




Memorandum

Letter of Instruction for Invitation for Bid (IFB)

To: Prospective Parties

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

- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- Please read carefully the section titled **CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS**. All questions should be directed to chall@gaston.k12.nc.us.
- Offerors are cautioned that this is a request for offers, not a request to contract, and GCS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of GCS.
- In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- **Submit one (1) signed, original executed proposal responses and one (1) electronic copy on a flash drive (emails not accepted) of your proposal simultaneously to the address identified below.**
- Clearly mark each package with: (1) Vendor name; (2) the IFB title; and (3) the due date. Address the package(s) for delivery as shown in the table below. If the Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

 943 Osceola Street Gastonia, NC 28054 Refer <u>ALL</u> Inquiries to: Chris Hall	Invitation for Bid (IFB)	
	“Emergency Responder Communication Coverage System”	
	Bids will be publicly opened: March 31, 2025 @ 2:00PM/ET	
	Contract Type: Agency Specific	
	Commodity: 721015– Emergency Responder Communication Coverage System (ERRCS): Installation, Annual Maintenance, Remote Monitoring, and Required Recertification of Emergency Responder Communication Systems	
E-Mail: chall@gaston.k12.nc.us	Using Agency Name: GASTON COUNTY BOARD OF EDUCATION	

NOTICE TO BIDDERS: (THIS IS A SEALED BID SOLICITATION)

Sealed Bids, subject to the conditions made a part hereof, will be received at this office (943 Osceola Street, Gastonia, NC 28054) until 2:00 p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Proposals submitted via facsimile (FAX) machine in response to this Request for Proposal will not be accepted. Proposals are subject to rejection unless submitted on this form.

EXECUTION

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

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

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of proposal opening unless otherwise stated here: _____ days.

MAILING INSTRUCTIONS:

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier, or other delivery service is entirely on the Vendor. **It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening.** The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

- a) **Mail only one (1) signed, original, executed proposal response and one electronic copy on a flash drive simultaneously to the address identified in the table above.**
- b) **Clearly mark each package with: (1) Vendor name; (2) the IFB title; and (3) the due date. Address the package(s) for delivery as shown in the table below.**
- c) If Vendor is submitting more than one (1) bid, each bid shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

Mailing address for delivery of proposal

Gaston County Schools
 Attn: Chris Hall
 943 Osceola Street
 Gastonia, NC 28054

IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. GCS will make every effort to adhere to this schedule. All times shown are Eastern Time (EST).

Event	Responsibility	Date and Time (ET.)
Issue IFB	GCS	May 30, 2025
Participate in Pre-Bid Walkthroughs	GCS & Vendor	June 16-19, 2025
Submit Written Questions	Vendor	June 26, 2025 by 2:00 PM
Provide Response to Questions	GCS	July 10, 2025 by 2:00 PM
Submit Sealed Bids by	Vendor	July 24, 2025 @ 2:00 PM
Public Bid Opening	GCS	July 24, 2025 @ 2:00 PM
Anticipated Bid Award	GCS	August 18, 2025

BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the due date for written questions in the above schedule.

Written questions shall be emailed to chall@gaston.k12.nc.us by the date and time specified. **Vendors should enter “Questions for IFB” as the subject for the email.** Question submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, GCS responses, and any additional terms deemed necessary by GCS will be posted in the form of an Addendum and shall become an Addendum to this IFB. No information, instruction, or advice provided orally or informally by any GCS personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB. **Addendums associated with the Invitation for Bid will be posted to the following links and it will be the vendor’s responsibility to adhere to and check these addendums prior to bid submittal:**

<https://www.gaston.k12.nc.us/Page/6513>

BID SUBMITTAL

Bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

BACKGROUND

For background purposes, the Gaston County Public School System (GCS) is currently the tenth largest school district in North Carolina. There are currently 56 schools serving a student population of approximately 30,000. Additional information about the school system can be accessed via the internet site (www.gaston.k12.nc.us).

SCOPE OF WORK

This Statement of Work (SOW) outlines the installation and annual maintenance of Emergency Responder Communication Coverage Systems (ERCCS) (Fire Responder/Public Safety Radio Signal Boosters, also known as Bi-Directional Antenna Systems (BDAS) or Distributed Antenna Systems (DAS)), at twenty-eight (28) school sites within the district.

Gaston County Schools officials determined the need for emergency first responder radio coverage to be reviewed district-wide within the schools. Extensive testing was completed in each school in the district by a third-party vendor. Based on the results of these tests, the need has been determined to install an ERCCS in 28 schools to ensure communications are maintained in the deficient areas for all first responders entering these facilities. Although existing buildings are exempt from the minimum coverage levels mandate in the 2018 version of section 510 of the NC Fire Code, it is the intent of this IFB for these 28 schools to adhere to the same standards as the NC Fire Code retroactively.

There are three different public safety radio communications networks in use in Gaston County:

- NC VIPER Statewide 700/800Mhz Trunked Radio Network
- CharMeck UASI 800Mhz Trunked Radio Network - CharMeck Simulcast
- CharMeck UASI 800Mhz Trunked Radio Network - Gastonia Simulcast

Depending on the location of the school, first responders could potentially be reliant on any or all of the public safety radio networks listed above. Therefore, any ERCCS installation should have the capability of insuring communications across multiple public safety radio networks where appropriate and as defined in the table below:

SCHOOL	RADIO NETWORKS IN USE	ADDRESS
North Gaston High School	NC VIPER	1133 Ratchford Road, Dallas
W.C. Friday Middle School	NC VIPER	1221 Ratchford Road, Dallas
Stanley Middle School	NC VIPER	317 Hovis Road, Stanley
East Gaston High School	NC VIPER	1744 Lane Road, Mount Holly
Pinewood Elementary School	NC VIPER, UASI - CharMeck Simulcast	1925 N. Main Street, Mount Holly
Ida Rankin Elementary School	NC VIPER, UASI - CharMeck Simulcast	301 W. Central Avenue, Mount Holly
Mount Holly Middle School	NC VIPER, UASI - CharMeck Simulcast	124 S. Hawthorne Lane, Mount Holly
Catawba Heights Elementary School	NC VIPER, UASI - CharMeck Simulcast	101 Ivey Street, Belmont
North Belmont Elementary School	NC VIPER	210 School Street, Belmont
Hawks Nest STEAM Academy	NC VIPER, UASI - Gastonia Simulcast	3430 Robinwood Road, Gastonia
Forestview High School	NC VIPER	5545 Union Road, Gastonia
W.A. Bess Elementary School	NC VIPER	4340 Beaty Road, Gastonia

New Hope Elementary School	NC VIPER	137 Stowe Road, Gastonia
Cramerton Middle School	NC VIPER	601 Cramer Mountain Road, Cramerton
Stuart W. Cramer High School	NC VIPER	101 Lakewood Road, Belmont
Belmont Central Elementary School	NC VIPER	310 Eagle Road, Belmont
Page Primary School	NC VIPER	215 Ewing Drive, Belmont
South Point High School	NC VIPER	906 South Point Road, Belmont
Belmont Middle School	NC VIPER	1020 South Point Road, Belmont
Brookside Elementary School	NC VIPER, UASI - Gastonia Simulcast	1925 Auten Road, Gastonia
Warlick Academy	NC VIPER	1316 Spencer Mountain Road, Gastonia
Lowell Elementary School	NC VIPER	1500 Power Drive, Lowell
Gardner Park Elementary School	NC VIPER, UASI - Gastonia Simulcast	738 Armstrong Park Road, Gastonia
Ashbrook High School	NC VIPER, UASI - Gastonia Simulcast	2222 S. New Hope Road, Gastonia
H.H. Beam Elementary School	NC VIPER	200 Davis Park Road, Gastonia
Southwest Middle School	NC VIPER, UASI - Gastonia Simulcast	1 Roadrunner Drive, Gastonia
Pleasant Ridge Elementary School	NC VIPER, UASI - Gastonia Simulcast	1260 Floyd Lane, Gastonia
Sadler Elementary School	NC VIPER, UASI - Gastonia Simulcast	3950 W. Franklin Boulevard, Gastonia

All installed ERCCS systems shall meet the requirements of the 2018 North Carolina State Building Code: Fire Prevention Code, Chapter 5, Section 510, "Emergency Responder Communication Coverage"

https://codes.iccsafe.org/content/NCFC2018P2/chapter-5-fire-service-features#NCFC2018P2_Pt03_Ch05_Sec510, and amendments, to ensure the systems remain compliant and functional for public safety and emergency response.

The location of each ERRCS installation and associated components shall be determined by a collective conversation 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.

Each ERRCS installation shall comply with FCC Part 90 §90.219 (Use of Signal Boosters). The installer must obtain "Letters of Authorization to Re-Transmit" from the respective public safety radio system managers (e.g. VIPER, UASI).

After installation of the ERRCS at each location, an acceptance test shall be conducted by the vendor and may be verified by City and County Fire Marshals and School Officials. 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.

- 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 Gaston County and City officials. 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.

SCHOOL	PANEL TYPE	ADDRESS
North Gaston High School	Notifier NFS 320	1133 Ratchford Road, Dallas
W.C. Friday Middle School	Fire-Lite ES-1000	1221 Ratchford Road, Dallas
Stanley Middle School	EST 3	317 Hovis Road, Stanley
East Gaston High School	Notifier 3030	1744 Lane Road, Mount Holly
Pinewood Elementary School	EST io500	1925 N. Main Street, Mount Holly
Ida Rankin Elementary School	Fire-Lite ES-1000	301 W. Central Avenue, Mount Holly
Mount Holly Middle School	Notifier NFS 640	124 S. Hawthorne Lane, Mount Holly
Catawba Heights Elementary School	Notifier NFS 320	101 Ivey Street, Belmont
North Belmont Elementary School	Notifier AFP 400	210 School Street, Belmont
Hawks Nest STEAM Academy	Notifier NFS 320	3430 Robinwood Road, Gastonia
Forestview High School	EST io500	5545 Union Road, Gastonia
W.A. Bess Elementary School	Fire-Lite ES-1000	4340 Beaty Road, Gastonia
New Hope Elementary School	Fire-Lite ES-200	137 Stowe Road, Gastonia
Cramerton Middle School	Fire-Lite ES-200	601 Cramer Mountain Road, Cramerton
Stuart W. Cramer High School	EST io500	101 Lakewood Road, Belmont
Belmont Central Elementary School	Fire-Lite MS-9600	310 Eagle Road, Belmont
Page Primary School	Simplex 4100U	215 Ewing Drive, Belmont
South Point High School	Notifier Firewarden 100	906 South Point Road, Belmont
Belmont Middle School	Silent Knight 6820 EVS	1020 South Point Road, Belmont
Brookside Elementary School	Simplex 4020	1925 Auten Road, Gastonia
Warlick Academy	Fire-Lite MS-9600	1316 Spencer Mountain Road, Gastonia
Lowell Elementary School	EST io500	1500 Power Drive, Lowell

Gardner Park Elementary School	Fire-Lite MS-9200	738 Armstrong Park Road, Gastonia
Ashbrook High School	Simplex 4020	2222 S. New Hope Road, Gastonia
H.H. Beam Elementary School	Silent Knight 5808	200 Davis Park Road, Gastonia
Southwest Middle School	Fire-Lite MS-9600	1 Roadrunner Drive, Gastonia
Pleasant Ridge Elementary School	Gamewell S3	1260 Floyd Lane, Gastonia
Sadler Elementary School	Notifier NFS 640	3950 W. Franklin Boulevard, Gastonia

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 stopping caulk shall be "red" in color. 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 system 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 system 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 vendor is responsible for repairing all wall, roof, or side wall penetrations.

Wherever and whenever possible, it is the preference of the school system that no roofs are penetrated and that all penetrations performed as part of this project are horizontal, exterior wall penetrations so long as all performance thresholds are able to be obtained. The school system has a large variety of roofing systems in place throughout their campuses. The school system has a mix of roof areas that are under warranties within each campus. All roof penetration locations shall be approved by the school system 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 campuses. An appropriate monetary allowance shall be included in the base bid proposal for each roof penetration assembly and flashing deemed necessary in the project. Upon approval of the agreed upon location of the roof penetrations, the school system will verify the warranty status of the roof in that location. The contractor shall then solicit proposals from the school system's qualified and approved roofing contractors to perform the penetrations with below roof support, weather head and flashing. 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 Contractors, 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 July 31, 2026.

Regular working hours are Monday through Friday, 8:00AM – 5:00PM unless otherwise scheduled between the vendor and GCS.

MANDATORY PRE-BID MEETING AND SITE VISITS

A **mandatory pre-bid meeting** shall be held beginning at 8:00 AM on Monday, June 16, 2025 located at 943 Osceola Street, Gastonia, NC 28054. **Attendance at the pre-bid meeting and site visits is mandatory and required for bids to be considered responsive.** Given the quantity of schools that are in scope for this project, we are allowing three (3) business days, plus one (1) additional business day if needed, to visit all sites. The Pre-Bid meeting will serve as the kickoff meeting for this process. Immediately following the Pre-Bid meeting, the site visit process shall commence and continue per the schedule below or until all sites 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	SCHOOL	ADDRESS
Monday, June 16 at 8:00 AM	Kickoff Pre-Bid Meeting	943 Osceola Street, Gastonia
Monday, June 16	North Gaston High School	1133 Ratchford Road, Dallas
Monday, June 16	W.C. Friday Middle School	1221 Ratchford Road, Dallas
Monday, June 16	Stanley Middle School	317 Hovis Road, Stanley
Monday, June 16	East Gaston High School	1744 Lane Road, Mount Holly
Monday, June 16	Pinewood Elementary School	1925 N. Main Street, Mount Holly
Monday, June 16	Ida Rankin Elementary School	301 W. Central Avenue, Mount Holly
Monday, June 16	Mount Holly Middle School	124 S. Hawthorne Lane, Mount Holly
Monday, June 16	Catawba Heights Elementary School	101 Ivey Street, Belmont
Monday, June 16	North Belmont Elementary School	210 School Street, Belmont
Tuesday, June 17	Hawks Nest STEAM Academy	3430 Robinwood Road, Gastonia
Tuesday, June 17	Forestview High School	5545 Union Road, Gastonia
Tuesday, June 17	W.A. Bess Elementary School	4340 Beaty Road, Gastonia
Tuesday, June 17	New Hope Elementary School	137 Stowe Road, Gastonia
Tuesday, June 17	Cramerton Middle School	601 Cramer Mountain Road, Cramerton
Tuesday, June 17	Stuart W. Cramer High School	101 Lakewood Road, Belmont
Tuesday, June 17	Belmont Central Elementary School	310 Eagle Road, Belmont
Tuesday, June 17	Page Primary School	215 Ewing Drive, Belmont
Tuesday, June 17	South Point High School	906 South Point Road, Belmont
Tuesday, June 17	Belmont Middle School	1020 South Point Road, Belmont
Wednesday, June 18	Brookside Elementary School	1925 Auten Road, Gastonia
Wednesday, June 18	Warlick Academy	1316 Spencer Mountain Road, Gastonia
Wednesday, June 18	Lowell Elementary School	1500 Power Drive, Lowell
Wednesday, June 18	Gardner Park Elementary School	738 Armstrong Park Road, Gastonia
Wednesday, June 18	Ashbrook High School	2222 S. New Hope Road, Gastonia
Wednesday, June 18	H.H. Beam Elementary School	200 Davis Park Road, Gastonia
Wednesday, June 18	Southwest Middle School	1 Roadrunner Drive, Gastonia

Wednesday, June 18	Pleasant Ridge Elementary School	1260 Floyd Lane, Gastonia
Wednesday, June 18	Sadler Elementary School	3950 W. Franklin Boulevard, Gastonia

PERFORMANCE REQUIREMENTS

- **On-Site Inspections:** Perform annual on-site inspections of all BDAS and DAS equipment installed at the designated school sites to ensure systems meet functionality and safety standards.
- **Equipment Functionality Check:** Verify that signal boosters, antennas, and associated hardware are operational and in compliance with fire code requirements.
- **System Performance Testing:** Conduct tests to ensure that signal strength, coverage, and system functionality meet the necessary standards to support first responder communications.
- **Repairs and Adjustments:** Recommend repairs and adjustments for GCS approval to maintain system performance and compliance with safety regulations.
- **Documentation of Maintenance:** Provide detailed maintenance reports, including findings, repairs, and system performance data after each annual inspection.

SYSTEM MONITORING

- **System Monitoring Setup:** Implement remote monitoring technology to continuously track the operational status of BDAS and DAS systems, providing real-time alerts for malfunctions or system degradation.
- **Performance Analytics:** Monitor signal strength, signal boosters, and other system components for signs of wear, malfunctions, or safety risks.
- **Troubleshooting:** Address any performance issues identified via remote monitoring, including troubleshooting of system malfunctions and dispatching technicians for on-site resolution if necessary.
- **Remote Diagnostics Reports:** Provide ongoing diagnostic reports and status updates to the district's facilities or IT team to ensure the system remains in full operational status.

RECERTIFICATION AND FIRE CODE COMPLIANCE

- **Annual Recertification:** Perform required annual recertification for BDAS and DAS systems to meet the standards outlined in the 2018 North Carolina State Building Code - Fire Prevention Code and North Carolina State Fire Code 2018 Amendments.
- **Certification Documentation:** After successful recertification, provide formal documentation for each school site, certifying that BDAS and DAS equipment is compliant with fire code regulations.
- **Compliance Reporting:** Provide written reports after each recertification, including any necessary corrective actions and results of the compliance tests.

TRAINING

- **System Operation Training:** Provide training for designated school district personnel on the proper operation and routine checks of the BDAS and DAS systems.
- **Emergency Protocols:** Educate staff on how to recognize potential system failures and the protocol for reporting any issues to the maintenance team or emergency personnel.
- **Remote Monitoring Overview:** Offer training on how to access and utilize the remote monitoring system for ongoing system status checks.

DELIVERABLES

- A fully operational BDAS and DAS system at all applicable school sites, compliant with fire safety regulations.
- Annual maintenance reports documenting system performance, repairs, and adjustments made.

- Certification of compliance with Gaston County and NC State Fire Code, including any corrective actions taken to meet compliance.
- Remote monitoring system setup, with real-time access for the school district to monitor system performance.
- Training materials and sessions for school personnel on system operation and emergency response protocols.

SPECIFIC PROPOSAL INSTRUCTIONS

Contractors are required to submit the following items as a complete proposal:

Section 1 – Proposed System:

Provide a complete set of design drawings of the proposed system showing all the components required by the system and how they are interconnected. Offerors should also include:

- I. Attachment A – Signed Proposal (pg. 2).
- II. Signal propagation prediction plans, system riser diagram, donor antenna lightning suppression and grounding details.
- III. Acceptance Test Plan (ATP): Submit a proposed ATP including cable testing reports. At a minimum, testing requirements shall be designed to satisfy the requirements of section 3.02.
- IV. Describe your firm's experience.

Section 2 – Project Schedule:

Offerors should include a timeline for this project, specifying when specific tasks will be completed. This section shall include but is not limited to:

- Project start date
- Completion date
- Inspection dates with technical representative
- Clean up date
- Dates of installation of key components

Section 3 – Proposed Price and Payment Terms:

Include the following:

Fees for services, including set fees, applicable hourly rates and any other fees and reimbursable expenses.

- The proposal should clearly state the payment schedule desired. The proposed schedule shall be negotiable.
- A summary on your ability to control costs.

Section 4 – Maintenance/Warranty Plan:

Offerors should include a maintenance plan detailing customer service after acceptance, product warranty details, troubleshooting assistance, repairs covered by warranties, length of warranty, and extent of warranty. The maintenance plan shall include any and all costs associated with Required Annual Recertification for Year 1 and each subsequent year should the school system wish to contract for additional years, subject to budget and funding availability.

Section 5 – Parts/Components

Offerors should:

- Include a percentage off MSRP of any parts/components necessary for maintenance/repair of Emergency Responder Communication Coverage systems (Fire Responder/Public Safety Radio Signal Boosters, also known as Bi-Directional Antenna Systems (BDAS) or Distributed Antenna Systems (DAS).
- Provide product datasheets for all components being used (i.e., bi-directional amplifiers, repeaters, battery back-up systems, donor/coverage antennas, lightning suppressors, coaxial cables and connectors, splitters, and fiber-optic components).

GCS reserves the option to reach out to other vendors for pricing of parts/components necessary for the maintenance/repair of these systems.

PROPOSAL EVALUATION

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

In accordance with N.C.G.S. 143-129.8, the services that are the subject of this IFB are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this IFB. This document, and not those statutes, will govern the selection process.

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

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

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

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

SOURCE SELECTION

GCS will review all information submitted in order for GCS to award the contract to the bidder providing the most responsive/responsible low bid based on §143-129.8 Purchase of information technology goods and services.

- i. The evaluation committee may request clarifications, an interview with or presentation from any or all bidders. However, the GCS may refuse to accept, in full or partially, the response to a clarification request given by any bidder. Bidders are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms.
- ii. Evaluation Process Explanation. GCS employees will evaluate all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be evaluated based on stated evaluation criteria, as provided with this IFB. Any references in an answer to another location in the IFB materials or Bid shall have specific page numbers and sections stated in the reference.
- iii. To be eligible for consideration, a bidder must meet the intent of all requirements. Compliance with the intent of all requirements will be determined by GCS. Responses that do not meet the full intent of all requirements listed in this IFB may be subject to point reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection.
- iv. Bidders are advised that GCS is not obligated to ask for or accept after the closing date. Bidder may be disqualified from any evaluation or award if bidder or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with GCS, or violated rules or statutes applicable to public bidding in the State of North Carolina, as documented. Vendors must not be debarred from doing business with the State of North Carolina or Federal Government.

QUALIFICATIONS

- **THE VENDOR shall be licensed and approved to do business in the State of North Carolina.**
- At least five years of experience in performing the required duties as outlined in this IFB will be accepted. VENDOR is required to provide appropriate references demonstrating experience in performing similar projects in size and scope. References must include contact information. GCS shall not constitute one of the required references.
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- VENDOR will be disqualified for consideration if they are listed on either the State of North Carolina

debarred vendor registry, or the Federal Government debarred vendor registry.

- (Federal Government)
<https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
- (State of North Carolina) <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

Vendor acknowledgement: Initial

REQUIRED SUBMITTALS

The VENDOR is provided a list of required submittals as a courtesy. If your submittal does not include the required documentation or signature, it may be deemed nonresponsive or responsible.

Included in Proposal Submittal Verify and initial	Section
	Signed Proposal (Page 2)
	Company Profile (Attachment A)
	HUB Form (Attachment C)
	Reference Information (Page 8)
	Specific Proposal Instructions; Sections 1,2,3,4 (Pages 5-6)
	Vendor has read and attests that they maintain current insurance coverages as it is applicable to this request

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of GCS, other government agency office, GCS body or private entity, if the communication refers to the content of Vendor's bid or qualifications, the contents of another Vendor's bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in GCS' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of GCS would not be served by the disqualification. A Vendor's bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award).

VENDORS ARE CAUTIONED THAT ALL RESPONSES MUST BE ORGANIZED, IDENTIFIABLE AND READILY ACCESSIBLE. A TEMPLATE IS PROVIDED FOR USE BUT ANY ADDITIONAL INFORMATION SHOULD REFLECT IDENTIFIABLE LANGUAGE AND BE ACCESSIBLE AND ORGANIZED.

CUSTOMER REFERENCES

Vendors shall provide at least three references, for similar size and scope projects, for which comparable services and supplies have been, and continue to be, provided. GCS may not be used as one of the references.

Name of Organization		Contact Person Name	
Annual Contract Value		Contact Person Title	

Contract Start Date		Contact Person Telephone Number	
Contract End Date		Contact Person Email Address	

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

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

DELIVERY

If applicable, GCS reserves the right to consider the delivery time offered as a factor in the award of contract. Bidder must specify in submitted response if there are any constraints on supply of proposed model(s) or unreasonable delays in fulfillment timeline.

DEVIATIONS

Any deviations from specifications and requirements herein by bidder may subject proposal to disqualification.

FIRM BID

Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

TAXES

Gaston County Schools is NOT tax-exempt. Unless otherwise indicated, tax must be computed and added to your bid. Any itemized shipping charges are also subject to tax.

Bid responses must include:

- All forms, signatures, paperwork, and required components outlined in this document to specifications.
- Pricing for each required item.
- Methodology for
 - Receiving orders and scheduling installation.
 - Delivery and installation.
 - Removal of old technology.
 - Warranty service calls.
- A description of any added value, other components, and/or other services offered (if applicable).

METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the IFB requirements and achieving the highest and best final evaluation which is best for GCS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. GCS reserves the right to waive any minor informality or technicality in proposals received.

DEADLINE FOR BID SUBMITTAL

Proposals are due no later than **July 24, 2025, at 2:00 PM/ET.**

TERMS AND CONDITIONS

Attachment A

Standard Terms and Conditions

A. Standard Terms and Conditions for All Contracts

1. **Acceptance.** Contractor's execution of this Contract and/or acknowledgment of the terms of any applicable purchase order ("Purchase Order"), without timely express written objection, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids or Contractor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Contractor and GCS that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and GCS with respect to the purchase by GCS of the Services and/or Goods (the "Goods" and/or "Services," as appropriate) provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to GCS shall control. A Purchase Order constitutes an offer by GCS and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to GCS shall be deemed accepted by or binding on GCS. GCS hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until GCS' authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by GCS are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by GCS. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Contractor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Contractor agrees to give GCS the benefit of such lower price on any such Goods. In no event shall Contractor's price be higher than the price last quoted or last charged to GCS unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to GCS' accounts payable department with a copy to GCS Project Coordinator.
5. **Freight on Board.** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
6. **Taxes.** Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for GCS' records.
7. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
8. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. **Risk of Loss.** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by GCS or its nominee.

11. **Rejection.** All Goods shall be received subject to GCS' inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. GCS may require Contractor to promptly replace or correct any rejected Goods Services and, if Contractor fails to do so, GCS may contract with a third party to replace such Goods Services and charge Contractor the additional cost.

12. **Warranties.** Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by GCS of the Goods and shall run to GCS and any user of the Goods. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, GCS shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

13. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if GCS determines that Contractor, its agent or another representative, has violated any provision of law.

14. **Use of Federal Funds.** If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

15. **Registered Sex Offenders.** Contractor acknowledges that state law and school policy prohibit anyone registered or required to register as a sex offender from being present on any GCS Property for any reason, whether before, during or after school hours, or on or off of GCS Property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from GCS Property by school staff and/or law enforcement officials and may also be subject to criminal prosecution. "GCS Property" includes all property owned or operated by GCS, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by GCS.

If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on GCS Property.

16. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

17. **Conflict of Interest.** Contractor represents and warrants that no member of GCS or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

18. **Gratuities.** Contractor represents and warrants that no member of GCS or any of its employees has been or will be offered or given a gratuity to an official or employee of GCS in violation of applicable law or policy.

19. **Kickbacks to Contractor.** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding

favorable treatment in connection with a GCS Contract or in connection with a subcontract relating to a GCS Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to GCS in writing the possible violation.

20. **Iran Divestment Act.** Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

21. *Divestment from Companies that Boycott Israel.* The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

22. **E-Verification.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

23. **Indemnification.** Contractor shall indemnify and hold harmless GCS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless GCS, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of GCS in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless GCS, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

24. **Insurance.** The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to GCS and authorized to do business in the State of North Carolina and with an AM Best rating of A:X or better.

GCS shall be named as an additional insured on the Automobile and Commercial General Liability policies.

- **Worker's Compensation and Employer's Liability Insurance** – Worker's Compensation insurance with limits as required by statute with Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee.
- **Automobile Insurance** - The Contractor shall purchase and maintain Automobile Liability insurance providing coverage against losses resulting in bodily injury or property damage caused by or arising out of ownership, maintenance or operations of any motor vehicle, owned or nonowned used in the performance of this Contract. A minimum limit of \$1,000,000 per occurrence is required.
- **Commercial General Liability** – The Contractor shall purchase and maintain Commercial General Liability insurance providing coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the operations under this Contract. Such insurance shall include coverage for premises operations, and products and completed operations. A minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate is required.
- **Sexual Abuse, Molestation Coverage** – Limits of \$1,000,000 for each occurrence.
- **Environmental Impairment Liability and Pollution Liability** – Limits of \$1,000,000 per occurrence.
- **Umbrella Excess Liability** – Contractor shall carry umbrella excess liability including auto, general liability, employer's liability, and professional liability in the amount of \$1,000,000 over existing primary insurance and over self-insured hazards.

Certificates of such insurance shall be furnished by the Contractor to GCS, naming GCS as additional insured as required above, and shall contain the provision that GCS be given 30 days written notice of any intent to amend, cancel or nonrenew by either the Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance

shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

25. Termination for Convenience. In addition to all of the other rights which GCS may have to cancel this Contract or an applicable Purchase Order, GCS shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from GCS to Contractor. If the Contract is terminated by GCS in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. GCS will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.

26. Termination for Default. GCS may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to GCS law or equity, GCS may procure upon such terms as GCS shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Contractor shall be liable to GCS for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.

27. Contract Funding. It is understood and agreed between Contractor and GCS that GCS' obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of GCS for any payment may arise until funds are made available to GCS' Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. GCS shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

28. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by GCS to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

29. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to GCS any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within thirty (30) days after GCS notifies Contractor in writing that a payment has been determined to be improper.

30. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of GCS.

31. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.

32. Key Personnel. Contractor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor) assigned to the performance of the Contract without prior written approval from GCS Project Coordinator (the individual at GCS responsible for administering the Contract).

33. Contract Modifications. The Contract may be amended only by written amendment duly executed by both GCS and Contractor.

34. Relationship of Parties. Contractor is an independent contractor and not an employee of GCS. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and GCS. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

35. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by GCS.

36. Monitoring and Evaluation. Contractor shall cooperate with GCS, or with any other person or agency as directed by GCS, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit GCS to evaluate all activities conducted under the Contract. GCS has the right at its sole discretion to require that Contractor remove any employee of Contractor from GCS Property and from providing Services and/or Goods under the Contract

following provision of notice to Contractor of the reasons for GCS' dissatisfaction with the Services and/or Goods of Contractor's employee.

37. **Financial Responsibility.** Contractor is financially solvent and able to perform under the Contract. If requested by GCS, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by GCS' Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then GCS shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

38. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. GCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

39. **Inspection at Contractor's Site.** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

40. **Confidential Information.** All information about GCS provided to the Contractor or its officers, employees, agents, representatives and advisors (the "Contractor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Contractor or any Contractor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Contractor, (b) was known by or available on a nonconfidential basis to Contractor before it was disclosed by GCS or (c) becomes available to Contractor on a nonconfidential basis from a third party whom Contractor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, GCS. Except as and to the extent required by law or order or demand of any governmental or regulatory authority, Contractor and Contractor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Contractor Representatives who must have the information to fulfill Contractor's obligations under the Contract and who agree to observe the terms of this Section. Contractor and Contractor Representatives will not use the Confidential Information for any purpose other than fulfilling Contractor's obligations under the Contract. By way of example and not limitation, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Contractor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Contractor will provide GCS with prompt and timely notice of the requests or requirements so that GCS can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If GCS does not obtain a protective order or other remedy, Contractor will only disclose that portion of the Confidential Information which Contractor's legal counsel determines Contractor is required to disclose. Upon termination of the Contract or otherwise upon GCS' request, Contractor will promptly deliver to GCS all Confidential Information in the possession of Contractor or the Contractor Representatives.

Student Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students or students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of GCS' personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

41. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save GCS harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that GCS' use, possession

or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

42. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

43. Background Checks. At the request of GCS' Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to GCS criminal background check and drug testing procedures.

44. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

45. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.

46. Force Majeure. If GCS is unable to perform its obligations or to accept the Services and/or Goods because of Force Majeure (as hereinafter defined), the time for such performance by GCS or acceptance of Services and/or Goods will be equitably adjusted by allowing additional time for performance or acceptance of Services and/or Goods equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of GCS.

47. Ownership of Documents; Work Product. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by GCS. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of GCS, be turned over to GCS. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to GCS shall not, unless otherwise specifically agreed upon in writing by GCS, be deemed to be confidential or proprietary information and shall be acquired by GCS free from any restrictions as part of the consideration of the Contract.

48. Strict Compliance. GCS may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

49. General Provisions. GCS' remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, GCS shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without GCS' prior, express written consent.

50. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Gaston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

51. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

B. Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Contractor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.

2. Coordination of Work and Notification of Progress. The Contractor agrees to coordinate its Work with the work of any

other separate contractors or with the work of GCS' own forces to avoid delaying or interfering with their work. Contractor shall enforce good order and discipline among his employees and subcontractors on the Project. The Contractor further agrees to inform GCS on a regular basis or at GCS' request of the progress of the Work.

3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.

4. Cleanliness. Contractor shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.

5. Additional Warranties. The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date GCS accepts the Work or such date as the Contractor actually completes all the Work (the "Date of Completion"). During such period, the Contractor will remedy at Contractor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from GCS.

6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify GCS from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.

7. Change Orders. The Contractor agrees that GCS may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by GCS Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Contractor's overhead.

8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Contractor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to GCS.

9. Payments Withheld. The GCS may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to GCS is provided by the Contractor; (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Contractor to submit the required information on minority business enterprises; and (8) failure of the Contractor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.

10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the GCS will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the GCS may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The GCS specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Contractor may pay each subcontractor no later than seven days after receipt of payment from the GCS and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.

C. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)

Additional Insurance. In addition to the insurance required pursuant to Section 24 of the Standard Terms and Conditions for All Contracts, the Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to GCS and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by GCS.

D. Additional Standard Terms and Conditions for Information Technology Contracts

1. Definitions.

“Hardware” means the hardware the Contractor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.

“Hosted Environment” means the Hardware, system software, hosting support software, network connectivity, and facility used by Contractor to support the Hosted Software Services.

“Hosted Software Services” means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.

“Hosted Software” means the software owned and controlled by Contractor or Contractor’s third-party contractor that supports the Hosted Software Services.

“Support Services” means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for GCS access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.

“Updates” means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.

“Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Contractor that includes new features, functions, support or service that were not in place with the immediately prior version.

2. Grant of License. Contractor grants to GCS for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).

3. Updates and Upgrades. Contractor will make certain limited and applicable Hosted Software Updates and Upgrades available to GCS at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.

4. Security. Contractor’s Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Contractor by GCS.

5. Intellectual Property Warranty; Additional Warranties. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Contractor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to GCS hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights. Additionally, Contractor warrants the following: (a) Contractor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to GCS for any purpose. Without limiting any other remedies available to GCS under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Contractor shall, at GCS’ option, promptly correct or replace such Hosted Software and, in either case, Contractor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Contractor’s expense. GCS reserves the right to

reject the Hosted Software and to hold Contractor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Contractor is or becomes aware of a problem with any item of Hosted Software, Contractor shall notify GCS upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.

6. Effect of Termination and Orderly Transition. Upon termination or expiration of this Contract for any reason, Contractor will cooperate in good faith with GCS to provide for an orderly transfer of the Goods and Services and Confidential Information to GCS or GCS' successor vendor ("Orderly Transition") and according to the terms of this section.

a. Scope of Work for Orderly Transition. Within thirty (30) days of notification by GCS that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Contractor's failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.

b. Time Frame. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor shall continue to provide Goods and Services while GCS migrates its Confidential Information from Contractor's Hosted Software Services in the Orderly Transition process. Contractor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to GCS all of the Confidential Information provided to Contractor by GCS pursuant to this Contract. Contractor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.

c. Destruction of Confidential Information. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor agrees that after returning all Confidential Information to GCS pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Contractor shall provide GCS with a detailed summary of the destruction process and standards to be utilized by Contractor with respect to the Confidential Information, and GCS shall approve such process and standards prior to Contractor commencing such destruction.

7. Additional Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless GCS, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of GCS' choice, relating to or arising from (a) Contractor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.

8. Data Use. Notwithstanding the foregoing, Contractor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by GCS, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Contractor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Contractor (including without limitation the Goods and Services) and whether to, by or through a Contractor-affiliated ASP or other Hosted Software Services. Furthermore, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Contractor's obligations under the Contract. Contractor shall not share Confidential Information with any parent or subsidiary company of Contractor or any other Contractor-affiliated entity without the express prior written consent of GCS detailing the scope of allowable disclosure. Contractor agrees that if it breaches this section, GCS may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Contractor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.

VENDOR INFORMATION SHEET

Company Name (include dba): _____

Phone number: _____ Fax: _____ E-mail: _____

Contact: _____

Corporate Office Address: _____

Gaston County Office Address (if different from Corporate): _____

Web Address: _____

Length of time in business: _____ Number of permanent employees: _____

DOT #: _____ (if applicable) MC License #: _____ (if applicable)

Insurance Contact: _____ Phone: _____

The Gaston County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

Pursuant to GCS Board of Education policy and NC General Statutes, GCS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- ☐ Minority Owned Business
- ☐ Woman Owned Business
- ☐ Small Business Enterprise

_____ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

_____ No, my company has not yet received HUB or MWBE certification but meet the above criteria.

_____ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: _____

Date: _____

Print Name: _____