



## Request for Proposal (RFP)

# Emergency Responder Radio Coverage Systems (ERRCS) for Asheville City & Buncombe County Public Schools

**Due Date:** June 14, 2019  
**Time:** 2:00 pm EDT  
**Receipt Location:** Buncombe County Government  
Information Technology Department  
59 Woodfin Place  
Asheville, NC 28801

**Pre-Proposal Meeting:** See for section 2.2 details

### RFP Contact Person

**Name:** Vance Bell  
**Title:** Operational Services Manager  
**Email:** Vance.Bell@buncombecounty.org  
**Telephone:** 828-250-6854

## 2 SUBMITTAL DEADLINE

### 2.1 Proposal Submission Deadline

Submittals shall be sealed and labeled on the outside “Buncombe County RFP - Emergency Responder Radio Coverage Systems (ERRCS) for Asheville City & Buncombe County Public Schools”. Submittals are to be received by the Buncombe County IT Department by **2:00 pm EDT, June 14, 2019.**

#### **Mail or hand-deliver submission packets to:**

Buncombe County Government  
Information Technology Department  
59 Woodfin Place  
Asheville, NC 28801  
Attention: Vance Bell, Operational Services Manager

The proposal must be submitted electronically on non-returnable CD or flash drive, and in printed form. One (1) original (mark “ORIGINAL COPY”) plus five (5) hard copies of the proposal must be submitted. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. It is the responsibility of the applicants to ensure their proposal is received prior to the proposal deadline. Late proposals will be considered non-responsive.

There is no expressed or implied obligation for Buncombe County to reimburse firms for any expenses incurred in preparing proposals in response to this request.

Buncombe County reserves the right to reject any or all proposals or to select the proposal, which in its opinion, is in the best interest of the County.

## 2.2 Pre-Proposal Meeting

A **mandatory** pre-proposal meeting and walk-thru tour shall be held at the date and time listed below. Attendance at the pre-proposal meeting is mandatory, attendance is required for proposals to be considered responsive. **Vendors who fail to arrive within 15 minutes of the scheduled starting time shall be considered non-responsive and ineligible for award.** Given the quantity of schools that are in scope for this project we are allowing 5 business days to visit and tour them all. The pre-proposal meeting will serve as the kick-off for this process. Immediately following the pre-proposal meeting the site visit process will commence and continue for the next 5 business days or until all schools have been visited. **It is mandatory that vendors be onsite for the entirety of this process as site visits are essential for proper planning for bidding and deployment.**

**Date:** May 20, 2019  
**Time:** 9:00 am EDT  
**Location:** Buncombe County Government  
Information Technology Department  
59 Woodfin Place  
Asheville, NC 28801

## 2.3 Proposal Questions

Proposal questions shall be due on May 31 at 5 pm EDT. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the RFP. The County may respond with an addendum within five (5) calendar days.

## 2.4 Proposal Drawings

Asheville City Schools and Buncombe County Schools will provide, or make available upon request, facility and campus drawings, diagrams and equipment to assist the vendor in designing the layout and routing of the proposed ERRCS. The vendor's design drawings will be prepared and submitted for permitting through the Authority Having Jurisdiction (AHJ) and for required review by NC Department of Public Instruction (NCDPI). A set of as-built drawings will be maintained and updated at the completion of the project and returned to the schools as record drawings in PDF-A and AutoCAD formats. Equipment specifications will be included in the record drawings.

### 3 PURPOSE

Buncombe County (hereafter the “County”) through its Department of Information Technology (BCIT) and Department of Finance, is seeking proposals for the acquisition and installation of Emergency Responder Radio Coverage Systems (ERRCS) to be installed at up to forty (40) Buncombe County Public Schools and up to eight (8) Asheville City Public Schools to increase signal strength for the following in each school (where applicable):

- Buncombe County Public Safety 700 MHz radio system
- Asheville City Public Safety 800 MHz radio system
- NC Department of Public Safety 800 MHz radio system (VIPER)

2018 brought changes to the NC Fire Code, including changes to section 510 which governs emergency responder radio coverage and minimum coverage levels. Although existing buildings are exempt from the minimum coverage levels mandate in the 2018 version of section 510 of the NC Fire Code, County and City officials agreed that emergency responder radio coverage should be reviewed within the schools and that the schools should adhere to the new NC Fire Code retroactively. Extensive testing was completed in each school within the County and City. Based on the results of those tests the need has been determined to install an ERRCS in nearly all the schools that were tested to ensure communications are maintained in the deficient areas for all first responders entering these buildings.

Depending on the location of the school, first responders could potentially be reliant on any or all of the public safety radio systems listed above. Therefore, any ERRCS installation should have the capability of insuring communications across multiple public safety radio systems where appropriate and as defined by BCIT.

The purpose of this Request for Proposal is to solicit proposals from various qualified bidders, conduct a fair and extensive evaluation based on criteria listed herein, and select the bidder that provides the most appropriate solution to meet the business objectives defined in the solicitation.

## 4 PROJECT SCOPE

The scope of this project includes all design, development, coding (if needed), licensing (if required), ERRCSs, associated amplifiers, antennas, cabling, power, and uninterrupted power supplies (UPS), and cost of installation of up to forty-eight (48) public schools in the Buncombe County and the City of Asheville school systems. The location of each ERRCS installation and associated components shall be determined by a collective agreement between the vendor and designated school representatives to achieve the optimal location for signal distribution, functional access to service/repair ERRCS components, and non-interference with school operations.

Within Asheville City limits, the ERRCS in each school shall ensure the communication of the Buncombe County public safety radio system, the City of Asheville public safety radio system, and the NC Department of Public Safety radio system (VIPER).

Outside of Asheville City Limits, BCIT shall define which public safety radio systems the ERRCS at each school should support. This shall be communicated at the mandatory pre-proposal meeting.

Each ERRCS installation shall meet or exceed the 2018 NC Fire Code 510 standard as well as include 99% coverage of critical areas (as defined by NFPA 72) for each radio system it is designed to support. Each ERRCS shall interface with existing fire alarm panels and allow for a minimum of 5 conditions on said interface. A "Knox" switch shall be installed to shutoff the ERRCS where the system is not co-located with an alarm panel.

Each ERRCS installation shall comply with FCC Part 90 §90.219 (Use of Signal Boosters). If installers choose to use Class B amplifiers, they must register those devices in the FCC Signal Booster data base and provide the registered ID number to the County so relevant "Letters of Authorization to Re-Transmit" can be issued. Class A amplifiers need not be registered.

After installation of the ERRCS at each location, an acceptance test shall be conducted by the vendor and verified by City and County Fire Marshals. The acceptance test shall include but is not limited to the following:

- The installer shall provide a 20-grid hard copy floor plan for each floor with the signal level readings noted for the center of each grid for all relevant radio systems. That floor plan will be the basis of the 20-grid portable radio test. In critical areas, signal levels should be indicated to demonstrate compliance with the 99% coverage requirement for those areas. ERRCS and UPS battery box will be checked for labeling. The ERRCS enclosure shall be labelled "ERRCS - Emergency Responder Radio Coverage System" and the UPS battery enclosure

shall be labelled "ERRCS Battery". Emergency cutoff instructions shall be clearly posted. If a Knox switch is in use, it shall be labelled "ERRCS Cut Off Switch."

- Where applicable, a "Letter of Authorization to Re-Transmit" shall be posted at the ERRCS.
- Electrical inspection of the installation to include power wiring and antenna cabling, to include grounding, bonding and lightning protection at the donor antenna site as well as at the amplifier/battery location.
- Verification of all available fault conditions as displayed at the fire alarm panel. This will include simulation of all fault conditions capable of being transmitted from the ERRCS to the fire alarm panel. Panels displays will be checked for meaningful ERRCS fault messages. Fire alarm panel displays will be checked to make sure the fault is automatically cleared on the panel when the underlying fault is corrected. Installers are expected to have fully tested the fire alarm panel interface with the alarm system contractor before the acceptance test
- Verify that the installer has tested and confirmed that the UPS battery capacity is sufficient to power the unit for 24 hours.

All portable radios used for testing of each ERRCS will be provided by BCIT. Tests shall be conducted on each ERRCS installed in each school before installation in the next school, unless the selected bidder can do simultaneous installations without adding additional cost to the project.

The contractor will be afforded access to the facilities to determine proposed routing, equipment locations and shall define locations of all penetrations through walls, floors, roofs and other building components. All wall, floor and ceiling/roof assemblies in non-sprinklered buildings shall be considered minimum 1-hour fire rated and appropriate UL fire stopping details shall be utilized at penetrations. Fire walls that are required to be penetrated with ratings greater than an hour shall be likewise detailed with approved UL or other acceptable details. The school systems will assist the contractor in identification of rated assemblies after the submission of the draft design, but it is the contractor's responsibility to investigate existing conditions and coordinate their work to the satisfaction of the AHJ's. Roof and building envelope penetration locations and detailing must be approved by the school systems to ensure weather tightness, structural integrity, maintain warranties, avoid aesthetic objections and limit future maintenance. Building envelope penetrations and securement of wall mount masts and antennas shall be done with schedule 40 HDG sleeves in precision, tightly fit holes. Attachment to veneers, stucco, metal siding etc. shall not compromise the cavity condition or weathertightness.

The school systems have a large variety of roofing systems in place throughout their campus'. These range from low slope, single ply membranes, built-up roofs, coating systems, clay tile and standing seam metal roofs. The school systems have a mix of roof areas that are under warranties within each campus. All roof penetration locations shall be approved by the school systems after the contractor has identified options for appropriate locations to ensure good line of sight locations to optimize the ERRCS. All roof work shall be performed by experienced roofing contractors qualified to make penetrations and flashing installations and maintain with certification from the roof system manufacturer, warranties for the specific roofing systems found at the campus'. An allowance of \$2,000 shall be included in the base bid proposal for each roof penetration assembly and flashing necessary in the project. Upon approval of the agreed upon location of the roof penetrations, the school systems will verify the warranty status of the roof in that location. The contractor shall then solicit proposals from qualified roofing contractors to perform the penetration with below roof support, weather head and flashing and submit a request to utilize the allowance. The contractor shall make reasonable effort to identify options, locations and penetration details that are reasonable in terms of installation, cost and is in line with National Roof Contractor's, SMACNA and Roof Manufacturers published details for roof penetration locations and detailing. In no case shall the contractor penetrate existing equipment, scuttle curbs or roof to wall conditions where flashings, weeps or drainage planes may be compromised.

The installation of all ERRCSs must be completed by January 31, 2020.

## 5 BIDDER QUALIFICATIONS

Proposers must attend the pre-proposal meeting for their proposal to be considered responsive.

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience in planning, building, and installing radio equipment
- Examples of (3) or more ERRCS projects designed and implemented by your organization, with contact information for the project representative at each receiving organization
- Anticipated resources you shall assign to this project (total number, role, title, experience)
- A full testing plan
- Timeframe for completion of the project
- Include a warranty, minimum of 1 year, on all labor and materials provided
- Include full maintenance agreements, minimum 2 years, in the cost of the project
- Include annual site surveys, minimum 2 years, in the cost of the project
- Include a list of all spectrum analyzers and other test equipment used to measure signal levels, along with dates of most recent re-calibration certificates
- Written guarantee project completion no later than January 31, 2020
- FCC GROL certification and manufacturer training for system designers and lead installers
- Proof of Insurance, complying with Buncombe County insurance requirements as required by the OWNER and legal counsel and as outlined in insurance requirements (see section 9)



## 6 DESCRIPTION OF SERVICES DESIRED

### 6.1 General

The selected bidder shall be responsible for planning and conducting a thorough site survey prior to installation to ensure all required tools and equipment are ready for installation.

The selected bidder shall also provide any ladders, lifting devices, or equipment necessary to reach high-level places. The selected bidder shall also provide any and all necessary and/or required safety devices, and/or services required, while work is being performed to ensure the safety of those involved and the general public that could be in the immediate area while installation is being completed. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract.

Installation access shall be communicated in the pre-proposal meeting and will be coordinated between the selected bidder and the City/County school representative.

Selected bidder shall ensure:

- All equipment shall be new and be Federal Communication Commission (FCC) approved
- ERRCSs are installed in safe and easily accessible locations
- The system meets current radio system (700/800 MHz) requirements
- Installation complies with all national and/or local building, fire and electrical codes which pertain to signal, power, cable installations, grounding or enclosures as appropriate
- UPS installed can maintain ERRCS at full functionality for a minimum of 24 hours
- All software and licensing requirements and associated expenses are included
- Close coordination of project tasks and resources with the County
- Documentation of complete testing for each ERRCS and UPS to ensure functionality
- All installations shall be completed by January 31, 2020

### 6.2 Security

Selected bidder shall be responsible for providing the County with written criminal background check reports on all employees that could potentially be on school properties before any work shall commence. The selected bidder shall not allow any of its employees and/or agents for whom it has not provided the County with a written

criminal background check report to enter and/or remain in and/or on any school properties. Any record indicating felony violations, questionable character or possible security risk shall be cause for denial of access for that employee to school properties. Final approval of employees' list shall be at the sole discretion of the County and County's representative and shall not be cause for additional payment.

Additionally, the selected bidder shall certify, in writing, that any of its employees and/or agents working on school properties are not prohibited from being on such properties by N.C. Gen. Stat. § 14-208.18, which prohibits sex offenders from certain premises, including schools.

All employees shall wear a photo ID provided by the selected bidder while on school properties. The ID shall provide, at a minimum, the employees' name and the company name.

Schools are non-smoking facilities. Cigarettes and other forms of smoking tobacco are not to be brought into the schools under any circumstance. This includes vaping technologies.

Schools are gun-free zones. No firearms may be on school property.

Possession of and/or consumption of alcoholic beverages is prohibited prior to entering school properties. While on school properties no intoxicants shall be allowed in any employees' possession, including their vehicle.

### 6.3 Equipment Location

One (1) Emergency Responder Radio Coverage system, with antennas, cabling, power, and uninterrupted power supply shall be installed inside each of the following locations:

<b>Asheville City Schools</b>	
<b>School Name</b>	<b>Location</b>
Asheville High & SILSA	419 McDowell Street, Asheville 28803
Asheville Primary	441 Haywood Road, Asheville 28806
Claxton Elementary	241 Merrimon Avenue, Asheville 28801
Hall Fletcher Elementary	60 Ridgelawn Road, Asheville 28806
Ira B Jones Elementary	544 Kimberly Avenue, Asheville 28804
Isaac Dickson Elementary	125 Hill Street, Asheville 288801
Montford North Star Academy	90 Montford Avenue, Asheville 28801
Vance Elementary	98 Sulphur Springs Road, Asheville 28806
<b>Buncombe County Schools</b>	
<b>School Name</b>	<b>Location</b>
A.C. Reynolds High	1 Rocket Drive, Asheville 28803
A.C. Reynolds Middle	2 Rocket Drive, Asheville 28803
Avery's Creek Elementary	15 Park South Boulevard, Arden 28704
Black Mountain Elementary	100 Flat Creek Road, Black Mountain 28711
Black Mountain Primary	301 East State Street, Black Mountain 28711
Buncombe County Early/Middle College	340 Victoria Road, Asheville 28801
C.A. Erwin Middle	20 Erwin Hills Road, Asheville 28806
C.D. Owen Middle	730 Old U. S. 70, Swannanoa 28778
Candler Elementary	121 Candler School Road, Candler 28715
Cane Creek Middle	570 Lower Brush Creek Road, Fletcher 28732
Charles C. Bell Elementary	90 Maple Springs Road, Asheville 28805
Charles D. Owen High	99 Lake Eden Road, Black Mountain 28711
Charles T. Koontz Intermediate	305 Overlook Road, Asheville 28803
Clyde A. Erwin High	60 Lees Creek Road, Asheville 28806
Community High School	235 Old U. S. 70, Swannanoa 28778
Enka High	475 Enka Lake Road, Candler 28715
Enka Intermediate	125 Asheville Commerce Parkway, Candler 28715
Enka Middle	390 Asbury Road, Candler 28715
Fairview Elementary	1355 Charlotte Highway, Fairview 28730
Glen Arden Elementary	50 Pinehurst Circle, Arden 28704
Hominy Valley Elementary	450 Enka Lake Road, Candler 28715
Joe P. Eblen Intermediate	59 Lee's Creek Road, Asheville 28806
Johnston Elementary	230 Johnston Boulevard, Asheville 28806
Leicester Elementary	31 Gilbert Road, Leicester 28748
Martin L. Nesbitt Discovery Academy	175 Bingham Road, Asheville 28806
North Buncombe Elementary	251 Flat Creek Church Road, Weaverville 28787
North Buncombe High	890 Clark's Chapel Road, Weaverville 28787
North Buncombe Middle	51 N. Buncombe School Road, Weaverville 28787

North Windy Ridge Intermediate	20 Doan Road, Weaverville 28787
Oakley Elementary	753 Fairview Road, Asheville 28803
Pisgah Elementary	1495 Pisgah Highway, Candler 28715
Sand Hill-Venable Elementary	154 Sand Hill School Road, Asheville 28806
T.C. Roberson High & P.E.P.	250 Overlook Road, Asheville 28803
Valley Springs Middle	224 Long Shoals Road, Arden 28704
W. D. Williams Elementary	161 Bee Tree Road, Swannanoa 28778
W. W. Estes Elementary	275 Overlook Road, Asheville 28803
Weaverville Elementary	129 South Main Street, Weaverville 28787
Weaverville Primary	39 South Main Street, Weaverville 28787
West Buncombe Elementary	175 Erwin Hills Road, Asheville 28806
Woodfin Elementary	108 Elk Mountain Road, Asheville 28804

## 7 DETAILED SUBMITTAL REQUIREMENTS

### 7.1 Proposal Format

Proposers should prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only.

The proposal should be organized into sections:

- Tab A for cover letter / executive summary
- Tab B for company information
- Tab C for staffing resumes
- Tab D for implementation & schedule
- Tab E for references
- Tab F for proposed pricing
- Tab G for required signature forms

Omissions and incomplete answers shall be deemed unresponsive. Please initial any corrections.

#### A. Cover Letter / Executive Summary

An executive summary including the name, address, email address, and any other pertinent information about the firm. The summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm's ability and desire to meet the requirements of the request for proposal. The executive summary should not exceed two (2) pages. Each company shall make the following representation and warranty in the cover letter/executive summary, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts."

**B. Company Information**

Include a description of the firm's background, its organizational structure, and length of time in business. Outline your understanding of the project and list assets available to meet County service requirements, and experience in providing the type of services solicited herein.

**C. Staffing**

Include staff resumes, years of experience, licenses held, and relevant trainings. Identify supervisory and management staff assigned to the project.

**D. Implementation & Schedule**

Provide a detailed plan and timeline for installation and activation of the proposed system.

**E. References**

List three (3) ERRCS project references for similar sized operations installed by your company. Provide building address, contact name and telephone numbers.

**F. Proposed Pricing**

Complete the pricing form, Appendix A. Pricing shall be fixed and firm.

**G. Required Signature Forms**

Proposers should include signed copies of the following documents:

- Proposal Submission Form, Appendix B
- Current W-9 form

## 8 EVALUATION CRITERIA

### 8.1 Evaluation of Proposals

The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.

The evaluation committee shall make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors shall include, but shall not be limited to, the following:

#### 1. Understanding of project

- How the proposer responded with their outline of understanding and approach to the tasks listed in scope of work

#### 2. Reputation and demonstrated quality standards

- Summary of provided services
- Number of years in business
- Relevant training, licensing, and experience
- Review of the three (3) similar sized projects in similar environments performed by the proposer

#### 3. Outlined plan

- The process by which the proposer shall complete the installation and activation of the systems

#### 4. Technical competence

- List personnel who shall perform maintenance and their certifications
- List relevant training, licensing, and experience
- Provide a technician for system setup and support

#### 5. Capability and capacity

- Personnel (number of employees & experience/qualifications with our equipment)
- Equipment & materials

#### 6. Cost

The County may select and enter into negotiations with the next most advantageous proposer if negotiations with the initially chosen proposer are not successful.

The award document shall be a contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the proposer's proposal as negotiated.

## 9 GENERAL CONDITIONS AND REQUIREMENTS

### 9.1 Award Procedures

The award shall be made in the best interest of the County. This request for proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to select a proposal other than the most financially advantageous proposal. The County reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the proposer, to accept any items in any proposal. Proposals deemed non-responsive shall be rejected.

The County may, at its discretion, require one or more proposers to appear before an evaluation committee for an interview or to make a presentation. During such an interview, the contractor may be required to orally and otherwise present its proposal and respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers shall be notified in advance of the time and format of such meetings. Since the County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer's best offer for performing the services described in this RFP. The commencement of such discussions, however, does not signify a commitment by the County to execute a contract or to continue discussions. The County may terminate discussions at any time and for any reason.

A proposal may be rejected if it is incomplete. The County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, shall not be considered.

As the County may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The County reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.



## **9.2 Award**

This contract shall commence on the date of the purchase order or notice of award and shall remain in effect until such time as all items purchased in conjunction with this solicitation have been delivered and accepted by the County's authorized representatives. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period. A purchase order may serve as the contract.

All proposals submitted in response to this request shall become the property of the County and as such, may be subject to public review.

The County has the right to reject any or all proposals, to engage in further negotiations with any firm submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the proposer. The proposer understands that an employer/employee relationship does not exist under this contract.

## **9.3 Subcontractor/Partner Disclosure**

The vendor shall be required to identify any and all sub-contractors that it intends to use and that it may potentially use in the performance of the contract resulting from this solicitation. Such sub-contractors shall have the same criminal background checks as bidder as provided herein. The vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

## **9.4 Modification or Withdrawal of Proposal**

Prior to the scheduled closing time for receiving proposals, any contractor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals shall be accepted. The proposal shall be corrected in accordance with such

written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal – Buncombe County RFP - Emergency Responder Radio Coverage Systems (ERRCS) for Asheville City & Buncombe County Public Schools". Oral, telephone, or fax modifications or corrections shall not be recognized or considered.

## **9.5 Insurance**

Contractor agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which the Contractor shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

**Worker's Compensation.** Coverage at the statutory limits in compliance with applicable State and Federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

**Employer's Liability.** Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.

**Commercial General Liability.** Insurance covering all operations performed by the Contractor with a minimum limit of \$5,000,000 per occurrence with a \$5,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Buncombe County and City of Asheville shall be named as an additional insured under the policy.

**Business Automobile Liability.** Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

**Umbrella/Excess Liability.** If the underlying liability policy limits are less than those required, Contractor may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying general liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

**Property – Installation Floater.** Coverage for materials and/or equipment to be written on a Special Covered Cause of Loss Form to include, but not limited to theft, property of others in the Contractor’s care, custody or control, transit, faulty workmanship, mechanical or electrical damage during testing, labor costs to repair damaged work, and soft costs (expediting expense). Any coinsurance provision or exclusions for underground exposures in the policy shall be deleted. Coverage shall include Flood and Earthquake. Coverage shall end when the work is accepted by Buncombe County.

## 9.6 Additional Insurance Requirements

Contractor shall not be obligated to maintain property insurance on Contractor’s furnishings, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind and description of Contractor and of persons claiming by, through, or under Contractor shall be at the sole risk and hazard of Contractor and no part of loss or damages to such property from whatever cause shall be the responsibility of, charged to, or borne by the County or City.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Prior** to commencement of work, the Contractor shall provide the County with certificates of insurance on an approved form, evidencing the above amounts. Buncombe County, Buncombe County Schools, City of Asheville, and Asheville City Schools shall be named as additional insureds under the commercial general liability policy. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the Agreement.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- VII or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Buncombe County and City of Asheville are additional insureds on insurance required from subcontractors.

Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by

virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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 this Agreement.

## **9.7 Indemnification**

Contractor agrees to protect, defend, indemnify and hold Buncombe County, Buncombe County Schools, City of Asheville, Asheville City Schools, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Nothing herein, including this Section 9, is intended to affect or abrogate Buncombe County's governmental immunity.

## **9.8 Equal Employment Opportunity**

All firms shall be required to follow Federal Equal Employment Opportunity (EEO) policies. The County shall affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity shall be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## **9.9 Minority Businesses (MBE) or Disadvantaged Businesses (DBE)**

It is the policy of the County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, the County shall not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in

connection with the award and performance of any contract because of sex, race, religion, or national origin.

## **9.10 Licenses**

The successful contractor(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

## **9.11 E-Verify**

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

## **9.12 Delay Related Liquidated Damages**

Bidder agrees that the actual damages for the delayed installation of the ERRCS are of such a nature that said damages would be difficult to ascertain if there were such a breach. Therefore, if the bidder fails to complete installation of the ERRCS on or before January 31, 2020, the bidder agrees to pay to the County \$500 per day, and each and every day thereafter, until the ERRCS is properly installed, up to a maximum of 10% of the value of the executed contract. The County, in its sole discretion, may deem any delay to be a material breach. This provision applies only to damages related to delayed installation of the ERRCS and not to any other damages or remedies to which the County may be entitled, either in equity or at law. The County may enforce this clause at its sole discretion and may seek any other lawful remedies at law, and or in equity, instead of, and/or in addition to, the remedies set forth herein.

## 10 APPENDIX A – PRICING FORM

<b>Asheville City Schools</b>	
<b>School Name</b>	<b>Turn-Key Cost</b>
Asheville High & SILSA	
Asheville Middle	
Asheville Primary	
Claxton Elementary	
Hall Fletcher Elementary	
Ira B Jones Elementary	
Isaac Dickson Elementary	
Montford North Star Academy	
Vance Elementary	
<b>Buncombe County Schools</b>	
<b>School Name</b>	<b>Turn-Key Cost</b>
A.C. Reynolds High	
A.C. Reynolds Middle	
Avery's Creek Elementary	
Barnardsville Elementary	
Black Mountain Elementary	
Black Mountain Primary	
Buncombe County Early/Middle College	
C.A. Erwin Middle	
C.D. Owen Middle	
Candler Elementary	
Cane Creek Middle	
Charles C. Bell Elementary	
Charles D. Owen High	
Charles T. Koontz Intermediate	
Clyde A. Erwin High	
Community High School	
Emma Elementary	
Enka High	

Enka Intermediate	
Enka Middle	
Fairview Elementary	
Glen Arden Elementary	
Haw Creek Elementary	
Hominy Valley Elementary	
Joe P. Eblen Intermediate	
Johnston Elementary	
Leicester Elementary	
Martin L. Nesbitt Discovery Academy	
North Buncombe Elementary	
North Buncombe High	
North Buncombe Middle	
North Windy Ridge Intermediate	
Oakley Elementary	
Pisgah Elementary	
Sand Hill-Venable Elementary	
T.C. Roberson High & P.E.P.	
Valley Springs Middle	
W. D. Williams Elementary	
W. W. Estes Elementary	
Weaverville Elementary	
Weaverville Primary	
West Buncombe Elementary	
Woodfin Elementary	

# 11 APPENDIX B – PROPOSAL SUBMISSION FORM

## Request for Proposal (RFP)

### Emergency Responder Radio Coverage Systems (ERRCS) for Asheville City & Buncombe County Public Schools

This proposal is submitted by:

Provider Name: \_\_\_\_\_

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

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**It is understood by the proposer that Buncombe County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the proposal due date.**

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Please type or print name