



**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

**REQUEST FOR PROPOSALS: WAN Transmission Services**

**RFP # 163-10312023TB**

**TITLE:** Fiber-based transport service for all sites in its Wide-Area Network (WAN) for the E-Rate Year beginning July 1, 2025.

**ENTITY:** Charlotte Mecklenburg Board of Education

**ISSUE DATE:** November 1, 2023

**ISSUED BY /**

**Direct All Inquiries Concerning this RFP to:** Anthony A Becker  
Procurement Services  
4421 Stuart Andrew Blvd. Suite 210  
Charlotte, NC 28217  
980.343.6390  
WAN-CMS@cms.k12.nc.us

---

Sealed Proposals subject to the conditions made a part hereof will be received until **3:00 p.m., EST (Prevailing Local Time) Wednesday, January 10, 2024**, for furnishing services described herein.

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until **2:00 pm, December 1, 2023** by e-mailing Anthony A Becker at this RFP email address ([WAN-CMS@cms.k12.nc.us](mailto:WAN-CMS@cms.k12.nc.us)) , CMBE Senior Purchasing Agent. **Technical questions will not be accepted after this date and time.** CMBE will make every effort to provide answers by **Friday, December 8, 2023, 4:00 PM**. When appropriate, questions and answers will be posted on the internet as an addendum, located under the RFP # being modified at the North Carolina electronic Vendor Portal (eVP) <https://evp.nc.gov/>.

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

## Procurement Statement of Non-Preference

It is the intent of The Charlotte-Mecklenburg Board of Education to procure a product and/or service in the size, quality, and parameters of the following specifications. Sometimes, for facilitation of bidding/quoting procedures only, a certain manufacturer, product, or vendor will be utilized to help streamline this process. However, The Charlotte-Mecklenburg Board of Education invites and encourages all other qualified bidders to submit equivalent bids/quotes. The primary purpose is to ensure that no interested party is excluded or limited from the bidding/quoting process. All bids/quotes are evaluated equally, based on the following criteria:

- Prices offered.
- The quality of the articles offered.
- The general reputation and performance capabilities of the bidders.
- The substantial conformity with the specifications and other conditions set forth in the request for bids/quotes.
- The suitability of the articles for the intended use.
- The personal or related services needed.
- Transportation charges.
- The dates of delivery and performance.
- Such other factor(s) deemed pertinent or peculiar to the purchase in question which, if controlling, shall be made a matter of record.

All bids/quotes submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of The Charlotte-Mecklenburg Board of Education.

# RFP SUBMITTING INSTRUCTIONS:

All bid responses shall be submitted electronically via the North Carolina electronic Vendor Portal (eVP) @ <https://evp.nc.gov/>. NO MAILED OR EMAIL SUBMISSIONS WILL BE ACCEPTED.

**REGISTERING WITH eVP:** All bid responses shall be submitted electronically via the North Carolina's eVP system. **You must be registered with NC's eVP to submit a bid. Register as soon as possible! It may take several days for your account to become active.**

Please go to this page to register <https://evp.nc.gov/>. A video on this process can be found at: <https://eprocurement.nc.gov/training/vendor-training/registering-evp>. Some FAQs are answered at: <https://eprocurement.nc.gov/system-tips/vendor-tips>. Please NOTE: CMS is NOT using NC eProcurement or Ariba Network.

Once you have registered and have your login and password set up, review your commodity registration. You must be registered with **UNSPSC Code 81111804 (Wide Area Network Communication Maintenance or Support)** to automatically receive email notifications of addenda and award. See this video <https://www.youtube.com/watch?v=8AP0ve3xYNw> (1:08:35 through 1:10:00).

This video <https://www.youtube.com/watch?v=8AP0ve3xYNw> (1:10:00-1:11:47) explains how to add notifications for specific email addresses and commodity codes.

Written questions shall be emailed to Anthony Becker at [WAN-CMS@cms.k12.nc.us](mailto:WAN-CMS@cms.k12.nc.us) by the date and time specified below in the schedule of events. Vendors will enter "RFP #163-10312023TB – Questions" as the subject for the email. Question submittals include a reference to the applicable RFP section and be submitted in the format shown below:

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

Questions received prior to the submission deadline date, CMS's response, and any additional terms deemed necessary by CMS will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any CMS personnel, whether made in response to a question or otherwise regarding this RFP, shall be considered authoritative or binding. Vendors shall be entitled to rely only on written material contained in an addendum to this RFP.

FINAL DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS RFP MUST BE RECEIVED NO LATER THAN THE DATE & ENTER TIME NOTED IN THE SCHEDULE OF EVENTS. THIS IS TO ALLOW CMS SUFFICIENT TIME TO ADDRESS ALL RECEIVED INQUIRIES.

**ADDENDUM:** In the event any changes to this RFP occur, the changes or corrections to this RFP will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFP or any previous addendum. CMBE is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than CMBE regarding any matters related to this bid are invalid and will have no influence on this RFP. Each addendum will be posted to NC's eVP system. **PRIOR TO SUBMITTING YOUR BID**, go to <https://evp.nc.gov/solicitations/>, in the search box key in **163-10312023TB**, click the magnifying glass, click the Solicitation Number. Any addenda will show as an additional PDF document below the bid download near the bottom of the page. Unless otherwise stated, each addendum must be acknowledged by uploading the addendum (or if provided, an addendum acknowledgement form) with your bid.

**SUBMITTING YOUR BID:** Go to <https://evp.nc.gov/solicitations/>. In the search box key in **163-10312023TB**, click the magnifying glass, click the Solicitation Number. Click Respond to Solicitation and follow the instructions. For a video on this, go to: <https://www.youtube.com/watch?v=8AP0ve3xYNw>, (1:22:50 through 1:27:00).

Submissions must be received by **Wednesday, January 10, 2024, no later than 3:00PM Eastern Standard Time (EST)**. Offerors will be required to submit the following:

- One (1) copy of the proposal submitted as a single PDF document. Accompanying documents not convertible to the PDF format may be uploaded as a separate file and must be specifically labeled.

Files should be saved in the following format:

- ***RFP\_#163-10312023TB\_Offerors Name.pdf***

Note: When uploading your proposal, please understand that the upload able file size is limited to 125MB per document. Printing the PDF document in black or grayscale (as opposed to color), reducing the resolution or splitting the file into multiple documents may prove necessary.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s).

**PUBLIC BID OPENING:** Since bid submissions will be opened electronically when they are released to the buyer by the State of North Carolina's software, the public bid will be facilitated either by a conference call or by online meeting software. Should you wish to join the public bid opening, contact the buyer at the email listed on the first page of the bid no later than 10 am the day of the bid opening. If you do not receive confirmation within the hour, please phone the buyer.

At the specified date, proposals from each responding vendor will be opened publicly and the name of the vendors and costs offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness, and, therefore, may not be an exact indicator of an offeror's pricing position.

## **SCHEDULE OF EVENTS**

Date	Event
NOVEMBER 1, 2023	<b>Posted to The State of North Carolina Interactive Purchasing System (IPS)</b>
DECEMBER 1, 2023	Questions concerning the specifications in this Request for Proposals will be received until <b>2:00 pm, December 1, 2023</b> , by e-mailing: Anthony A Becker at this RFP email address ( <a href="mailto:WAN-CMS@cms.k12.nc.us">WAN-CMS@cms.k12.nc.us</a> )
DECEMBER 8, 2023	CMBE will make every effort to provide answers by <b>Friday, December 8, 2023, 4:00 PM</b>
JANUARY 10, 2024	<b>All bid responses shall be submitted electronically via the North Carolina electronic Vendor Portal (eVP) @ <a href="https://evp.nc.gov/">https://evp.nc.gov/</a>. NO MAILED OR EMAIL SUBMISSIONS WILL BE ACCEPTED</b>

## **OVERVIEW**

Charlotte-Mecklenburg Board of Education (CMBE) is seeking proposals for a fiber-based transport service for all sites in its Wide-Area Network (WAN) for the E-Rate Year beginning July 1, 2025.

- A. The term of the multi-year contract is 3 years (July 1, 2025 - June 30, 2028) with the option for two additional one-year voluntary extensions to extend the contract to June 30, 2030.
- B. CMBE will apply for funding through the Universal Service Schools and Libraries Program, commonly known as “E-Rate”, it will procure all eligible services under the established guidelines of the program. Only proposals from E-Rate eligible service providers, as defined by FCC, will be considered.
- C. CMBE locations current bandwidths range from 1 Gbps – 40 Gbps. All circuits are scalable (1Gbps to 2 Gbps, 2 Gbps to 4 Gbps, etc. up to 40 Gbps).

## **I. OFFEROR’S REQUIREMENTS**

Charlotte-Mecklenburg Board of Education (CMBE) is seeking proposals for a fiber-based transport service for all sites in its Wide-Area Network (WAN) for the E-Rate Year beginning July 1, 2025.

- A. Transport Services shall be installed to connect all specified schools and administrative sites. Current locations and addresses are listed in **Submittal 1**, pages 13-22. All circuits are required to be scalable.
- B. Flexential Data Center, 8910 Lenox Pointe Drive, Suite A, Charlotte NC 28273, is the current main core of the WAN and requires a minimum of 10 Gbps per line, scalable to 40 Gbps per line.
- C. Selected vendor shall:
  - i. provide full duplex wide-area network services that support high quality data, video, and voice capabilities, QoS options, multicast, and other functions.
  - ii. provide wide-area network services with a Cat 6 or above, RJ-45 Ethernet customer interface to each identified location included as part of the service.
  - iii. hand offs to CMBE owned and maintained core switches should be a RJ-45 copper or Multimode fiber connection.
  - iv. provide a self-healing backbone (infrastructure) to provide service and disclose core backbone to give CMBE an understanding of provider’s backbone and ensure reliability.
  - v. identify all secondary carriers necessary for any CMBE location to make connections.
  - vi. guarantee that costs quoted are all inclusive, (including any installation, shipping, taxes, fees, etc.).
  - vii. ensure circuits meet or exceed current generally accepted and applicable industry standards. The service provider shall conduct operational tests and provide testing results to assure connectivity and specifications have been met.
  - viii. agree that if reduced rates for selected services become available during the life of the contract, new rates may be negotiated under the contract in force.

- ix. provide a locally dedicated Project Manager to be the single point of contact, coordinate the installations, track the installation schedule, and provide updates via weekly project status meetings.
  - a. Project plan should be submitted within proposal identifying milestones, contingency plans, and ability to meet the completion date requested for services for July 1, 2025.
- x. assign a local dedicated support and account team to service the CMBE account to include installation technicians, and escalation contact.
- xi. provide a local dedicated Service Manager for trouble resolution escalation who will provide updates via a monthly meeting.
  - a. All trouble tickets must be identified by a reference number from the CMBE contact.
  - b. All trouble ticket information, status & resolution will be documented and provided to the CMBE contact.
  - c. CMBE contact will be notified 3 business days prior to any scheduled outages.
  - d. Service level targets shall be Network availability 99.9%, network latency no greater than 20ms round trip.
  - e. Mean time for repair 4 hours.
  - f. The service provider will not rate limit or throttle the capacity of CMBE circuit at any time for any reason.
- xii. The system shall be monitored 7x24x365 by Network Operations Center. The service provider will provide CMBE employees access to a website tool that monitors network performance and bandwidth utilization.
- xiii. be responsible for turnkey installation, including all equipment, conduit cable, lightning protection and installation costs, required to extend service to the designated data network room.
- xiv. coordinate conduit installations with the CMBE Information Systems & Support Department. Installations will need to occur after school hours, so instructional time is not interrupted.
- xv. conform to CMBE Telecommunications Standard and Regulatory Requirements listed below. This includes any necessary county work/building permits.

**Regulatory Requirements:** The following latest editions of the industry standards are the basis for the structured cabling system described in this document. The standard listed shall be adhered to in the same manner as if they were the codes:

**TIA/EIA**

- a. Article 526, 568, 569, 606, 607

**BISCI**

- a. Telecommunications Distribution Methods Manual
- b. Cabling Installation Manual
- c. Customer-Owned Outside Plant Design Manual

**NFPA**

- a. NFPA 70 National Electric Code (NEC)

xvi. All sites shall maintain the following standards after any work being performed.

- a. Equipment and materials of the type for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory, i.e.. UL.
- b. Where equipment and materials have industry certification, labels, or standards (i.e., NEMA – National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.
- c. Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout. Materials and equipment are to be installed per industry standards and manufacturer's recommendations.
- d. The vendor is responsible for all damage to persons or property that occurs as a result of his fault, omission, or negligence in connection with the prosecution of the work. The vendor is responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- e. The vendor must remove all debris and packaging resulting from the delivery and installation of equipment and materials. The vendor must leave the premises in the same condition as found. All work areas are to be left clean and free of debris.
- f. Any damage done to the premises by the vendor, the vendor's agents, or employees will be repaired at his own expense. If the vendor fails to repair any such damages, then the Owner may affect such repairs at vendor's expense and offset any payments made by the Owner relating to such repairs against amounts payable by the Owner to the vendor.

- g. Property of the Owner, as well as any other property disturbed in the process of the work, will be restored to the original condition that existed prior to the beginning of work. Restoration shall be at the Telecommunication Contractor's expense.
- h. All cables, supports and equipment installed in the accessible ceilings shall be plenum rated. If providing conduit, conduit shall be EMT and supported independently to structure.

1. Cables not plenum rated shall be installed in EMT conduit.

- i. Provide all cores necessary and waterproof any cores to the exterior of the building.
- j. All walls shall be sleeved. Provide EMT sleeves with a 40% fill ratio.
- k. All cable shall be supported from structure. Provide independent supports that are secured to structure 4'-5' on center.
- l. Label each cable & conduit with a labeling scheme to be accepted by the Owner.
- m. Provide lightning protection on all service entrance media.
- n. Exterior aerial cabling shall be supported per code and to current industry standards.
- o. Remove all abandoned equipment and return to CMBE any item(s) requested to a location agreed upon by both parties.

- D. CMBE may, at its discretion, choose to accept all or part of a proposal, and reserves the right to make joint awards.
- E. In the event there are CMBE budget restraints, the E-Rate program is cancelled, or other reasons, CMBE reserves the right to re-negotiate costs with the selected vendor(s). This may also include canceling services and/or scaling back bandwidth without penalty to CMBE.
- F. Final authorization by CMBE for the purchase of any services, hereafter described in this document, may be contingent on the funding from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).
- G. Billable services approved for funding shall not begin until July 1, 2025.
- H. The winning bidder will provide 1 monthly invoice (all inclusive) itemized to include all awarded sites, bandwidth, monthly costs, additional costs, and total monthly charges. The invoice should also include the following.

- i. Date of invoice
- ii. Date(s) of service
- iii. Funding Request Number ("FRN")



- iv. Detailed description of services and materials that match CMBE contract specifications, Form 470 and Form 471 descriptions.
  - v. Clear, concise breakdown of amount(s) billed to CMBE.
  - vi. The invoice can be an excel spreadsheet electronically submitted to CMBE and/or a mailed invoice to the IS&S department.
- I. CMBE reserves the right to upgrade or downgrade bandwidth at specified locations based on network utilization.
  - J. CMBE requests an onsite meeting with the vendor and their legal representatives and CMBE legal representatives to assist in finalizing the contract.

## **II. E-RATE REQUIREMENTS**

Winning Offeror understands and agrees to the following E-Rate terms and conditions:

- A. Offeror shall agree to participate in the E-Rate program, and to fully cooperate with CMBE, the Universal Service Administrative Company (USAC) and any agency or organization administering the E-Rate program to ensure that CMBE receives all E-Rate funding for which it applies and to which it is entitled in connection with the Offeror's services and/or products.
- B. Offeror shall have a valid E-Rate Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).
- C. Offeror must file the FCC Form 473 Service Provider Annual Certification (SPAC) Form each year to certify they will comply with program rules and shall have a current FCC Form 473 filed at the time of the bid submittal.
- D. It is anticipated that some or all costs associated with this proposal shall be eligible for the E-Rate discount under the Federal Communications Commission (FCC) Universal Service Provision (FCC 97-157).
- E. Offeror cannot charge E-Rate applicants a price above the Lowest Corresponding Price for E-Rate Program services. ***See 47 C.F.R. § 54.511(b)***
  - a. The District is not obligated to ask for the LCP; it must receive it.
- F. Final authorization by CMBE for the purchase of any or all goods or services, hereafter described in this document, may be contingent upon the award of funding (a funding commitment decision letter) from the Schools and Libraries Division of USAC.
- G. CMBE may, at its discretion, choose to cancel its offer for the purchase of any and all goods or services requested in this bid if E-Rate funding is not approved by USAC, there is a reduction in funding, there are changes in the physical structure of a school (i.e., renovations, demolitions), or for any reason.
- H. Notification of funding may not be received until after July 1, 2025.
- I. No goods or services approved for funding shall begin prior to July 1, 2025.
- J. Offeror shall itemize the cost of E-Rate eligible and ineligible items separately.

- K. Offeror shall provide to CMBE staff within a reasonable period of time, all documentation that the Offeror has or can reasonably acquire that the CMBE may need to prepare its E-Rate applications and/or document transactions eligible for E-Rate support.
- L. CMBE will pay invoices monthly and file quarterly Billed Entity Applicant Reimbursement Form (BEAR) with USAC.
- M. Offeror must have filed an FCC Form 499 if applicable.
- N. CMBE may request the Offeror submit the FCC Form 474 Service Provider Invoice (SPI) to the Schools and Libraries Division of USAC if applicable. CMBE will receive copies of the Offeror's invoices for reconciliation purposes.
- O. Offeror shall submit the Service Certification form to the Schools and Libraries Division of USAC when applicable.

### III. **AWARD CRITERIA**

As soon as practical, after opening the Proposals, the committee will evaluate and recommend award of this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items or may award each service to individual vendors, whichever shall be considered by The Charlotte-Mecklenburg Board of Education to be most advantageous or to constitute its best interest. The CMBE is not obligated to accept the lowest cost proposal submitted by the firm with an acceptable Proposal.

While cost is the major consideration, CMBE will consider other criteria but not limited to the following in its evaluation.

<b>Factor</b>	<b>Weight</b>
Cost of the eligible services	30
Compliance with RFP specifications and submittals	15
Ineligible Cost of converting including but not limited to CMBE project managers, CMBE data operations manager, CMBE engineering support	15
Implementation plan for CMBE including schedule and equipment but not limited to	10
Prior record of vendor performance in delivering such services	10
Service Level Agreement	10
Ease of daily account management for CMBE, including but not limited to secondary carriers	10

#### **IV. SUBMISSION OF PROPOSALS**

- A. One (1) copy in electronic format (PDF)
- B. Proposals will be received until **3:00 pm on January 10, 2024**

- A. It is the applicant's responsibility to submit their proposal to Procurement Services by the specified date and time. Note the following:
  - any proposal submitted after the specified time and date will not be accepted.
  - any proposal submitted via facsimile (fax) or email will not be accepted.
- B. Since bid submissions will be opened electronically when they are released to the buyer by the State of North Carolina's software, the public bid will be facilitated either by a conference call or by online meeting software. Should you wish to join the public bid opening, contact the buyer at the email listed on the first page of the bid no later than 10 am the day of the bid opening. If you do not receive confirmation within the hour, please phone the buyer.
- C. At the specified date, proposals from each responding vendor will be opened publicly and the name of the vendors and costs offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness, and, therefore, may not be an exact indicator of an offeror's pricing position.

#### **V. PROPOSAL QUESTIONS**

Proposal questions may be submitted **until 3:00 pm, Friday, November 21, 2023**, by e-mailing Anthony A Becker (WAN-CMS@cms.k12.nc.us), CMBE Senior Purchasing Agent. Technical questions will not be accepted after this date and time. When appropriate, questions and answers will be posted on the internet as an addendum, located under the RFP # 163-10312023TB being modified at <https://evp.nc.gov/>

#### **VI. CLARIFICATION OF PROPOSALS**

- A. Qualified proposals will be evaluated, and acceptance made based on the best value offered to the Charlotte-Mecklenburg Schools.
- B. Proposals will be evaluated according to completeness, content, and total cost. Total cost includes vendor pricing as well as any installation costs and taxes incurred if applicable incurred by CMBE to implement the proposed network.
- C. The Charlotte-Mecklenburg Board of Education may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/service proposed, and the offeror shall furnish to the Charlotte-Mecklenburg Board of Education all such information and data for this purpose as may be requested.

- D. The Charlotte-Mecklenburg Board of Education reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fail to satisfy the Charlotte-Mecklenburg Board of Education that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- E. The Charlotte-Mecklenburg Board of Education reserves the right to negotiate with any offeror per G.S. 143-129.8 and 143.135.9 "Best Value" information technology procurements.
- F. This proposal does not commit the Charlotte-Mecklenburg Board of Education to award a contract or pay costs incurred in the preparation of this proposal.
- G. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
- H. The Charlotte-Mecklenburg Board of Education reserves the right to accept any offer or to reject all offers with or without cause.

## **VII.SUMMARY OF COSTS (Submittal #1)**

- A. The table below lists September 2019 locations with address information.  
PLEASE NOTE THAT SITE, BANDWIDTH AND/OR ADDRESS CHANGES MAY OCCUR PRIOR TO JULY 1, 2025. For each location specify the **Per Month Cost**.

	Entity Number	Entity Name		Address	City	County	State	Zipcode	Latitude	Longitude	Annex List
1	17023432	Admin - Collinswood	1Gig	4000 Applegate Road	Charlotte	Mecklenburg	NC	28209			
2	17027967	Admin - E. E. Waddell	1Gig	7030 Nations Ford Road	Charlotte	Mecklenburg	NC	28217	35.154093	-80.897598	
3	17022501	Admin - Tyvola Road	1Gig	756 Tyvola Road	Charlotte	Mecklenburg	NC	28217	35.163425	-80.883108	
4	29252	Albemarle Road Elem Sch	1Gig	7800 Riding Trail Rd	Charlotte	Mecklenburg	NC	28212	35.197161	-80.729483	
5	29251	Albemarle Road Middle School	1Gig	6900 Democracy Dr	Charlotte	Mecklenburg	NC	28212	35.198803	-80.72936	
6	29239	Alexander Graham Middle Sch	1Gig	1800 Runnymede Ln	Charlotte	Mecklenburg	NC	28211	35.166814	-80.832923	
7	29205	Allenbrook Elementary School	1Gig	1430 Allenbrook Dr	Charlotte	Mecklenburg	NC	28208	35.261705	-80.915112	
8	16033784	Ardrey Kell High School	2Gig	10220 Ardrey Kell Rd	Charlotte	Mecklenburg	NC	28277	35.029164	-80.826899	
9	29209	Ashley Park Pre K-8 School	1Gig	2401 Belfast Dr	Charlotte	Mecklenburg	NC	28208	35.232769	-80.891217	
10	16033786	Bailey Middle School	1Gig	11900 Bailey Rd	Cornelius	Mecklenburg	NC	28031	35.466604	-80.839467	
11	29303	Bain Elementary School	1Gig	11540 Bain School Rd	Mint Hill	Mecklenburg	NC	28227	35.173274	-80.649608	
12	16044098	Ballantyne Elementary School	1Gig	15425 Scholastic Dr	Charlotte	Mecklenburg	NC	28277	35.037314	-80.856068	
13	16044100	Barnette Elementary School	1Gig	13659 Beatties Ford Rd	Huntersville	Mecklenburg	NC	28078	35.399599	-80.925017	
14	17032864	Beau Riley Elementary	1Gig	11000 Beau Riley Rd	Charlotte	Mecklenburg	NC	28277	35.027265	-80.828106	
15	16049465	Berewick Elementary School	1Gig	5910 Dixie River Rd	Charlotte	Mecklenburg	NC	28278	35.175142	-80.978687	
16	29218	Berryhill School	1Gig	10501 Windy Grove Rd	Charlotte	Mecklenburg	NC	28278	35.212483	-80.990555	
17	29231	Beverly Woods Elem School	1Gig	6001 Quail Hollow Rd	Charlotte	Mecklenburg	NC	28210	35.131326	-80.83718	
18	29195	Billingsville Elem School	1Gig	124 Skyland Ave	Charlotte	Mecklenburg	NC	28205	35.19643	-80.809541	
19	203068	Blythe Elementary School	1Gig	12202 Hambright Rd	Huntersville	Mecklenburg	NC	28078	35.376419	-80.83524	
20	29272	Briarwood Academy	1Gig	1001 Wilann Dr	Charlotte	Mecklenburg	NC	28215	35.251835	-80.765549	
21	16025483	Bruns Avenue Elem School	1Gig	501 S Bruns Ave	Charlotte	Mecklenburg	NC	28208	35.238912	-80.864746	
22	16020157	Building Services	1Gig	3301 Stafford Drive	Charlotte	Mecklenburg	NC	28208	35.237465	-80.927431	
23	29025	Butler High School	2Gig	1810 Matthews Mint Hill Rd	Matthews	Mecklenburg	NC	28105	35.120552	-80.691217	
24	29298	Carmel Middle School	1Gig	5001 Camilla Dr	Charlotte	Mecklenburg	NC	28226	35.12884	-80.804539	
25	16063573	Cato Middle College High Sch	1Gig	8120 Grier Rd	Charlotte	Mecklenburg	NC	28215	35.264761	-80.731204	
26	29192	Chantilly Montessori School	1Gig	701 Briar Creek Rd	Charlotte	Mecklenburg	NC	28205	35.207784	-80.800515	
27	29216	Charles H. Parker Academic Center	1Gig	1546 Walton Rd	Charlotte	Mecklenburg	NC	28208	35.211871	-80.889671	

28	17016281	Charlotte East Language Acad	1Gig	6108 Wilora Lake Road	Charlotte	Mecklenburg	NC	28212	35.208697	-80.746881	
29	16077830	Charlotte Engineering Early College	1Gig	9000 Robert Snyder Rd	Charlotte	Mecklenburg	NC	28262	35.308871	-80.744053	
30	29175	Charlotte-Mecklenburg Acad	1Gig	5833 Millhaven Lane	Charlotte	Mecklenburg	NC	28269	35.33668	-80.71941	
31	16052812	Charlotte-Mecklenburg Government Center	1Gig	600 East 4th Street	Charlotte	Mecklenburg	NC	28202	35.221242	-80.83958	
32	16061093	Charlotte-Mecklenburg Schools Data Center li	20Gig	8910 Lenox Pointe Drive	Charlotte	Mecklenburg	NC	28273	35.135408	-80.936955	
33	16061093	Charlotte-Mecklenburg Schools Data Center li	20Gig	8910 Lenox Pointe Drive	Charlotte	Mecklenburg	NC	28273	35.135408	-80.936955	
34	16061093	Charlotte-Mecklenburg Schools Data Center li	20Gig	8910 Lenox Pointe Drive	Charlotte	Mecklenburg	NC	28273	35.135408	-80.936955	
35	16061093	Charlotte-Mecklenburg Schools Data Center li	10Gig	8910 Lenox Pointe Drive	Charlotte	Mecklenburg	NC	28273	35.135408	-80.936955	
36	16061093	Charlotte-Mecklenburg Schools Data Center li	10Gig	8910 Lenox Pointe Drive	Charlotte	Mecklenburg	NC	28273	35.135408	-80.936955	
37	16080892	Charlotte-Mecklenburg Schools Education Center - 4335	2Gig	4335 Stuart Andrew Boulevard	Charlotte	Mecklenburg	NC	28217	35.188248	-80.888955	
38	16080896	Charlotte-Mecklenburg Schools Education Center - 4339	1Gig	4339 Stuart Andrew Boulevard	Charlotte	Mecklenburg	NC	28217	35.187705	-80.88844	
39	16077836	Charlotte-Mecklenburg Schools Education Center - 4421	4Gig	4421 Stuart Andrew Blvd	Charlotte	Mecklenburg	NC	28217	35.187102	-80.889219	
40	17013071	Charlotte-Mecklenburg Virtual High School	1Gig	1900 Newcastle Street	Charlotte	Mecklenburg	NC	28216	35.259114	-80.84263	
41	29302	Clear Creek Elementary School	1Gig	13501 Albemarle Rd	Charlotte	Mecklenburg	NC	28227	35.223696	-80.625258	
42	29273	Cochrane Collegiate Academy	1Gig	6200 Starhaven Dr	Charlotte	Mecklenburg	NC	28215	35.24644	-80.75028	
43	29226	Collinswood Language Academy	1Gig	5621 Flagstaff Dr	Charlotte	Mecklenburg	NC	28210	35.161238	-80.871442	
44	16025480	Community House Middle School	1Gig	9500 Community House Rd	Charlotte	Mecklenburg	NC	28277	35.035856	-80.823601	
45	28904	Cornelius Elementary School	1Gig	21126 Catawba Ave	Cornelius	Mecklenburg	NC	28031	35.481845	-80.863912	
46	29238	Cotswold Elementary School	1Gig	300 Greenwich Rd	Charlotte	Mecklenburg	NC	28211	35.179362	-80.797461	
47	29263	Coulwood Stem Academy	1Gig	500 Kentberry Dr	Charlotte	Mecklenburg	NC	28214	35.304205	-80.944732	
48	203070	Crestdale Middle School	1Gig	940 Sam Newell Rd	Matthews	Mecklenburg	NC	28105	35.128567	-80.718013	
49	16044102	Croft Community School	1Gig	4911 Hucks Rd	Charlotte	Mecklenburg	NC	28269	35.346831	-80.805451	
50	29030	Crown Point Elementary School	1Gig	3335 Sam Newell Rd	Matthews	Mecklenburg	NC	28105	35.159987	-80.715051	
51	29319	David Cox Road Elementary School	1Gig	4215 David Cox Rd	Charlotte	Mecklenburg	NC	28269	35.336565	-80.800904	
52	28916	Davidson K-8 School	1Gig	635 South St	Davidson	Mecklenburg	NC	28036	35.489737	-80.848305	
53	29274	Devonshire Elementary School	1Gig	6500 Barrington Dr	Charlotte	Mecklenburg	NC	28215	35.245259	-80.745853	

54	29167	Dilworth Elementary School Latta Campus	1Gig	405 E Park Ave	Charlotte	Mecklenburg	NC	28203	35.211354	-80.851491	<a href="#">Annex List</a>
55	29221	Dilworth Elementary School Sedgefield Campus	1Gig	715 Hartford Ave	Charlotte	Mecklenburg	NC	28209	35.190387	-80.863713	
56	17013070	Dorothy J. Vaughan Academy Of Technology	1Gig	8601 Old Concord Rd	Charlotte	Mecklenburg	NC	28213	35.285543	-80.733643	
57	29198	Druid Hills Academy	1Gig	2801 Lucena St	Charlotte	Mecklenburg	NC	28206	35.257509	-80.824879	
58	29256	East Mecklenburg High School	2Gig	6800 Monroe Rd	Charlotte	Mecklenburg	NC	28212	35.175881	-80.757363	
59	29240	Eastover Elementary School	1Gig	500 Cherokee Rd	Charlotte	Mecklenburg	NC	28207	35.196573	-80.821349	
60	29189	Eastway Middle School	1Gig	1501 Norland Rd	Charlotte	Mecklenburg	NC	28205	35.210737	-80.777243	
61	29029	Elizabeth Lane Elementary School	1Gig	121 Elizabeth Ln	Matthews	Mecklenburg	NC	28105	35.11307	-80.747223	
62	29172	Elizabeth Traditional Elementary School	1Gig	1601 Park Dr	Charlotte	Mecklenburg	NC	28204	35.215611	-80.825823	
63	16044101	Elon Park Elementary School	1Gig	11425 Ardrey Kell Rd	Charlotte	Mecklenburg	NC	28277	35.022834	-80.843461	
64	231541	Endhaven Elementary School	1Gig	6815 Endhaven Ln	Charlotte	Mecklenburg	NC	28277	35.066821	-80.83548	
65	17032862	Farm Pond Elementary	1Gig	5932 Farm Pond Ln	Charlotte	Mecklenburg	NC	28212	35.197602	-80.740081	
66	29165	First Ward Creative Arts Academy	1Gig	715 N Caldwell St	Charlotte	Mecklenburg	NC	28202	35.229108	-80.832275	
67	203069	Francis Bradley Middle School	1Gig	13345 Beatties Ford Rd	Huntersville	Mecklenburg	NC	28078	35.3978	-80.926168	
68	29177	Garinger High School	2Gig	1100 Eastway Dr	Charlotte	Mecklenburg	NC	28205	35.241119	-80.781965	<a href="#">Annex List</a>
69	29308	Governors Village Stem Academy (Lower)	1Gig	7910 Neal Rd	Charlotte	Mecklenburg	NC	28262	35.298792	-80.774948	
70	16055548	Grand Oak Elementary School	1Gig	15410 Stumptown Rd	Huntersville	Mecklenburg	NC	28078	35.427383	-80.872292	
71	16020518	Graphic Production Center	1Gig	3905 Craig Avenue	Charlotte	Mecklenburg	NC	28211	35.187667	-80.78257	
72	29258	Greenway Park Elementary School	1Gig	8301 Monroe Rd	Charlotte	Mecklenburg	NC	28212	35.157393	-80.745946	
73	29208	Harding University High School	2Gig	2001 Alleghany St	Charlotte	Mecklenburg	NC	28208	35.235664	-80.903185	<a href="#">Annex List</a>
74	16080898	Harper Middle College High School	1Gig	315 W Hebron St	Charlotte	Mecklenburg	NC	28273	35.129643	-80.895612	
75	203075	Hawk Ridge Elementary School	1Gig	9201 Bryant Farms Rd	Charlotte	Mecklenburg	NC	28277	35.043555	-80.825096	
76	16044091	Hawthorne Academy Of Health Sciences	1Gig	1411 Hawthorne Ln	Charlotte	Mecklenburg	NC	28205	35.228444	-80.814792	<a href="#">Annex List</a>
77	29276	Hickory Grove Elementary School	1Gig	6709 Pence Rd	Charlotte	Mecklenburg	NC	28215	35.226193	-80.716867	
78	29259	Hidden Valley Elementary School	1Gig	5100 Snow White Ln	Charlotte	Mecklenburg	NC	28213	35.268156	-80.784279	
79	16033787	Highland Creek Elementary School	1Gig	7242 Highland Creek Pkwy	Charlotte	Mecklenburg	NC	28269	35.377352	-80.761771	

80	29178	Highland Mill Montessori Elementary School	1Gig	3201 Clemson Ave	Charlotte	Mecklenburg	NC	28205	35.243145	-80.804795	
81	220864	Highland Renaissance Academy	1Gig	125 W Craighead Rd	Charlotte	Mecklenburg	NC	28206	35.255639	-80.803383	
82	221099	Hopewell High School	2Gig	11530 Beatties Ford Rd	Huntersville	Mecklenburg County	NC	28078	35.379198	-80.910911	
83	29280	Hornets Nest Elementary School	1Gig	6700 Beatties Ford Rd	Charlotte	Mecklenburg	NC	28216	35.324731	-80.865288	
84	28965	Huntersville Elementary School	1Gig	200 Gilead Rd	Huntersville	Mecklenburg	NC	28078	35.412829	-80.847988	
85	29235	Huntingtowne Farms Elementary School	1Gig	2520 Huntingtowne Farms Ln	Charlotte	Mecklenburg	NC	28210	35.132745	-80.860104	
86	29253	Idlewild Elementary School	1Gig	7101 Idlewild Rd	Charlotte	Mecklenburg	NC	28212	35.186939	-80.743392	
87	29301	Independence High School	2Gig	1967 Patriot Dr	Charlotte	Mecklenburg	NC	28227	35.197244	-80.687439	
88	222135	Information Systems & Support	1Gig	1230 Alleghany Street	Charlotte	Mecklenburg	NC	28208	35.238288	-80.890467	
89	16020519	Inventory & Distribution Management - Hovis Road Warehouse	1Gig	5401 Hovis Rd	Charlotte	Mecklenburg	NC	28208	35.273915	-80.899042	
90	29163	Irwin Academic Center	1Gig	329 N Irwin Ave	Charlotte	Mecklenburg	NC	28202	35.237676	-80.850214	
91	29277	J.H. Gunn Elementary School	1Gig	7400 Harrisburg Rd	Charlotte	Mecklenburg	NC	28215	35.21756	-80.686236	
92	28974	J.M. Alexander Middle School	1Gig	12010 Hambright Rd	Huntersville	Mecklenburg	NC	28078	35.376015	-80.838052	
93	16034519	J.V. Washam Elementary School	1Gig	9611 Westmoreland Rd	Cornelius	Mecklenburg	NC	28031	35.46418	-80.867668	
94	203072	James Martin Middle School	1Gig	6301 University Pointe Boulevard	Charlotte	Mecklenburg	NC	28262	35.296834	-80.759491	
95	226794	Jay M. Robinson Middle School	1Gig	5925 Ballantyne Commons Pkwy	Charlotte	Mecklenburg	NC	28277	35.063211	-80.784243	
96	17012713	John Taylor Williams Secondary Montessori	1Gig	2400 Carmine St	Charlotte	Mecklenburg	NC	28206	35.266835	-80.841997	
97	221094	Joseph W. Grier Academy	1Gig	8330 Grier Rd	Charlotte	Mecklenburg	NC	28215	35.267237	-80.725976	
98	29310	Julius L. Chambers High School	2Gig	7600 IBM Dr	Charlotte	Mecklenburg	NC	28262	35.300194	-80.769615	
99	29327	Kennedy Middle School	1Gig	4000 Gallant Ln	Charlotte	Mecklenburg	NC	28273	35.153393	-80.955958	
100	29329	Lake Wylie Elementary School	1Gig	13620 Erwin Rd	Charlotte	Mecklenburg	NC	28273	35.115389	-80.971689	
101	29324	Lansdowne Elementary School	1Gig	6400 Prett Ct	Charlotte	Mecklenburg	NC	28270	35.143069	-80.78208	
102	16079499	Lawrence Orr Elementary School	1Gig	4835 Shamrock Dr	Charlotte	Mecklenburg	NC	28215	35.225878	-80.743961	
103	29304	Lebanon Road Elementary School	1Gig	7300 Lebanon Rd	Mint Hill	Mecklenburg	NC	28227	35.184107	-80.689473	
104	16075591	Levine Middle College High School	1Gig	2800 Campus Ridge Rd	Matthews	Mecklenburg	NC	28105	35.106532	-80.693912	
105	17032010	Lift Academy	1Gig	1400 North Graham Street	Charlotte	Mecklenburg	NC	28206	35.241572	-80.833815	
106	28975	Long Creek Elementary School	1Gig	9213-A Beatties Ford Rd	Huntersville	Mecklenburg County	NC	28078	35.349333	-80.891143	



107	29314	Mallard Creek Elementary School	1Gig	9801 Mallard Creek Rd	Charlotte	Mecklenburg	NC	28262	35.33543	-80.774148	
108	16038067	Mallard Creek High School	2Gig	3825 Johnston Oehler Rd	Charlotte	Mecklenburg	NC	28269	35.365388	-80.7699	
109	29169	Marie G. Davis	1Gig	3351 Griffith St	Charlotte	Mecklenburg	NC	28203	35.202379	-80.876676	
110	231540	Martin Luther King, Jr. Middle School	1Gig	500 Bilmark Ave	Charlotte	Mecklenburg	NC	28213	35.263278	-80.780218	
111	29027	Matthews Elementary School	1Gig	200 East Mcdowell St	Matthews	Mecklenburg	NC	28105	35.112211	-80.722765	
112	29331	Mcalpine Elementary School	1Gig	9100 Carswell Ln	Charlotte	Mecklenburg	NC	28277	35.081896	-80.829197	
113	29254	Mcclintock Middle School	1Gig	1925 Rama Rd	Charlotte	Mecklenburg	NC	28212	35.180764	-80.768264	
114	29321	Mckee Road Elementary School	1Gig	4101 Mckee Rd	Charlotte	Mecklenburg	NC	28270	35.068154	-80.754907	
115	17011883	Merancas Middle College - Cpcc	1Gig	12010 Verhoeff Dr	Huntersville	Mecklenburg	NC	28078	35.393561	-80.840812	
116	209044	Merry Oaks International Academy	1Gig	3508 Draper Ave	Charlotte	Mecklenburg	NC	28205	35.220159	-80.782595	
117	29166	Metro School	1Gig	405 S Davidson St	Charlotte	Mecklenburg County	NC	28202	35.219381	-80.842281	
118	17031138	Mint Hill Elementary School	1Gig	11615 Idlewild Rd	Matthews	Mecklenburg	NC	28105	35.149792	-80.6988	
119	231542	Mint Hill Middle School	1Gig	11501 Idlewild Rd	Matthews	Mecklenburg	NC	28105	35.153734	-80.696045	
120	29230	Montclair Elementary School	1Gig	5801 Farmbrook Dr	Charlotte	Mecklenburg	NC	28210	35.15209	-80.866655	
121	226798	Mountain Island Lake Academy	1Gig	7905 Pleasant Grove Rd	Charlotte	Mecklenburg	NC	28216	35.30804	-80.928356	
122	29220	Myers Park High School	2Gig	2400 Colony Rd	Charlotte	Mecklenburg	NC	28209	35.170304	-80.833549	
123	29202	Myers Park Traditional Elementary School	1Gig	2132 Radcliffe Ave	Charlotte	Mecklenburg	NC	28207	35.190656	-80.834289	
124	29291	Nations Ford Elementary School	1Gig	7050 Nations Ford Rd	Charlotte	Mecklenburg	NC	28217	35.154014	-80.897615	
125	29077	Newell Elementary School	1Gig	325 Rocky River Rd W	Charlotte	Mecklenburg	NC	28213	35.286749	-80.753256	
126	17032011	Niner University Elementary	1Gig	2414 Lester Street	Charlotte	Mecklenburg	NC	28208			
127	17027965	North Academy Of World Languages	1Gig	12201 Hambright Road	Huntersville	Mecklenburg	NC	28078	35.378702	-80.835596	
128	28973	North Mecklenburg High School	2Gig	11201 Old Statesville Rd	Huntersville	Mecklenburg	NC	28078	35.372842	-80.833629	
129	29248	Northeast Middle School	1Gig	5960 Brickstone Dr	Mint Hill	Mecklenburg	NC	28227	35.198088	-80.691912	
130	29271	Northridge Middle School	1Gig	7601 The Plaza	Charlotte	Mecklenburg	NC	28215	35.259983	-80.730211	
131	29285	Northwest School Of The Arts	2Gig	1415 Beatties Ford Rd	Charlotte	Mecklenburg	NC	28216	35.256825	-80.856305	
132	29279	Oakdale Elementary School	1Gig	1825 Oakdale Rd	Charlotte	Mecklenburg	NC	28216	35.300444	-80.89703	
133	29196	Oakhurst Steam Academy	1Gig	4511 Monroe Rd	Charlotte	Mecklenburg	NC	28205	35.194809	-80.784122	
134	29212	Oaklawn Language Academy	1Gig	1810 Oaklawn Ave	Charlotte	Mecklenburg	NC	28216	35.251066	-80.850123	
135	29294	Olde Providence Elementary School	1Gig	3800 Rea Rd	Charlotte	Mecklenburg	NC	28226	35.110659	-80.798528	

136	16050393	Olympic High School	2Gig	4301 Sandy Porter Rd	Charlotte	Mecklenburg	NC	28273	35.15797	-80.952379	<a href="#">Annex List</a>
137	17031139	Palisades High School	2Gig	14947 York Rd	Charlotte	Mecklenburg	NC	28278	35.092808	-81.020005	
138	16055549	Palisades Park Elementary School	1Gig	15321 York Rd	Charlotte	Mecklenburg	NC	28278	35.094024	-81.025601	
139	29223	Park Road Montessori School	1Gig	3701 Haven Dr	Charlotte	Mecklenburg	NC	28209	35.177742	-80.848753	
140	16079498	Parkside Elementary School	1Gig	2945 Johnston-Oehler Rd	Charlotte	Mecklenburg	NC	28269	35.360814	-80.761021	
141	29264	Paw Creek Elementary School	1Gig	1300 Cathey Rd	Charlotte	Mecklenburg	NC	28214	35.291126	-80.945291	
142	16038065	Performance Learning Center	1Gig	2300 W Sugar Creek Rd	Charlotte	Mecklenburg	NC	28262	35.295016	-80.796576	
143	226796	Phillip O. Berry Academy Of Technology	2Gig	1430 Alleghany St	Charlotte	Mecklenburg	NC	28208	35.239049	-80.891718	
144	29171	Piedmont Middle School	1Gig	1241 E 10th St	Charlotte	Mecklenburg	NC	28204	35.223095	-80.824142	
145	29089	Pineville Elementary School	1Gig	204 Lowry St	Pineville	Mecklenburg	NC	28134	35.081995	-80.887782	
146	29228	Pinewood Elementary School	1Gig	805 Seneca Place	Charlotte	Mecklenburg	NC	28210	35.166018	-80.864317	
147	29250	Piney Grove Elementary School	1Gig	8801 Eaglewind Dr	Charlotte	Mecklenburg	NC	28212	35.173359	-80.730872	
148	17032863	Plaza Elementary	1Gig	7515 The Plaza	Charlotte	Mecklenburg	NC	28215	35.258719	-80.73129	
149	16038066	Polo Ridge Elementary School	1Gig	11830 Tom Short Rd	Charlotte	Mecklenburg	NC	28277	35.046049	-80.796913	
150	16072081	Project Lift Academy	1Gig	2324 Lasalle St	Charlotte	Mecklenburg	NC	28216	35.263117	-80.856006	
151	29320	Providence High School	2Gig	1800 Pineville-Matthews Rd	Charlotte	Mecklenburg	NC	28270	35.110196	-80.763537	
152	226800	Providence Spring Elementary School	1Gig	10045 Providence Church Ln	Charlotte	Mecklenburg	NC	28277	35.072758	-80.769861	
153	29233	Quail Hollow Middle School	1Gig	2901 Smithfield Church Rd	Charlotte	Mecklenburg	NC	28210	35.113482	-80.853703	
154	29246	Rama Road Elementary School	1Gig	1035 Rama Rd	Charlotte	Mecklenburg	NC	28211	35.169547	-80.772033	
155	29237	Randolph Middle School	1Gig	4400 Water Oak Rd	Charlotte	Mecklenburg	NC	28211	35.184135	-80.794525	
156	29316	Ranson Middle School	1Gig	5850 Statesville Rd	Charlotte	Mecklenburg	NC	28269	35.300437	-80.839091	
157	17023187	Rea Farms Steam Academy	1Gig	11532 Golf Links Drive	Charlotte	Mecklenburg	NC	28277	35.054426	-80.778918	
158	29278	Reedy Creek Elementary School	1Gig	10801 Plaza Road Ext	Charlotte	Mecklenburg	NC	28215	35.260172	-80.684619	
159	29215	Reid Park Academy	1Gig	4108 W Tyvola Rd	Charlotte	Mecklenburg	NC	28208	35.204946	-80.90523	
160	17011505	Renaissance West Steam Academy	1Gig	3241 New Renaissance Way	Charlotte	Mecklenburg	NC	28208	35.207911	-80.920825	
161	16049464	Ridge Road Middle School	1Gig	7260 Highland Creek Pkwy	Charlotte	Mecklenburg	NC	28269	35.376377	-80.761823	
162	16049468	River Gate Elementary School	1Gig	15340 Smith Rd	Charlotte	Mecklenburg	NC	28273	35.087376	-80.97774	
163	16049466	River Oaks Academy	1Gig	1015 Mt Holly-Huntersville Rd	Charlotte	Mecklenburg	NC	28214	35.307696	-80.978732	
164	16055172	Rocky River High School	2Gig	10505 Clear Creek Commerce Drive	Mint Hill	Mecklenburg	NC	28227	35.218391	-80.64222	

165	29219	Sedgefield Middle School	1Gig	2700 Dorchester Pl	Charlotte	Mecklenburg	NC	28209	35.197276	-80.85549	
166	16020156	Selwyn Elementary School	1Gig	2840 Colony Rd	Charlotte	Mecklenburg	NC	28211	35.16777	-80.834802	
167	29182	Shamrock Gardens Elementary School	1Gig	3301 Country Club Dr	Charlotte	Mecklenburg	NC	28205	35.233947	-80.788413	
168	29244	Sharon Elementary School	1Gig	4330 Foxcroft Rd	Charlotte	Mecklenburg	NC	28211	35.153034	-80.817365	
169	16068883	Smith Family Center	1Gig	1601 Tyvola Road	Charlotte	Mecklenburg	NC	28210	35.163425	-80.870815	
170	29234	Smithfield Elementary School	1Gig	3200 Smithfield Church Rd	Charlotte	Mecklenburg	NC	28210	35.110237	-80.85135	
171	29229	South Academy Of International Languages	1Gig	8300 Nations Ford Rd	Charlotte	Mecklenburg	NC	28217	35.140243	-80.895203	
172	29333	South Charlotte Middle School	1Gig	8040 Strawberry Ln	Charlotte	Mecklenburg	NC	28277	35.090589	-80.799243	
173	29236	South Mecklenburg High School	2Gig	8900 Park Rd	Charlotte	Mecklenburg	NC	28210	35.109549	-80.859478	
174	17027966	South Pine Academy	1Gig	2541 Sandy Porter Rd	Charlotte	Mecklenburg	NC	28273	35.137084	-80.942365	
175	226802	Southwest Middle School	1Gig	13624 Steele Creek Rd	Charlotte	Mecklenburg	NC	28273	35.1079	-80.989347	
176	16069364	Spaugh Administrative Center	1Gig	1901 Herbert Spaugh Ln	Charlotte	Mecklenburg	NC	28208	35.231694	-80.886084	
177	16080902	Starmount Academy Of Excellence	1Gig	1600 Brookdale Ave	Charlotte	Mecklenburg	NC	28210	35.139542	-80.870518	
178	29315	Statesville Road Elementary School	1Gig	5521 Milhaven Ln	Charlotte	Mecklenburg	NC	28269	35.296022	-80.845118	
179	29326	Steele Creek Elementary School	1Gig	4100 Gallant Ln	Charlotte	Mecklenburg	NC	28273	35.157106	-80.955702	
180	29088	Sterling Elementary School	1Gig	9601 China Grove Church Rd	Pineville	Mecklenburg	NC	28134	35.107564	-80.884733	
181	16049467	Stoney Creek Elementary School	1Gig	14015 Mallard Roost Rd	Charlotte	Mecklenburg	NC	28262	35.348241	-80.725558	
182	29206	Thomasboro Academy	1Gig	538 Bradford Dr	Charlotte	Mecklenburg	NC	28208	35.25541	-80.898624	
183	29307 Annex of Trng Pt	Thompson Center	1Gig	6800 Saint Perter's Lane	Matthews		NC	28105			
184	16033782	Torrence Creek Elementary School	1Gig	14550 Ranson Rd	Huntersville	Mecklenburg	NC	28078	35.412095	-80.872589	
185	16021639	Transportation - Garinger Area	1Gig	6520 Orr Road	Charlotte	Mecklenburg	NC	28213	35.26207	-80.754332	
186	16020540	Transportation - Harding Area	1Gig	3101 Wilkinson Boulevard	Charlotte	Mecklenburg	NC	28208	35.223308	-80.891821	
187	16020536	Transportation - Olympic Area	1Gig	11751 Downs Road	Pineville	Mecklenburg	NC	28134	35.104652	-80.907798	
188	16020538	Transportation - West Charlotte Area	1Gig	4400 Northpointe Industrial Blvd	Charlotte	Mecklenburg	NC	28216	35.28082	-80.87153	
189	16078178	Trillium Springs Montessori School	1Gig	9213 Beatties Ford Rd	Huntersville	Mecklenburg	NC	28078	35.349333	-80.891143	
190	29269	Tuckaseegee Elementary School	1Gig	2028 Little Rock Rd	Charlotte	Mecklenburg	NC	28214	35.249455	-80.94077	
191	29307	Turning Point Academy High School	1Gig	8701 Moores Chapel Rd	Charlotte	Mecklenburg	NC	28214	35.273906	-80.950573	<a href="#">Annex List</a>

192	29312	University Meadows Elementary School	1Gig	1600 Pavilion Blvd	Charlotte	Mecklenburg	NC	28262	35.315458	-80.714526	
193	29283	University Park Creative Arts School	1Gig	2400 Hildebrand St	Charlotte	Mecklenburg	NC	28216	35.260939	-80.859206	
194	17016280	Villa Heights Elementary	1Gig	800 Everett Place	Charlotte	Mecklenburg	NC	28205	35.236784	-80.812766	
195	220865	Walter G. Byers School	1Gig	1415 Hamilton St	Charlotte	Mecklenburg	NC	28206	35.244113	-80.841868	
196	29282	West Charlotte High School	2Gig	2219 Senior Dr	Charlotte	Mecklenburg	NC	28216	35.265575	-80.858464	<a href="#">Annex List</a>
197	29267	West Mecklenburg High School	2Gig	7400 Tuckaseegee Rd	Charlotte	Mecklenburg	NC	28214	35.247264	-80.952873	<a href="#">Annex List</a>
198	29207	Westerly Hills Academy	1Gig	4420 Denver Ave	Charlotte	Mecklenburg	NC	28208	35.231784	-80.911538	
199	16044099	Whitewater Academy	1Gig	11600 White Rapids Rd	Charlotte	Mecklenburg County	NC	28214	35.28304	-80.98909	
200	16049463	Whitewater Middle School	1Gig	10201 Running Rapids Rd	Charlotte	Mecklenburg County	NC	28214	35.28504	-80.99252	
201	16055171	William Amos Hough High School	2Gig	12420 Bailey Rd	Cornelius	Mecklenburg	NC	28031	35.468116	-80.828131	
202	17016279	Wilson Stem Academy	1Gig	7020 Tuckaseegee Road	Charlotte	Mecklenburg	NC	28214	35.249473	-80.945733	
203	29318	Winding Springs Elementary School	1Gig	6601 Horace Mann Rd	Charlotte	Mecklenburg	NC	28269	35.306503	-80.828704	
204	29185	Windsor Park Elementary School	1Gig	3910 Sudbury Rd	Charlotte	Mecklenburg	NC	28205	35.223308	-80.759412	
205	16033785	Winget Park Elementary School	1Gig	12235 Winget Rd	Charlotte	Mecklenburg	NC	28278	35.134018	-81.001994	
206	29190	Winterfield Elementary School	1Gig	3100 Winterfield Pl	Charlotte	Mecklenburg	NC	28205	35.208093	-80.766898	

B. Provide costs for the installation, upgrade, downgrading and disconnection of a data line. The installation costs are for new data lines that may be added during the term of the contract. They are not for existing locations identified in section VIII, "A" above. These costs include any future CMBE construction.

- the **Initial Installation Cost** for the required service. The installation cost must include all hardware, software, physical connections, and any other related costs (i.e.. taxes and fees) for a complete installation and all related one-time costs.

#	Item	Cost
1	Installation Cost for a New 10 Gbps Dataline.	
2	Installation Cost for a New 4 Gbps Dataline.	
3	Installation Cost for a New 2 Gbps Dataline	
4	Installation Cost for a New 1 Gbps Dataline	
5	Equipment Cost for any CMBE location	
6	Upgrade Site Cost	
7	Downgrade Site Cost	
8	Disconnect Site Cost	
9	Reconnection Site Cost	

C. Designate which services in the proposal are E-Rate eligible. Provide all ineligible costs below.

#	Ineligible Item	Ineligible Cost

> **End of items in this section.**

## IX. SERVICE RESPONSES (Submittal #2)

Respond to each item below in the space provided or on separate sheets in question number order. If necessary, enclose additional information or documentation on separate sheets.

1. Describe applicable Service Level Agreements (SLA) which should include but not be limited to, availability objectives, incident severity classifications and definitions, response times, and resolution times. Describe how the metrics in the SLA are measured and reported.
2. Define consideration and/or credits to be applied if guarantee terms and availability targets are not achieved.
3. Describe the procedures in place for outages, what was the longest Network outage affecting multiple sites within the past 12 months? What was the impact to the customers?
4. Describe the procedures in place for single site outages, what was the longest single site outage within the past 12 months? What was the impact to the customer?
5. Describe system and network support services to include management reports and maintenance services, operational hours, business repair facilities, and response times.
6. Describe problem escalation procedures including providing status information and problem resolution timeframes to the customer.
7. Describe the account team (administrative and technical support) that would be assigned to service the CMBE account. Include escalation list for the account team with names, telephone numbers, and email addresses.
8. Provide 3 references similar in size, scale, function, and character to the proposed network.
9. Provide proof of ownership, or leasing provisions, for cabling facilities infrastructure, distribution facilities, switching equipment, and associated hardware.
10. Are subcontractors used as technical resources for either support or installation? If yes, provide technical certifications.

➤ ***End of items in this section.***

## **X. TECHNICAL RESPONSES (Submittal #3)**

Respond to each item below in the space provided. If necessary, enclose additional information or documentation.

1. Identify any new construction, permits, and easements that will be required.
2. Outline approach and timing for receiving the permits and easements (if awarded the project, this timing and plan should be followed, or the agreement may be violated).
3. Provide a description of the transport service you propose based on the information included.
4. Provide a high-level network backbone diagram that describes fault tolerance mechanisms in place across service provider backbone.
5. Describe the scalability of your transport service. Provide the procedure that would be used if more bandwidth is required. Describe the ability of your service to provide more bandwidth.
6. Describe any additional features or network functionality that your service may add value to CMBE
7. Provide guaranteed network availability. Describe how the network will function and how it will guarantee network availability and bandwidth. Describe how calculation was determined (i.e., averaged over 1 month).
8. Provide maximum guaranteed network latency. What customer reports are available? Explain and/or provide documentation.
9. Provide maximum guaranteed network packet loss. What customer reports are available? Explain and/or provide documentation.
10. Provide maximum guaranteed network jitter. What customer reports are available? Explain and/or provide documentation.
11. Provide documentation on the proposed network's ability to provide and support QOS.
12. Provide documentation on the proposed network's ability to support high quality Voice Over IP.
13. Provide documentation on the proposed network's ability to support high quality Video Over IP.
14. Provide MTTR statistics for each proposed service.

➤ ***End of items in this section.***

## EXECUTION OF PROPOSAL

### (Submittal #4)

#### 1. Agreement

By signing this proposal, the Offeror agrees to the following items. Initial each line item below for acceptance.

#	Item	Initial Below
1	This proposal is signed by an authorized representative of the firm.	
2	Offeror has read and understands the Terms and Conditions set forth in this RFP. Any requested changes and or exceptions must be identified in the RFP response.	
3	The Offeror understands the scope and requirements of this RFP and has included all labor costs, direct and indirect, in the proposed cost.	
4	The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.	
5	Offeror is knowledgeable of the E-Rate program and has up-to-date E-Rate Service Provider Certifications.	
6	Offeror will list, price, and invoice separately any services that are not E-Rate eligible.	
7	The vendor is classified as an "eligible telecommunications provider" as defined by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).	
8	The vendor has an up-to-date Service Provider Identification Number (SPIN) as defined by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC).	
9	Offeror will be responsible for all warranty issues related to goods and services provided during the factory warranty period if applicable.	

#### 2. Authorization

In compliance with this RFP, and subject to all terms and conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the goods or services as stated in this RFP.

#	Item	Provide Information
1	Company Name	
2	Address	
3	City, State, Zip	
4	Telephone Number	
5	Fax Number	
6	E-mail Address	
7	Federal Identification Number	
8	E-Rate SPIN Number	
9	FCC Registration Number	

BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name) COMPANY \_\_\_\_\_

=====

ACCEPTANCE OF PROPOSAL

**(Charlotte-Mecklenburg Board of Education)**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN THE BID PROPOSAL.**

Unsigned proposals will not be considered.



**ADDENDA RECEIPT  
(Submittal #5)  
RFP #163-10082019LM  
Charlotte-Mecklenburg BOE  
WAN Transmission Services**

ADDENDUM #:

---

---

---

---

---

DATE:

---

---

---

---

---

I certify that this Proposal complies with the General and Specific Specifications and conditions issued by the CMBE except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Service Provider Name

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

**> End of this submittal.**

## FINAL CHECKLIST

1. Proposal information should be submitted to:

**All bid responses shall be submitted electronically via the North Carolina electronic Vendor Portal (eVP) @ <https://evp.nc.gov/>. NO MAILED OR EMAIL SUBMISSIONS WILL BE ACCEPTED.**

2. RFP technical questions should be submitted by **Friday, December 1, 2:00 pm**.
3. Proposals should be submitted **no later than 3:00 pm, January 10, 2023**.

The electronically sealed proposal package should be labeled as follows:

Proposal #       **163-10312023TB**  
Proposal for:     Opening Date: **January 10, 2024 @ 3:00 pm**

4. Each applicant must submit **1 ELECTRONIC COPY** of the proposal:
  - **All bid responses shall be submitted electronically via the North Carolina electronic Vendor Portal (eVP) @ <https://evp.nc.gov/>.**
5. Each proposal must include the following completed submittals:

Submittal #	Item Description
1	Summary of Costs – pages
2	Service Responses – page
3	Technical Responses – page
4	Execution of Proposal – page
5	Copy of signed addenda (if applicable) – page
6	Copy of MWSBE Utilization form – page

## **Minority, Women, Small Business Enterprise Information**

Charlotte-Mecklenburg Board of Education (CMBE) promotes full and equal access to business opportunities with Charlotte-Mecklenburg Schools (CMS). Minority-owned, women-owned, and small business enterprises (collectively “M/W/SBE”) as well as other responsible vendors shall have a fair and reasonable opportunity to participate in CMS business opportunities.

Prime suppliers (i.e., those who deal directly with CMS) should support Charlotte-Mecklenburg School’s M/W/SBE Program by making an effort to engage minority, women, and/or small businesses as subcontractors for goods and services for CMS to the extent available. Prime supplier’s spending with M/W/SBE subcontractors constitutes Second Tier supplier diversity spending by CMS and the results of Second Tier spending is tracked within our program.

Each bidder or respondent to the solicitation shall submit with their bid the M/W/SBE Utilization Form. A listing of M/W/SBE firms and the CMS M/W/SBE guidelines may be obtained by contacting the M/W/SBE Administrator at 980-343-8638.

**Failure to complete and submit the M/W/SBE Utilization Form may render bid or proposal response invalid.**



# THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

## **REQUEST FOR PROPOSAL INSTRUCTIONS**

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
3. **ORAL EXPLANATIONS:** The Charlotte-Mecklenburg Board of Education shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
6. **COST FOR PROPOSAL PREPARATION:** Any cost incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; The Charlotte Mecklenburg Board of Education will not reimburse any offeror for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the The Charlotte-Mecklenburg Board of Education, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of The Charlotte-Mecklenburg Board of Education, from contract award. Only discussions authorized by The Charlotte-Mecklenburg Board of Education are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of The Charlotte-Mecklenburg Board of Education when received.

11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina Law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 The Charlotte-Mecklenburg Board of Education invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **DECLINE TO OFFER:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.
16. **PROTEST PROCEDURES:** When an offeror wants to protest a contract award pursuant to this solicitation, they must submit a written request to the Chief Finance Officer of The Charlotte-Mecklenburg Board of Education. This request must be received within (10) ten consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offeror may call the Procurement Official listed on the first page of this document to obtain a verbal status of contract award. If the Chief Finance Officer can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 consecutive calendar days of the receipt of the protest letter. If not, The Chief Finance Officer will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within 30 consecutive calendar days after receipt of the written protest. The Chief Finance Officer will respond to the protesting party in writing with a decision within 30 consecutive calendar days from the date of the protest meeting. All decisions of the Chief Finance Officer shall be the final administrative review.

15. Demonstration: The Charlotte-Mecklenburg Board of Education reserves the right to require a demonstration (in person or webinar) of the services offered. Such demonstration would be performed at user's facility, by bidder or his authorized representative, before award of contract, upon request by The Charlotte-Mecklenburg Board of Education, free of charge to The Charlotte-Mecklenburg Board of Education, and for the purpose of assessing suitability of the offered services for the intended use. Failure of bidder or his authorized representative to perform demonstration (if requested) in accordance with the above may be grounds for nullification of the bid. The results of such demonstration would be considered in the award of contract.
16. Reference to Other Data: Only information received in response to this RFP will be reviewed. Appendices are accepted.
17. Disclosure: Please be aware that responses may be subject to disclosure under the North Carolina Public Act. If your firm is selected by CMS, financial terms of the agreement will be public information. For clarification, please contact the CMS general counsel's office at 980-343-6228.

# THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

## **STANDARD TERMS AND CONDITIONS**

1. **ACCEPTANCE:** Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by Seller and The Charlotte-Mecklenburg Board of Education ("CMBE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and CMBE with respect to the purchase by CMBE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") 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 CMBE shall control. This Order constitutes an offer by CMBE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice, or in any other communication from Seller to CMBE shall be deemed accepted by or binding on CMBE. CMBE 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 CMBE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by CMBE are subject to correction.
2. **QUANTITIES:** Shipments must equal exact amounts ordered unless otherwise agreed in writing by CMBE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **PRICES:** If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give CMBE the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to CMBE 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 CMBE's accounts payable department with a copy to the CMBE Project Coordinator.
5. **FREIGHT ON BOARD:** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
6. **TAXES:** Applicable taxes shall be invoiced as a separate item.
7. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, 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. **DELAY IN SHIPMENT:** Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.
10. **RISK OF LOSS:** Seller 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 CMBE or its nominee.



11. **REJECTION:** All Goods and Services shall be received subject to CMBE's inspection. Goods or Services 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 Seller's expense or may be accepted at a reduced price. CMBE may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to do so, CMBE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.
12. **COMPLIANCE WITH ALL LAWS:** Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
13. **REGISTERED SEX OFFENDERS:** Contractor acknowledges that CMBE Policy ADDA, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMS 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 CMS Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. 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 CMS Property.
14. **WARRANTIES:** Seller warrants that all Goods and Services 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 CMBE of the Goods and Services and shall run to CMBE and any user of the Goods or Services. This express warranty is in addition to Seller'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, CMBE 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.
15. **INDEMNIFICATION:** Seller shall indemnify and hold harmless CMBE, 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 Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless CMBE, 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 Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of CMBE in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless CMBE, 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.
16. **INSURANCE:** Unless such insurance requirements are waived or modified by CMBE or the Charlotte-Mecklenburg Department of Insurance and Risk Management ("DIRM"), Seller 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 CMBE and authorized to do business in the State of North Carolina: Automobile - Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Seller shall maintain commercial general liability insurance that shall protect Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Seller to CMBE and shall contain the provision that CMBE be given 30 days' written notice of any intent to amend or terminate by either Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

17. **TERMINATION FOR CONVENIENCE:** In addition to all of the other rights which CMBE may have to cancel this Order, CMBE shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from CMBE to Seller. If the Contract is terminated by CMBE in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. CMBE will not be liable to Seller 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 Order.
18. **TERMINATION FOR DEFAULT:** CMBE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to CMBE law or equity, CMBE may procure upon such terms as CMBE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to CMBE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
19. **CONTRACT FUNDING:** It is understood and agreed between Seller and CMBE that CMBE's 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 CMBE for any payment may arise until funds are made available to CMBE's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. CMBE shall not be liable to Seller for damages of any kind (general, special, consequential, or exemplary) as a result of such termination.
20. **ACCOUNTING PROCEDURES:** Seller shall comply with any accounting and fiscal management procedures prescribed by CMBE 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.
21. **IMPROPER PAYMENTS:** Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to CMBE 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. Seller shall make such refunds within 30 days after CMBE notifies Seller in writing that a payment has been determined to be improper.
22. **CONTRACT TRANSFER:** Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of CMBE.
23. **CONTRACT PERSONNEL:** Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
24. **KEY PERSONNEL:** Seller shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller) assigned to the performance of the Contract without prior written approval from CMBE Project Coordinator (the individual at CMBE responsible for administering the Contract).
25. **CONTRACT MODIFICATIONS:** The Contract may be amended only by written amendment duly executed by both CMBE and Seller. However, minor modifications may be made by CMBE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to CMBE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
26. **RELATIONSHIP OF PARTIES:** Seller is an independent contractor and not an employee of CMBE. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between Seller and CMBE. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.
27. **ADVERTISEMENT:** The Contract will not be used in connection with any advertising by Seller without prior written approval by CMBE.

28. **NONDISCRIMINATION:** During the performance of the Contract, Seller 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.
29. **CONFLICT OF INTEREST:** Seller represents and warrants that no member of CMBE 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. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
30. **GRATUITIES TO CMBE:** The right of Seller to proceed may be terminated by written notice if CMBE determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of CMBE in violation of policies of CMBE.
31. **KICKBACKS TO SELLER:** Seller 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 CMBE Contract or in connection with a subcontract relating to a CMBE Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to CMBE in writing the possible violation.
32. **MONITORING AND EVALUATION:** Seller shall cooperate with CMBE, or with any other person or agency as directed by CMBE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit CMBE to evaluate all activities conducted under the Contract. CMBE has the right at its sole discretion to require that Seller remove any employee of Seller from CMBE property and from performing services under the Contract following provision of notice to Seller of the reasons for CMBE's dissatisfaction with the services of Seller's employee.
33. **FINANCIAL RESPONSIBILITY:** Seller is financially solvent and able to perform under the Contract. If requested by CMBE, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by CMBE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CMBE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
34. **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 Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. CMBE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
35. **INSPECTION AT SELLER'S SITE:** CMBE 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 CMBE 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.

36. **CONFIDENTIAL INFORMATION:** Student Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller 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 Seller's performance of the Contract, Seller should obtain any information pertaining to employees of CMBE's personnel records, Seller 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. Other Confidential Information: (a) Seller agrees that it will at all times hold in confidence for CMBE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by CMBE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of CMBE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.
37. **INTELLECTUAL PROPERTY:** Seller agrees, at its own expense, to indemnify, defend and save CMBE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that CMBE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
38. **NO PRE-JUDGMENT OR POST-JUDGMENT INTEREST:** In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.
39. **BACKGROUND CHECKS:** At the request of CMBE's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to CMBE criminal background check and drug testing procedures.
40. **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.
41. **NO THIRD-PARTY BENEFITS:** The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller 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.
42. **FORCE MAJEURE:** If CMBE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by CMBE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services 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 CMBE.
43. **OWNERSHIP OF DOCUMENTS:** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by CMBE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of CMBE, be turned over to CMBE. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.

44. **STRICT COMPLIANCE:** CMBE 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.
45. **GENERAL PROVISIONS:** CMBE's 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 Seller hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Order, or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.
46. **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 Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.