


<p>The Charlotte-Mecklenburg BOE</p>  <p>4421 Stuart Andrew Blvd. Charlotte NC 28217</p>	<b>INVITATION FOR BIDS NO.163-01162025JR – Bus-Vehicle Parts</b>	
	Bids will be publicly opened: <b>February 6, 2025</b>	
	3:00 PM EST (Prevailing Local Time)	
Contract Type: AGENCY SPECIFIC TERM CONTRACT		
<b>Refer ALL Inquiries to:</b> Jennifer Riddle Telephone No.980-343-6634	Commodity: Vehicles Accessories and Components (UNSPSC Code: 25170000)	
E-Mail: jennifer.riddle@cms.k12.n.us	Using Agency Name: Charlotte-Mecklenburg Schools	
Website: <a href="http://www.cms.k12.nc.us">www.cms.k12.nc.us</a>		

**NOTICE TO BIDDERS**

**ONLY Electronic responses will be accepted for this solicitation. You must register to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active. NO MAILED, COURIERED, FAXED, OR EMAIL SUBMISSIONS WILL BE ACCEPTED.** Bids are subject to rejection unless submitted on this form. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(s). **Federal Uniform Guidance:** “Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). Including the prohibitions outlined in (2 C.F.R. 200.216).” Additional information can be found at: <https://www.cmsk12.org/Page/8947>

**EXECUTION**

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and it is not an ineligible Vendor as set forth in G.S. 143-59.1. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** (ATTACHMENT: B) and **THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS** (ATTACHMENT C). These documents can be accessed from the from the eVP portal ATTACHMENTS within this IFB.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR’S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: 60 days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties (“Contract”). The CHARLOTTE-MECKLENBURG BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS within this IFB and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p style="text-align: center;"><b>(Authorized Representative of CHARLOTTE-MECKLENBURG OF EDUCATION)</b></p>
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Bid Number: IFB 163-01162025JR

Vendor: \_\_\_\_\_

## **BID SUBMITTING INSTRUCTIONS:**

All bid responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS).

**NO MAILED OR EMAIL SUBMISSIONS WILL BE ACCEPTED. You must be registered with NC's eVP to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active.**

Go to this page to register <https://eprocurement.nc.gov/training/vendor-training>. For additional information, view the following links: NC BIDS FAQs for Vendors <https://ncadmin.nc.gov/nc-bids-faqs-vendors> or email [vendor@nc.gov](mailto:vendor@nc.gov).

Once you have registered and have your login and password set up, go to <https://www.eVP.state.nc.us/eVP/BidNumberSearch.aspx>, key in **163-01162025JR**, click Search, click eBid, key in your login and password. Follow the instructions in the site to upload your bid.

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

Note: When uploading your proposal, please understand that the upload limit for file size is 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.

**ADDENDUM:** In addition, refer to ATTACHMENT B: INSTRUCTIONS TO VENDORS, Item 11, Clarifications/Interpretations. In the event any changes or corrections to this IFB occur, they will be made by addendum; and any updated information contained in any addendum will prevail over the information contained in the original IFB or any previous addendum. The Charlotte-Mecklenburg Board of Education is the sole authority for the issuance of any addendum related to this IFB. Any communications from any person or entity other than the Charlotte-Mecklenburg Board of Education regarding any matters related to this bid are invalid and will have no influence on this IFB. 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 **163-01162025JR**, 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. Also refer to **Instructions to Bidders, item 4, Execution.**

**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 9:00 am the day of the bid opening.** If you do not receive a confirmation within the hour, please phone the buyer.

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## 1.0 PURPOSE AND BACKGROUND

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The intent of this solicitation is to award an Agency Specific Contract.

The Contract shall have an initial term beginning on the date of final Contract execution (the "Effective Date") through June 30, 2026.

At the end of the Contract's initial term, The Charlotte-Mecklenburg Board of Education shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to three (3) additional one-year terms. The Charlotte-Mecklenburg Board of Education will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition, The Charlotte-Mecklenburg Board of Education reserves the right to extend a contract term after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

This is **NOT** an E-Procurement purchase and consequently NOT subject to the 1.75% fee. In order that you may present competitive bids, please ensure that you have not marked up your bid to cover this fee.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the Charlotte-Mecklenburg Board of Education General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues, or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the Charlotte-Mecklenburg Board of Education determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The Charlotte -Mecklenburg Board of Education may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contact award.

Other than through this process or negotiation under 01 NCAC 05B.0503, the Charlotte -Mecklenburg Board of Education rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

**The Charlotte-Mecklenburg Board of Education may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.**

### 2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The Charlotte -Mecklenburg Board of Education will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	CMS	January 16, 2025
Submit Written Questions	Vendor	<b>January 23, 2025</b>
Provide Responses to Questions	CMS	January 30, 2025
Submit Bids	Vendor	<b>February 6, 2025</b>
Contract Award	CMS	TBD – upon Board approval

**2.5 BID QUESTIONS**

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to [jennifer.riddle@cms.k12.nc.us](mailto:jennifer.riddle@cms.k12.nc.us) by the date and time specified above. Vendors will enter “IFB # 163-01162025JR: Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, The Charlotte-Mecklenburg Board of Education’s response, and any additional terms deemed necessary by the CBOE will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any Charlotte -Mecklenburg Board of Education personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

**2.6 BID SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

If applicable to this IFB and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

**2.7 BID CONTENTS**

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in The Charlotte-Mecklenburg Board of Education rejecting Vendor’s bid, in The Charlotte-Mecklenburg Board of Education’s sole discretion Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor Response *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- f) Completed version of ATTACHMENT A: COST PROPOSAL SHEET
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: NC LUNSFORD
- j) Completed version of ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATON FOR FERERAL GRANTS

## 2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # \_\_\_ *[for 'name of Vendor']*". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

OEM – Original Equipment Manufacturer

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria The Charlotte-Mecklenburg Board of Education shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in The Charlotte-Mecklenburg Board of Education's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, The Charlotte-Mecklenburg Board of Education reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the Charlotte -Mecklenburg Board of Education to do so. Furthermore, purchases for parts from awarded vendor(s) will be made by the designated Parts Department Contractor for the Charlotte-Mecklenburg Board of Education.

The Charlotte-Mecklenburg Board of Education reserves the right to waive any minor informality or technicality in bids received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The Charlotte-Mecklenburg Board of Education will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Charlotte -Mecklenburg Board of Education reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the Charlotte -Mecklenburg Board of Education.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. 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 a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, The Charlotte-Mecklenburg Board of Education will make Award(s) based on the evaluation and post the award(s) to the State’s eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to The Charlotte-Mecklenburg Board of Education.

The Charlotte-Mecklenburg Board of Education reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the Charlotte -Mecklenburg Board of Education.

### **3.4 INTERPRETATION OF TERMS AND PHRASES**

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by The Charlotte-Mecklenburg Board of Education; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, The Charlotte-Mecklenburg Board of Education will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy The Charlotte-Mecklenburg Board of Education’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in The Charlotte-Mecklenburg Board of Education exercising its discretion to reject a bid in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for The Charlotte-Mecklenburg Board of Education to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

### **4.1 PRICING**

Bid price shall include the total price for each item, including shipping, delivery, handling, administrative and other similar fees. Assembly and set-up at The Charlotte-Mecklenburg Board of Education’s location shall be shown as an additional line price for each applicable item. Complete ATTACHMENT A: COST PROPOSAL SHEET and include in Vendor’s response.

### **4.2 ESTIMATED QUANTITIES**

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous school year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that The Charlotte-Mecklenburg Board of Education may purchase more or less than the estimated quantities during the contract period. The Charlotte-Mecklenburg Board of Education reserves the right to increase or decrease the quantities as needed. The Charlotte-Mecklenburg Board of Education shall not be obligated to purchase more than its normal requirements. The Charlotte-Mecklenburg Board of Education will be responsible only for items requested and received.

### **4.3 PRODUCT IDENTIFICATION**

Vendors are requested to offer items as outlined on the Cost Proposal Sheet.

#### **SUITABILITY FOR INTENDED USE**

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The Charlotte-Mecklenburg Board of Education reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in The Charlotte-Mecklenburg Board of Education’s best interest.

#### **MAKE AND MODEL**

Manufacturer’s name and model/catalog numbers used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

**BRAND SPECIFIC**

Manufacturer(s) name and product descriptions used in this solicitation are product-specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

**4.4 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the Charlotte-Mecklenburg School district with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

**4.5 DELIVERY**

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

3901 Craig Avenue, Charlotte, NC

6520 Orr Road, Charlotte, NC

11900 Downs Rd, Pineville, NC

4401 Northpointe Industrial Blvd, Charlotte, NC

3101 Wilkinson Blvd, Charlotte, NC

Vendor should complete delivery as soon as possible or within 5 consecutive calendar days after receipt of purchase order. Vendor must notify the Charlotte-Mecklenburg Schools Parts Department Contractor within two business days of receipt of order if a part will need to be backordered.

**4.6 AUTHORIZED RESELLER**

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the Charlotte -Mecklenburg Board of Education.

Vendor is the:  Manufacturer  Dealer  Reseller  Distributor

Authorized:  Yes  No Attached Manufacturer’s Authority:  Yes  No

**4.7 WARRANTY**

Manufacturer’s standard warranty shall apply. Vendors shall include a copy of the manufacturer’s standard warranty with the bid response.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period?  YES  NO

Will the Vendor provide warranty service?  YES  NO, a manufacturer-authorized third party will perform warranty service.

**Contact information** for warranty service provider:

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Contact Person (name): \_\_\_\_\_

Contact Person (phone number): \_\_\_\_\_

Contact Person (email): \_\_\_\_\_

**4.8 SAMPLES**

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to The Charlotte-Mecklenburg Board of Education. Samples must be received within 5 consecutive calendar days after request is made by The Charlotte-Mecklenburg Board of Education. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

**4.9 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

**4.10 REFERENCES**

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The Charlotte-Mecklenburg Board of Education may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

**4.11 VENDOR’S REPRESENTATIONS**

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of The Charlotte-Mecklenburg Board of Education under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

#### **4.13 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS form when responding to this solicitation.

### **5.0 PRODUCT SPECIFICATIONS**

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#### **5.1 SPECIFICATIONS**

The specific items and any specifications that the Purchasing Agency is seeking are listed on Attachment A: Cost Proposal Sheet. Items offered by the Vendor must meet or exceed the listed Specifications.

#### **5.2 CERTIFICATION AND SAFETY LABELS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

#### **5.3 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the Charlotte -Mecklenburg Board of Education that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

### **6.0 CONTRACT ADMINISTRATION**

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All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

#### **6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to The Charlotte-Mecklenburg Board of Education a contract manager. The contract manager shall be The Charlotte-Mecklenburg Board of Education's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

<b>Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to The Charlotte-Mecklenburg Board of Education for customer service. The customer service point of contact shall be the Charlotte -Mecklenburg Board of Education’s point of contact for customer service-related issues (define roles and responsibilities).

<b>Customer Service Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

**6.2 CONTINUOUS IMPROVEMENT**

The Charlotte-Mecklenburg Board of Education encourages the Vendor to identify opportunities to reduce the total cost The Charlotte-Mecklenburg Board of Education. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

**6.3 ACCEPTANCE OF WORK**

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The Charlotte-Mecklenburg Board of Education shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the Charlotte -Mecklenburg Board of Education shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the Charlotte -Mecklenburg Board of Education may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

**6.4 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, Order Date, Purchase Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure as applicable to the purchase.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.**

## **6.5 DISPUTE RESOLUTION**

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the Charlotte -Mecklenburg Board of Education's Contract Manager for resolution. Any claims by the Charlotte -Mecklenburg Board of Education shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.6 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support The Charlotte-Mecklenburg Board of Education, as necessary, to promptly replace any such products, at no cost to The Charlotte-Mecklenburg Board of Education.

## **6.7 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by The Charlotte-Mecklenburg Board of Education and Vendor. Amendments to the contract can only be made through the contract administrator.

**The remainder of this page is intentionally left blank**

## **7.0 ATTACHMENTS**

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### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

#### **ATTACHMENT A: COST PROPOSAL SHEET**

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Complete and return the Pricing associated with this IFB, which can be found with the attachments as an excel file Titled: *Cost Proposal Sheet – IFB 163-01162025JR – Bus-Vehicle Parts*.

#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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For review.

#### **ATTACHMENT C: CHARLOTTE-MECKLENBURG BOARD OF EDUCATION GENERAL TERMS & CONDITIONS**

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For review.

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return with proposal.

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return with proposal.

#### **ATTACHMENT F: NC LUNSFORD**

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Complete, sign, and return with proposal.

#### **ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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Complete, sign, and return with proposal.

#### **ATTACHMENT H: CONTRACT TEMPLATE**

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For review.

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***