

# STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

RFP #17-12

**PROJECT:** FIRE ALARM UPGRADE / ERWIN HIGH SCHOOL

**PROJECT DESIGNER:** Scott Emory, Electrical Supervisor

**USING AGENCY:** Buncombe County Schools

**ISSUE DATE:** May 30, 2012

Sealed proposals subject to the conditions made a part hereof will be received until **4:00 p.m., Wednesday, June 20, 2012** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

**Pre-Bid Conference:** A mandatory pre-bid conference will be held in the Cafeteria at Erwin High School, 60 Lees Creek Rd., Asheville, NC 28806; on Thursday June 7, 2012 at 9:00AM.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

**Buncombe County Schools, Purchasing Division**

Attention: Ron Venturella

175 Bingham Road

Asheville, NC 28806

NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct inquiries concerning this RFP to:

Scott Emory, Electrical Supervisor Phone: 828-225-1110

Ron Venturella, Purchasing Officer Phone: 828-255-5891

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. A preproposal conference and/or deadline for written questions is five days prior to due date.
3. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the proposals from each responding firm will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position. Informal proposals (less than \$ 300,000) are confidential until such time that award has been made. Thereafter, the purchasing division will furnish bid tabs upon request.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State/Buncombe County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

(NOTE: THIS PAGE MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL)  
PROPOSAL FORM  
FIRE ALARM UPGRADE / ERWIN HIGH SCHOOL  
RFP#17-12 DUE DATE: 06-20-12

By submitting this proposal, the potential contractor certifies the following:

- \*\* This proposal is signed by an authorized representative of the firm.
- \*\* It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- \*\* The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- \*\* All labor costs, direct and indirect, have been determined and included in the proposed cost.
- \*\* All taxes have been determined and included in the proposed cost.
- \*\* The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- \*\* The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

**BASE BID:**  
\$ \_\_\_\_\_ dollars and \_\_\_\_/100 (\$ \_\_\_\_\_).

**Alternate #1:**  
\$ \_\_\_\_\_ dollars and \_\_\_\_/100 (\$ \_\_\_\_\_).

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FED ID No: \_\_\_\_\_ Type & License #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ MBE Status: \_\_\_\_\_

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.): \_\_\_\_\_

BY: (Signature) \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ (Typed or printed name) \_\_\_\_\_

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall 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. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **CERTIFICATION:** By executing the proposal, the signer certifies 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 has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The State/Buncombe County Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
  - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
  - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Buncombe County Schools will not reimburse any offeror for any costs incurred.
  7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days. Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
  8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
  9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Buncombe County Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
  10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State/Buncombe County Schools when received.
  11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
  12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
  13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

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

The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Prime Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin or handicap.

15. **PROTEST PROCEDURES:** If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Officer, Buncombe County Schools, 175 Bingham Road, or PO Box 16771, Asheville, NC 28806. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **NOTE:** Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division or the project designer with contact information as shown on the first page of this solicitation. Offeror's may call to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
16. **TABULATIONS:** Offeror's may call the purchasing division to obtain a verbal status of contract award.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: <http://www.state.nc.us/pandc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

## **NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator/Project Designer. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible

for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by *15 days* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
  - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
  - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$100,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Buncombe County Board of Education. Owner's Protective insurance must list the Buncombe County Board of Education as a "Named Insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **GENERAL INDEMNITY:** The contractor shall hold and save the State/Buncombe County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State/Buncombe County Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.



The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the “sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14).”

Sales and Use Tax Technical Bulletin Section 18-2F specifies: “To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased :
- c. the project for which the property was used:
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.



Please read entire specification package. You will be held accountable for all information. NO payment shall be made if specifications are not followed.

**Scope:** Work shall consist of furnishing all labor, materials, equipment and services, incidental and implied, for the completion of upgrading the fire alarm system at Erwin High school. All items not specifically mentioned in the specifications, but which obviously are required to make the working installation complete, shall be included automatically. All devices required by code or fire marshal shall be included and shall be the responsibility of the contractor. The existing Notifier fire alarm shall remain in full operation until new installation is complete. All existing wiring shall be removed and discarded.

**Qualifications:** All bidders must furnish a copy of current North Carolina Contractors License.

**Safety Regulations:** 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, published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register) which are hereby incorporated in these specifications. All safety regulations including lockout/tag out shall be followed without exception on each job site. The contractors and each employee shall register at the main office at each school and follow visitor pass regulations daily, as required by school.

**Codes:** All work shall be done in accordance with drawings and specifications and shall comply with North Carolina Building Code, National Electrical Code, ADA Fire Safety Code, National Electrical Code, Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes and regulations, the drawings and specifications shall hold. All equipment shall have UL labels attached.

**Permits:** The Contractor must secure all permits required for the job completion, obtain and deliver to Owner, all certification of inspection issued by the authorities having jurisdiction, with Contractor paying cost of same.

**Scheduling:** The Contractor must submit a precise time schedule as to when specific work will occur in specific areas within the building. This will be used to coordinate the work with the Principal and occupants of the building. The Principal or Electrical Supervisor may alter the schedule at anytime to maintain the educational process within the facility. Work must be scheduled during normal working hours of custodians and the Buncombe County Board of Education shall not incur any additional cost due to scheduling.

**Workers on Job:** All employees of the Contractor shall, while on Buncombe County Board of Education property, act in a professional and courteous manner. All workers shall be expected to wear long pants and shirts while on Board property. Also, all employees of the Contractor must "sign in" in the Main Office upon entering the facility and must "sign out" upon leaving the property. Any employee of the Contractor may be told to leave the property by either the Principal or the Electrical Supervisor if they do not follow the above procedure. The employee shall be replaced with another with no additional cost to the Buncombe County Board of Education.

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours. It is the responsibility of the contractor or vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

**Equipment and Tools:** The Contractor shall use no equipment or tools, which are owned by the Buncombe County Board of Education. Questions, which are technical in nature, shall be directed to the Electrical Supervisor.

**Materials:** Buncombe County Board of Education is not responsible for any materials, equipment or tools lost or stolen from the site. Any materials needed to complete the tasks shall be included in the bid. Any materials used shall be accepted by the manufacturer of the equipment.

**Clean Up:** The area of work shall be cleaned daily so that the Buncombe County Board of Education shall not incur any additional costs to make the area suitable for the educational process. Trash receptacles or dumpsters owned by the Buncombe County Board of Education shall not be utilized by the contractor. All trash and removed materials shall be properly disposed of off the property.

**Add-Ons:** All bidders shall include in his/her contract bid, a time and materials bid for work which might be performed outside the scope of this contract. It shall include: 1) an hourly rate for work performed; 2) a set percentage mark-up of materials purchased; and 3) a set percentage mark-up of equipment which might be rented.

**Performance of Work:** All work shall be performed at the highest level of quality. Drawings signed and approved by the authority having jurisdiction shall be supplied to the owner before any equipment is to be installed.

The contractor shall furnish all new wiring and installation to an existing fire alarm system. Any extra expense to keep the building open for the contractor to work shall be paid for by the contractor. All wiring to outside buildings or horns shall have surge protection devices installed upon entering the building to protect the fire alarm system. Surge protection shall be provided to all power wiring for the system. All power for fire alarm shall be on a dedicated circuit.

Before any work is performed all permits required shall be furnished to Electrical Supervisor. A copy of proposed schedule shall also be furnished. The Owner assumes no responsibility for any existing wiring. Any equipment or materials needed that is not listed in this specification but is required to make the fire alarm system 100% complete and operational must be included in this bid. The bid shall be for a complete job with all taxes, materials, permits and labor included. Any damages to building or equipment while performing work shall be repaired at no additional expense to Buncombe County Board of Education.

**A. SCOPE**

This specification provides the requirements for the installation of all new wiring to an existing system. **All of the existing wiring shall be removed and discarded.** The system shall include, but

not limited to, control panel(s), conduit, wire, and accessories required to furnish a complete operation system. The existing Notifier fire panel for the building shall remain. Any new devices required by codes or local authority having jurisdiction shall be included in bid and match the existing system.

**All mechanical rooms to have a typed schedule posted on each door as to the location of all devices located inside the room.**

**B. PROVISIONS**

The equipment and installation shall comply with the current provisions of the following standard:

National Fire Protection Association Standards:

- NFPA 72 National Fire Alarm Code
- NFPA 70 National Electrical Codes, Article 760
- NFPA 101 Life Safety Code

Local and State Building Codes

Local Authorities Having Jurisdiction

Underwriters Laboratories:

- UL 864/UOJZ, APOU Control Units for Fire Protection Signaling Systems
- UL 1076 Proprietary Burglary/Grade AA
- UL 1971 Standard for Signaling Devices for the Hearing Impaired
- UL 1638 Visual Signal Appliances
- ULC S526 Visual Signal Appliances for Fire Alarm Systems

**C. SEQUENCE OF OPERATION**

The operation of a manual station or activation of any area smoke detector, duct detector, thermal detector or automatic initiating device shall automatically:

1. Sound all alarm horns throughout the buildings.
2. Flash all lights/strobes throughout the buildings.
3. Automatically shut down all HVAC systems serving the area of alarm initiation in accordance with smoke control sequence.
4. Visually indicate via the control panel LCD the zone in alarm.
5. When the control panel goes into alarm condition the (Green) NORMAL LED shall extinguish and the (Red) ALARM LED shall light, the BUZZER shall pulsate, the 80 character LCD shall indicate the TYPE of ALARM, the ALARM ZONE NUMBER, and description of area in alarm. The operator shall acknowledge the alarm by pressing the NEXT/ACK button, and the buzzer, and the buzzer shall silence providing there isn't an additional alarm pending. If there are additional alarms waiting the operator shall acknowledge all pending alarms before the buzzer will silence audible devices the operator shall press the ALARM SILENCE button, a new alarm shall cause the audible to resound. To reset the system the operator shall press the RESET button at the panel or remote annunciate.
6. Operate outputs to release all magnetically held smoke doors.
7. Visually indicate device number and location on the main office fire panel.
8. All operations, such as acknowledge and reset, shall be performed from main panel.

**D. TROUBLE CONDITION**

The activation of a trouble condition such as an open wiring, non polling module, loss of power or any other trouble activation shall automatically:

1. Display on the control panel LCD the zone from which the off normal (active point) condition was initiated. During the TROUBLE condition the amber TROUBLE LED shall light, the NORMAL LED shall go out and the BUZZER shall pulsate. The operator shall silence the buzzer by acknowledging all messages and pressing the TROUBLE SILENCE button.

#### **E. SYSTEM POWER SUPPLIES**

The Power Supply/Charger for each building shall provide the means of automatically supplying 24 Vdc operating and emergency power to the system. The power supply shall be minimum of 80% efficient, switch mode solid-state design, with built in maximum transient protection (up to 6KV) including UL recognized EMI filter, spark gaps, transzorb, and varistors. The power supply shall provide recognized EMI filter, spark gaps, transzorb and varistors. The power supply shall provide 150% output of usable, fully regulated, power-limited 24 Vdc to operate listed signaling devices and door holders.

The power supply shall provide diagnostic LED's to notify the operator upon AC power and/or the control unit CPU failure. The power supply shall provide brown out, low battery detection, system ground fault detection and shall be capable of charging from 5 AH to 60 AH batteries of either gel electrol no maintenance type or nickel cadium. Upon AC power failure the power supply shall automatically transfer the system to battery backup and power the system for 24 hours standby and 5 minutes alarm until AC power is restored.

All power supplies shall be located in fire alarm panels, and monitored from main office panel.

#### **F. CEILING SMOKE DETECTORS (If any additional shall be required by code)**

**All existing shall be used if in good working order and contractor will warranty Them for (1) year.**

1. The sensor sensitivity shall be adjustable per device (within UL limits). Detector shall be listed under UL 268.
2. Detector shall have an LED to lock steady when alarm activated.
3. All mechanical and electrical rooms shall have a smoke and heat detector added.
4. Each detector shall be wired to indicate trouble with zone number indicated at panel when removed from base.
5. Add smoke detectors as necessary for storage areas.
6. Smoke detectors over 12' from floor shall require a remote indicator with a key reset.
7. Smoke detectors shall be installed within 5' of all panels, dialers, or phone equipment.
8. Smoke detectors shall be wired for elevator recall at elevator.

#### **G. MANUAL STATION (If any additional shall be required by code)**

**All existing shall be used if in good working order and contractor will warranty Them for (1) year.**

1. Furnish and install where indicated on plans, with series single action manual stations with screw terminals for connection of installation wiring. All stations shall be of the non-coded break glass type.
2. The stations shall be constructed of red lexan with white raised letters. The alarm handle shall be marked "PULL FOR FIRE", to provide simple, concise instructions for activation of the station for the general public.
3. Pulling the alarm handle shall activate a toggle switch, which shall cause the handle to latch in the alarm position. Momentary push button type switches shall not be acceptable.
4. To reset the station it shall be necessary to open the station using a key, restore the toggle switch to its normal position.

5. Each pull station, including all halls, gyms, locker rooms, and classrooms, shall have a Model #STI1230 protective cover installed.

**H. DUCT DETECTOR HOUSING (If any additional shall be required by code)**

**All existing shall be used if in good working order and contractor will warranty**

**Them for (1) year.**

1. The Duct Detector Housing shall be high impact plastic with clear cover. The housing shall accommodate a Photoelectric Smoke Sensor as indicated on plans.
2. Each duct smoke sensor shall be capable of a unique alarm verification time as well as a sensitivity value. If a slow increase in sensitivity is sensed, maintenance alert is generated by the FACP.
3. The LED's shall be visible through the front cover.
4. Remote alarm indicated LED shall be mounted in halls.
5. Provide housings with proper sampling tubes as needed for penetration through width of duct.
6. Duct mounted smoke detectors shall be located as specified in NFPA 72 (National Fire Alarm Code) to insure proper operation.
7. Each duct detector shall be a separate indication at panel.
8. Control wiring of automatic shut down of HVAC system shall be included in bid.
9. Duct detectors shall be installed for each air handler in supply and return ducts.
10. Fire alarm shall shut down air handlers in library and dining room.

**I. HORNS (If any additional shall be required by code)**

**All existing shall be used if in good working order and contractor will warranty**

**Them for (1) year.**

1. The horns shall be solid-state construction and shall produce a broadband horn sound output of 96 dBA (103 dBA) at 10 feet in an anechoic chamber. Horn current shall be 23 mA at 24 Vdc.
2. Construction shall be a high-impact thermoplastic, red in color and shall mount in a standard 4-inch backbox.
3. Provide capabilities for mounting an ADA/UL 1971 strobe (15cd) for signaling in unison or separately with horn.
4. Horn trim plates may be required to cover wall openings.
5. All horns shall be replaced.

**J. STROBES (If any additional shall be required by code)**

**All existing shall be used if in good working order and contractor will warranty**

**Them for (1) year.**

1. The strobes shall have controlled light dispersion. Strobes shall be intended for wall mounting. The lens marking kit shall allow the easy change of lens markings including other languages.
2. No point in corridors or hallways in which visual signals are required shall be more than 40' from the signal.
3. Strobes shall mount to a 4" standard electrical box for flush mounting or surface mount in wire mold box or horn surface box. Strobes shall be mounted in each horn location.
4. The strobes in gym building, including all halls, gyms, locker rooms, and classrooms, shall have protective covers #STI 1210E Installed.
5. Add strobes with protective covers #STI 1210E, to restrooms.
6. Add strobes to classrooms.

**K. Magnetic wall door holders and ceiling smoke detectors shall be added where needed by code.**

L. Remote Indicator panels shall be mounted at the main front entrance, with all acknowledge, readouts, functions and reset capabilities as main panel, with a continuous display. Each remote panel shall have a clear protective cover with lock being the same as the main fire alarm panel key. No alarm activation button or switch shall be installed on remote unit.

M. A laptop computer (Dell Latitude E6500, Intel Core 2 Duo T9400) workstation shall be provided. The computer shall have all required software and cables to accomplish full accessibility to the fire alarm system, including all programming features, adding/deleting, full modification and reconfiguration of the system. All field-defined programs shall be stored in non-volatile memory. A full set (copy) of all software programs needed to resurrect the system from a total system failure shall be provided to the owner at closeout. Contractor shall also provide a back pack bag for transporting the computer.

## N. INSTALLATION

1. The entire system shall be installed in a workmanlike manner in accordance with approved manufacturer's manuals and wiring diagrams. The contractor shall furnish all conduit, wiring outlet boxes, junction boxes, cabinets, and similar devices necessary for the complete installation. All wiring shall be the type recommended by the NEC and installed in metal raceway  $\frac{3}{4}$ " minimum that is red in color, approved by local authorities having jurisdiction for the purpose.
2. No work shall interfere with scheduled classes.
3. All penetrations of floor slabs and firewalls shall be fire stopped in accordance with all local fire codes.
4. All wiring shall be color-coded throughout per NEC for use with fire systems.
5. Field Quality Control: The system shall be installed and fully tested under the supervision of trained manufacturer's representative. The system shall be demonstrated to perform all the functions as specified.
6. Installation of devices shall be completed by a company certified by the manufacturer.
7. Zoning of System Components
  - a. All initiating zones shall be on same floor.
  - b. Strobes shall be zoned as to meet UL POWER LIMITED requirements of no more than 3 amps of DC voltage per zone.
  - c. Door holders shall be zoned as to meet UL POWER LIMITED requirements of no more than 3 amps of DC voltage per zone.
  - d. Wiring of system shall be CLASS "B".
8. **There shall be no splices in the system other than at device terminal blocks, or on terminal blocks in cabinets. "Wire nuts" and crimp splices will NOT be permitted.**
9. Permanent wire markers shall be used to identify all connections at the FACP and other control equipment, at power supplies, and in terminal cabinets. In terminal cabinets, indicate

which conductor of each circuit leads to the FACP. All devices shall be labeled with accurate descriptions as to the location in the building.

10. Addressable loop (signaling line) circuits shall be wired with type FPL/FPLR/FPLP fire alarm cable, AWG 18 minimum, low capacitance, twisted shielded copper pair. Cable shield drain wires are to be connected at each device on the loop to maintain continuity, taped to insulate from ground, and terminated at the FACP. Acceptable cables include Atlas 228-18-1-1STP, Belden YQ28541, BSCC S1802s19 (same as EEC 7806LC), West Penn D975, D991 (AWG16), D995 (AWG14, or equal wire having capacitance of 30pf / ft. maximum between conductors. The cable jacket color shall be in red, with red (+) and black (-) conductor insulation.
11. Cut sheets of all product numbers and specifications of materials to be supplied shall accompany bid.
12. **The fire alarm system shall remain in operating condition during all scheduled classes and school activities.** Care shall be taken to avoid false alarms while working on system wiring. The contractor shall inspect all aspects of the system and assume full responsibility to install a complete working system. Any device added to fire system shall be tested and approved by the fire marshal.
13. A written certification of the entire fire alarm system shall be supplied to the owner from a licensed fire alarm company. All wall penetrations shall be sleeved and patched with concrete and fire stops. All labor and material for gutter taps, disconnects, EMT, copper connectors, and any other expenses shall be the contractor's responsibility. Any damages to building while performing work shall be repaired at no additional expenses to the Buncombe County Board of Education. Any changes necessary to perform this work must be presented in a written change order before work is performed. Any changes without an approved written change order shall be at the contractor's expense.
14. Any component that is installed that requires servicing shall be installed readily accessible.
15. All devices shall be labeled with permanent labels as to device number and zone the device is installed on.
16. Any existing or new conduit used for fire alarm shall be repaired with concrete, and fire stop applied to all wall penetrations on both sides.
17. All surface wiring shall be in Ivory 700 wire mold.

## **O. TESTS**

1. Report of any testing during installation shall be forwarded to electrical supervisor in writing.
2. Each individual system operation on a device-by-device basis shall be tested for its complete operation. Procedures for testing the entire fire alarm system shall be set forth with the consent of local authority having jurisdiction, the electrical supervisor and the manufacturer.
3. Testing shall be performed by the equipment supplier certified by the manufacturer.

4. Each device shall be fully tested and certified in writing per NFPA 72.

## **P. WARRANTY AND TRAINING**

1. The fire alarm system provided by the bidder shall have a 1-year parts and labor factory warranty. This warranty shall allow service on all aspects of the system by the authorized installer as well as the owner's maintenance department upon certification of technical training. The factory (not dealer) shall provide this technical training **CERTIFICATION** for a minimum of two of the owner's maintenance technicians. All fees, taxes and expenses shall be part of this bid.
2. All operational manuals, troubleshooting manuals, wiring diagrams, schematics and software needed to maintain, repair, and **expand** the fire alarm system shall be provided.
3. Registered software that allows full access to programming functions will be provided and installed on owner's workstation by contractor. Training for use of this software for two of owner's maintenance technicians shall also be provided.
4. The fire alarm system shall be provided with all appropriate connections, cables, wiring and software required to allow remote diagnostics and **monitoring** by the owner's maintenance department. Monitoring shall be accomplished via Buncombe County School's wide area network/local area network system. BCS will provide IP address and location of LAN connection only. All wiring and any associated items needed to accomplish this is the responsibility of the contractor. Third party interface, serial routers, black boxes etc., between the fire panel and the LAN **shall not** be acceptable. LAN connection shall be an integral part of the main fire panel assembly. BCS will identify a dedicated desktop, located at BCS maintenance, for fire alarm monitoring. Contractor is responsible for installing all connections and software required to accomplish this function on the owners computer
5. The **factory** training shall be for this project only. Any prior training will not be acceptable.

## **Q. SHOP DRAWINGS**

Provide factory-produced drawings illustrating all components, raceways, junction boxes, booster panels, duct detectors and panels. Provide updated record set of 1/8" shop drawings illustrating any changes made during construction. These drawings shall also reflect the final room names and numbers. At closeout of project, provide a list of all initiating devices and their respective fire alarm addresses and locations. These items shall be included in the final O & M manuals.

**Time Period:** All work must be completed by August 25, 2012.

**Payment:** Documented proof of percentage of work completed, materials on site, up to a maximum payment of 50% of total bid. Final payment shall be requested with documented proof of factory training, off-site monitoring, certification, as-built drawings, and all specifications met. After these are received the owner shall verify completeness and process payment.

The Buncombe County Board of Education reserves the right to reject any or all bids for any or no reason, and to waive formalities.

**Base Bid:** Install a complete new raceway system and all new conductors for the complete Notifier fire alarm system. Contractor shall provide a drawing that shows the locations of all devices.



**Alternate 1:** An EIA-232 interface between the Fire Alarm Control Panel and UL Listed Electronic Data Processing (EDP) peripherals shall be provided. The interface shall allow communications with printers, CRT monitors and PC computers. Off-site monitoring via Buncombe County School's communication network system shall be provided along with dedicated server (Specifications provided). Contractor is responsible for CAT5E wiring installed to internet main hub. The connection at hub will be by owner. This ancillary capability shall allow remote readout of all status information, including analog values, and shall not interfere with or degrade FACP operations when used. The system shall be programmable, configurable, and expandable in the field without the need for special tools or electronic equipment and not require field replacement of electronic integrated circuits. All programming may be accomplished through the standard FACP keypad, but shall also have the capabilities to download an entire pre-programmed operations sequence from a portable laptop or notebook computer for ease of on-line startup. All software/cables needed to accomplish this shall be provided. All field-defined programs shall be stored in non-volatile memory. Main fire alarm panel shall be connected directly to BCS LAN for remote monitoring. Third party interface between fire panel and LAN shall not be acceptable. LAN connection shall be an integral part of the fire alarm panel

**Mail Bids To:** Ron Venturella, Purchasing Officer  
Buncombe County Schools  
PO Box 16771  
Asheville, NC 28816-0771

ALL WORK SHALL BE INSTALLED AS SET FORTH IN THE ABOVE SPECIFICATIONS AND THE LATEST EDITIONS OF ALL CODES THAT ARE APPLICABLE.

**The Buncombe County Board of Education reserves the right to reject any or all bids for any or no reason, and to waive informalities.**

**DELL****QUOTATION****QUOTE #: 620854210****Customer #: 100271****Contract #: 77ACZ****Customer Agreement #: 204-A****Quote Date: 5/11/12****Date: 5/11/12 7:53:55 AM****Customer Name: BUNCOMBE COUNTY BOARD OF ED**

<b>TOTAL QUOTE AMOUNT:</b>			
<b>Product Subtotal:</b>			
<b>Tax:</b>			
<b>Shipping &amp; Handling:</b>			
<b>Shipping Method:</b>	<b>Ground</b>	<b>Total Number of System Groups:</b>	<b>1</b>

GROUP: 1	QUANTITY: 1	
<b>Base Unit:</b>		PE R710 with Chassis for Up to 8, 2.5-Inch Hard Drives (224-8461)
<b>Processor:</b>		PowerEdge R710 Shipping (330-4124)
<b>Memory:</b>		24GB Memory (6x4GB), 1333MHz Dual Ranked LV RDIMMs for 2 Procs, Optimized (317-7334)
<b>Monitor:</b>		Embedded Broadcom, GB Ethernet NICS with TOE and iSCSI Offload Enabled (430-2970)
<b>Monitor:</b>		Embedded Broadcom, GB Ethernet NICS with TOE (430-1764)
<b>Video Card:</b>		Intel Xeon E5645 2.40GHz, 12M Cache, 5.86 GT/s QPI, 6C (317-6154)
<b>Video Memory:</b>		Intel Xeon E5645 2.40GHz, 12M Cache, 5.86 GT/s QPI, 6C (317-6163)
<b>Video Memory:</b>		PowerEdge R710 Heat Sinks for 2 Processors (317-1213)
<b>Hard Drive:</b>		HD Multi-Select (341-4158)
<b>Hard Drive Controller:</b>		PERC H700 Integrated RAID Controller, 512MB NV Cache, x8 (342-1146)
<b>Floppy Disk Drive:</b>		Power Saving BIOS Setting (330-3491)
<b>Operating System:</b>		No Operating System (420-6320)
<b>NIC:</b>		Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 (430-3260)
<b>Modem:</b>		iDRAC6 Enterprise (467-8648)
<b>CD-ROM or DVD-ROM Drive:</b>		DVD ROM, SATA, INTERNAL (313-9092)
<b>Sound Card:</b>		Bezel (313-7517)
<b>Speakers:</b>		Riser with 2 PCIe x8 + 2 PCIe x4 Slot (320-7886)
<b>Documentation Diskette:</b>		Electronic System Documentation and OpenManage DVD Kit (330-3485)
<b>Feature</b>		RAID 5 for H700 or PERC 6/i Controllers (341-8700)
<b>Feature</b>		No Rack Rails or Cable Management Arm (330-3479)
<b>Service:</b>		Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 4 Year Extended (988-4864)
<b>Service:</b>		Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year (993-2100)
<b>Service:</b>		Dell Hardware Limited Warranty Extended Year (993-8458)
<b>Service:</b>		Dell Hardware Limited Warranty Plus On Site Service Initial Year (993-8447)
<b>Service:</b>		DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEED (993-8459)
<b>Service:</b>		Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system (994-4019)
<b>Installation:</b>		On-Site Installation Declined (900-9997)
<b>Support:</b>		Proactive Maintenance Service Declined (926-2979)
<b>Service Two:</b>		1 Yr 1 Case Remote Advisory Service (996-3179)

Misc:	Energy Smart Power Supply Redundant, 570W (330-3474)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)
	300GB 10K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive (342-0429) - Quantity 8

SALES REP:	Mark Nomura	PHONE:	1-800-576-6038
Email Address:	mark_nomura@dell.com	Phone Ext:	5139134

Please review this quote carefully. If complete and accurate, you may place your order online at [www.dell.com/qto](http://www.dell.com/qto) (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to [www.dell.com/terms](http://www.dell.com/terms) as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at [www.dell.com/partner](http://www.dell.com/partner). If your order includes services, visit [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts) for service descriptions and terms.

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