor's North Carolina sales and use tax report is received. The report shall accurately list any and all sales and use tax paid on materials for the entire Project.
 3. Time. The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed, the date of this Agreement, or such other date as may be established by the Owner. Time is of the essence. The Contractor shall perform work in a timely manner.
 4. Codes, Permits and Inspections.
 - a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the architect or engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
 - b. All work under this Agreement shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.

5. Safety Requirements.
- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner, architect or engineer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
 - b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 Construction and Part 1910 General Industry).
 - c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

6. Warranties. The Contractor guarantees and warrants to the Owner all Work as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all Work will be of good quality in accordance with the industry standards for reputable contractors; that the Work will be free of omissions and faulty, poor quality, imperfect and defective material or workmanship; that the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the Work will not contain asbestos; and that all agents or employees of Contractor who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided; and that the person(s) executing this Agreement on behalf of Contractor have authority to do so as an official, binding act of Contractor.

If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of Substantial Completion, the one year warranty shall begin on the date of Final Completion of the Work.

7. Contractor-Subcontractor Relationships. The Contractor agrees that the terms of these Agreement documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an agent of the Contractor.
8. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors, or caused

solely by the maintenance, presence, use, location or removal of any equipment or other property owned or operated by the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2. The Owner shall not be responsible for any damage to the Contractor’s property, business, agents or employees, unless said damage is due solely to the negligence of Owner.

9. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers compensation liability insurance in which the policy shall protect the Owner and the Contractor from claims in an amount not less than the statutory amount.

The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated A or better by Best Insurance Guide.

10. Termination for Convenience. The Board may terminate this Agreement at any time in its complete discretion upon twenty (20) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Board and become its property. If the Agreement is terminated by the Board in accordance with this section, the Board shall only be responsible for paying Contractor for all Work performed and accepted and all materials delivered to the site as of the date of termination.
11. Termination by the Owner for Cause. The Owner may terminate the Agreement upon five (5) days written notice if the Board is dissatisfied with the quality or timeliness of the Work performed. If the Owner becomes dissatisfied with the Work, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor five days’ written notice, terminate employment of the Contractor and may:
1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of any subcontracts; and
 3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If the Owner terminates the whole or any part of the Work, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Agreement to the extent not terminated hereunder.

When the Owner terminates the Agreement, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work,

including compensation for the Architect's and legal services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and this obligation for payment shall survive this Agreement.

12. Lunsford Act/Criminal Background Checks. The Contractor shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its owners, employees, agents, or subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. 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 Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [http:// www.nsopw.gov/](http://www.nsopw.gov/). The Contractor shall provide certification 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 (Registry Check Certification Form – Exhibit B). The Contractor 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, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor 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. Contractor 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. Contractor 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 Owner may conduct additional criminal records checks at the Owner's expense. If the school system exercises this right to conduct additional criminal records checks, Contractor 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. Contractor 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. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner 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.
13. Governing Law. This Agreement and the relationship of the parties shall be governed by the laws of the state of North Carolina.
14. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be

binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

15. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
16. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor 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 Agreement. Contractor 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 Agreement. Contractor 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.
17. Restricted Companies List. Contractor represents that as of the date of this Agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Agreement, Contractor 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.
18. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.
19. Applicable School Board of Education Policies. Contractor acknowledges that the Brunswick County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Contractor acknowledges that Board’s policies are available on the School System’s website.

20. Exhibits.

Exhibit A: Scope of Services

Exhibit B: Sexual Registry Check Certification Form

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and the Contractor has caused these presents to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

BRUNSWICK COUNTY BOARD OF EDUCATION

By: _____ (Seal)
_____, Chairperson

Attest: _____ (Seal)
_____, Superintendent

[INSERT CORPORATE NAME OF CONTRACTOR]

By: _____ (Seal)
[INSERT NAME OF CORPORATE PRESIDENT OR VICE PRESIDENT]

Attest: _____ (Seal)
[INSERT NAME OF CORPORATE SECRETARY]

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

(Date)

(Signature of finance officer)

BUDGET CODE: _____

Exhibit B

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names	Job Title
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name) _____ (signature)
_____ (title) _____ (date)