



THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

REQUEST FOR PROPOSALS

RFP # 163-03132024JR

Title: Parts Store Operation and Service

ENTITY: Charlotte-Mecklenburg Board of Education

ISSUE DATE: March 13, 2024

ISSUED BY / Direct All Inquiries Concerning this RFP to:

Jennifer B. Riddle

Purchasing Agent

jennifer.riddle@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, April 10, 2024** for furnishing services described herein.

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 opening (reading of the names of the companies submitting bids) 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 10:00 am the day of the bid opening. If you do not receive a confirmation within the hour, please phone the buyer.

NOTE: Technical questions concerning the specifications in this Request for Proposals will be received until **3:00 pm, March 20, 2024**, by e-mailing Jennifer B. Riddle (jennifer.riddle@cms.k12.nc.us), CMBE Purchasing Agent. **Technical questions will not be accepted after this date and time.** CMBE will make every effort to provide answers by **March 27, 2024, by 12:00 PM**. When appropriate, questions and answers will be posted on the internet as an addendum, located under the RFP # being modified at <https://evp.nc.gov/>

It is the offeror's responsibility to ensure 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 services 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 91000000 (Personal and Domestic Services)** 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 Jennifer Riddle at jennifer.riddle@cms.k12.nc.us by the date and time specified below in the schedule of events. Vendors will enter "RFP #163-03132024JR – Questions" as the subject for the email. Questions should 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 **163-03132024JR**, 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 **163-03132024JR**, 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 **April 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.
- The Cost Proposal Sheet submitted as a single Excel file.
- One (1) file containing any resumes, certificates, or other supporting evidence.

Files should be saved in the following format: ***RFP_#163-03132024JR_Offerors Name.pdf***

Note: When uploading your proposal, please understand that the uploadable 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 opening 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.

The following chart shows the schedule of events to prepare your organization's Proposal. The key events and deadlines for this process are as follows:

Due Date	Event
March 13, 2024	RFP Posted to The State of North Carolina electronic Purchasing System (eVP)
March 20, 2024 3:00 p.m.	Deadline for vendors to submit questions via email to ensure a timely answer from Charlotte-Mecklenburg Schools. All questions must be submitted to the Buyer's email address noted: jennifer.riddle@cms.k12.nc.us
April 10, 2024 3:00 p.m.	Deadline for submitting proposals. Submitted electronically via the North Carolina electronic Purchasing System (eVP)

OVERVIEW AND SCOPE OF WORK

1.0 Background and Project Objectives

1.1 Background

Charlotte Mecklenburg Schools (CMS), located in the Charlotte, North Carolina region serving more than 141,000 students in kindergarten through 12th grade in 184 schools each day. CMS is one of the largest employers in Mecklenburg County, with more than 20,000 teachers, support staff and administrators.

CMS Transportation employs over 1,201 staff members who work tirelessly to support students' safe and efficient transportation in Charlotte-Mecklenburg Schools. The CMS transportation service area is vast, with 14 operation area offices, including a full turn-key maintenance division, a safety and training operation, a routing and scheduling division, and central office support staff. The Transportation department is responsible for maintaining a fleet of nearly 1,120 buses.

1.2 Project Objectives

CMS is requesting pricing proposals for the service of operation of a parts store and related inventory and parts-ordering services as described herein.

2.0 Scope of Work

CMS is seeking a price for the contract and operation of parts store AND related inventory AND parts-ordering services. Service will take place at 3901 Craig Ave Charlotte NC 28211 and future satellite sites Monday through Friday of every week 7:00am to 5:00pm.

Annual parts costs (including supplies and oil) summed to approximately \$3.3 million for the term of July 1, 2021-June 30, 2022. Future satellite sites and delivery sites are included in this RFP. Parts Counter service, at a minimum, should include:

2.1 Parts Store Operation.

Provider shall provide the staffing and management to run an efficient and effective parts store at the CMS facility located at 3901 Craig Ave Charlotte NC 28211 (the "Parts Store") and future satellite sites between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. The Parts Store and Satellite sites are not required to be open on holidays observed by CMS: July 4th; Labor Day; Veterans Day; Thanksgiving and Friday immediately following; Christmas plus two other days scheduled each year; New Year's Day; Martin Luther King Day; Presidents Day; Memorial Day.) CMS holiday calendar changes annually.

CMS reserves the right to require that the Parts Store be opened in cases of emergency as determined by the Executive Director or designee during off hours, weekends and holidays.

The "Parts Store" will be closed on CMS Emergency Closure days (ie: Snow days, Hurricane/flood days, etc.; for the safety of all parties involved).

CMS reserves the right to change these hours after first giving reasonable notice to Provider, provided that the required hours of operation will not exceed eleven (11) hours during any

individual workday. Parts Store services shall include manning the Parts Store counter, receiving deliveries and stocking parts and supplies, filling orders placed by CMS employees authorized to request parts, issuing receipts for parts and materials, and other job duties required under this Contract. Staffing shall be sufficient to provide prompt, efficient, and effective service for CMS employees seeking parts and supplies.

2.2 Distribution to Bus Landing or Satellite Sites.

Rather than picking up parts or supplies at the Parts Store, CMS may instruct Provider to fill any particular requisitions of parts or supplies to be delivered within ten (10) miles of any of CMS Satellite Sites and/or Bus Landings identified below.

City	Site Name	Site Address	Description
Charlotte	Craig	3901 Craig Ave	Main inventory site
Pineville	Downs	11751 Downs Rd	(Future - June 2024)
Charlotte	Wilkinson	3101 Wilkinson Blvd	Inventory site
Charlotte	Orr	6520 Orr Rd	Inventory site
Charlotte	Northpointe	4400 Northpointe Industrial Blvd	(Future - June 2024)
Huntersville	North	11201 Old Statesville Rd	(Delivery Site Only)
Charlotte	Independence	1967 Patriot Dr	(Delivery Site Only)
Charlotte	Chambers	3829 Johnston Oehler Rd	(Delivery Site Only)

CMS shall specify the Bus Landing at the time each such requisition is made. In response to any such request, Provider may elect to distribute parts or supplies directly to the CMS Bus Landing or to deliver or otherwise provide those parts and supplies to a Satellite Site owned or leased by Provider that is located within ten (10) miles of that Bus Landing.

Any Satellite Sites established or designated by Provider for purposes of this Contract shall be readily accessible to CMS personnel and otherwise suitable for distributing parts and supplies to CMS. Provider may elect to stock parts and supplies at any Satellite Sites (and provide appropriate security for any stocked parts or supplies) and/or distribute parts and supplies to the Satellite Sites to fill specific orders placed by CMS.

2.3 Personnel

Provider shall be solely responsible for hiring, training, supervising, promoting, compensating, transferring, disciplining, and dismissing any of its employees who perform services under this Contract. Provider shall be solely responsible for any wages, taxes, benefits, or other labor costs associated with such personnel. Notwithstanding the foregoing, Provider may not assign any individual employee to provide services under this Contract without CMS's advance written approval, and CMS reserves the right to interview any individual employee(s) of Provider before such approval is given. If at any time, CMS determines at its sole discretion, that any individual

employee of Provider has engaged in activities or work habits that are detrimental to CMS's overall goals and objectives, or determines that an individual employee of Provider is not suitable for the job assigned him or her, CMS may either inform Provider of the problem and give Provider an opportunity to correct it, or direct Provider to replace the employee within five (5) business days. If CMS determines that the overall level of service provided by Provider's agents or employees is not meeting expectations, CMS may direct Provider to develop a corrective action plan, which shall be provided in writing to the CMS Executive Director for Transportation for review within ten (10) business days. The Executive Director for Transportation will review the corrective action plan and inform the Provider whether it is acceptable or needs to be revised and re-submitted within an additional ten (10) business days. Failure to comply with a corrective action plan and/or to develop an acceptable corrective action plan within ten (10) days after being instructed to revise and re-submit such a plan shall be grounds for termination.

2.4 Issuance of Parts

Provider shall not issue any parts or supplies to CMS personnel without a proper work order requisition, except with the express written approval of the CMS Executive Director for Transportation or designee. No parts or supplies shall be issued to any person who is not employed by CMS absent the express written approval of the CMS Executive Director for Transportation or designee. Upon issuing any part or supply, Provider shall give the person presenting the requisition a receipt detailing the specific part or supply provided, the date the part or supply was issued, the quantity of each part or supply, and any other information requested by CMS. A second copy of each receipt shall be delivered to the designated CMS employee in the CMS Transportation Department's business office.

2.5 Parts Store Premises

CMS shall own and maintain the real property on which the Parts Store is located (the "Premises"). The Parts Store is located at 3901 Craig Avenue, Charlotte. The Store is located in the center of the building on the left. The store is designed as a typical automotive parts store with parts shelving and adequate lighting. There are two floors (an upstairs area with the larger area on the main floor). The Store does not have an unloading dock. Everything is unloaded from the truck with a forklift. The Store is air conditioned and heated on the first floor. There is a fenced area outside the stockroom that is neither cooled nor heated. The parts store and fenced area can be secured to allow only authorized personnel to enter.

During the term of this Contract, Provider shall have the limited right to access and use the Premises to provide the services required of it under this Contract. This limited right of access and use shall be subject to any and all applicable written policies of CMS regarding access to and conduct on school properties and shall be subordinate to any other interests in the premises granted by CMS to third parties pursuant to any other deeds, leases, conveyances, or joint use agreements of any kind, whether those interests are transferred by CMS before or after the execution of this Contract. CMS reserves the right to terminate this Contract, repossess the Parts Store premises, and eject Provider from the premises if CMS determines that doing so is in the best interest of CMS.

2.6 Care of Premises

Provider shall cause the Premises to be maintained in a clean, attractive condition, and shall not commit or allow any waste or damage to be committed on or to any portion of the Premises, ordinary wear and tear excepted. Provider shall not permit, allow, or cause any act or deed to be performed upon, in or about the Premises that shall cause or be likely to cause injury to any person

or to the Premises, or to any adjoining property, unless Provider has first obtained the express written approval of CMS for the specific deed or act.

2.7 Utilities

CMS shall, at its own expense, provide heat, electricity, water, local telephone, and fax services, and CMS Internet access for the Premises, along with any other utilities that may be expressly agreed to in writing by the parties. CMS shall have the right to monitor and regulate utility usage and to determine set points for heating and air conditioning units. Provider shall make all reasonable efforts to conserve power and water and otherwise minimize utility costs.

2.8 Storage Areas and Equipment

The Premises shall include storage areas capable of being secured against theft and vandalism. Provider shall be solely responsible for ensuring that parts and supplies are properly secured. Provider shall have access to and the right to use all CMS equipment located on the Premises at the commencement of services, including existing parts shelving, desks, chairs, copy machines, rest rooms, and such other facilities as may be mutually agreed to by the parties in writing. All such equipment shall be well cared for by Provider, and Provider shall be responsible for any damage that may occur to such equipment during the term of this Contract unless the damage is caused directly by CMS staff. Provider shall be solely responsible for providing specialized equipment such as computer hardware and software, printers, file cabinets, shop equipment, machinery, recycling apparatus, vehicles, or other equipment not located on the Premises at the commencement of services.

2.9 Alterations and Improvements

Provider shall not make any alterations, additions, or improvements to the Premises without the prior written consent of CMS. Provider shall not make any alterations, additions or improvements to the Premises which will contravene CMS's policies insuring against loss or damage by fire or other hazards, including but not limited to commercial general liability, or which will prevent CMS from securing such policies from companies acceptable to CMS. CMS shall have the right to make any alterations, improvements, and changes to the Premises that CMS may deem necessary or advisable. Any alterations or improvements made upon the Premises by CMS or by Provider shall automatically become the property of CMS and shall remain upon the Premises upon expiration or termination of the Contract.

2.10 Maintenance

CMS shall be responsible for any routine or emergency maintenance on the Premises except for maintenance or repairs to correct any damage caused by Provider or its agents or employees. If repairs or maintenance are necessary to correct damage caused by Provider or its agents or employees, CMS may direct Provider to repair such damage or may repair such damage and assess the reasonable costs for repairs to Provider.

2.11 Security

During hours of operation, Provider shall be responsible for ensuring that parts and supplies are safe and secure from theft, vandalism, or loss. Provider shall also ensure that the Premises are properly locked and secured and that the alarm system, if any, is turned on and functioning before Provider's

staff leave the Premises each day. Provider shall not be responsible for the security of the Premises after hours so long as it has discharged its obligations under this subsection of the Contract.

2.12 Access to Premises

Provider shall be responsible for controlling access to the Premises during hours of operation and whenever its personnel are on site. Provider shall not permit any person to have access to the Premises without proper authorization. CMS and Provider may develop written procedures for determining who is authorized to access the Premises. In the absence of such written procedures, Provider shall be solely responsible for assuring that any persons who enter the Premises are authorized by CMS to do so. Notwithstanding the foregoing, the CMS Superintendent, Executive Director for Transportation and Director of Fleet Maintenance shall have access to the Premises at any and all times for any reasons whatsoever. Nothing in this Contract shall be construed to restrict the rights of CMS to deny any person or entity, including Provider and its employees, access to CMS premises. Provider may be granted access to the Premises outside of the normal hours of operation when necessary to perform activities that cannot be completed during operational hours. Such access shall be coordinated with the CMS Executive Director and/or Director of Fleet Maintenance.

2.13 Signs

Provider may not erect any signs, notices, or advertisements on the Premises without the prior written consent of CMS.

2.14 Protection Against Liens

Provider shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of CMS in the Premises. Provider covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its interest in the Premises or the improvements thereon and that it will save and hold CMS harmless from any and all loss, cost or expense based on or arising out of any such claims or liens.

2.15 Use of Premises by Third Parties

Provider may not assign or encumber its interest in the Premises, and may not authorize any third party to use, possess, or occupy any part of the Premises without the advance written consent of CMS. Provider expressly recognizes that CMS's title in the Premises is paramount, and that it can do nothing to affect or impair CMS's title.

2.16 Hazardous Materials

Provider shall not cause or permit the generation, manufacture, refinement, transport, production, use or processing of hazardous substances, or other dangerous or toxic substances, or solid waste on the Premises without the advance written approval of CMS. Provider further agrees to indemnify and hold harmless CMS and its agents, successors, and assigns, from any and all damages, liabilities, claims, losses, and reasonable legal, accounting, consulting, engineering, and other expenses which may be imposed upon or incurred by CMS arising from or in connection with Provider's generation, use, treatment, storage, handling or disposal of any hazardous or toxic wastes, substances or other materials on or from the Premises, except to the extent any such activity was authorized in advance by CMS in writing. This indemnity shall survive the termination of this Contract.

2.17 Satellite Site Premises

Provider shall be solely responsible for the care, maintenance, and upkeep of Satellite Sites, including without limitation lease or mortgage payments; compensation for employees; casualty, theft, and fire insurance; routine and emergency maintenance and repairs; utilities, alterations and improvements; provision of furniture, shelving, and office equipment; and provision of appropriate security. Each Satellite Site shall be maintained in a neat, clean, and safe condition when it is being used to provide services to CMS under this Contract.

2.18 Parts Ordering and Inventory Services

Provider shall provide parts-ordering and inventory services for all parts and supplies, including some lubricants, identified by CMS, in accordance with the terms and conditions of this contract with the exception of parts for which CMS already has agreements in place (i.e.: tires, diesel, propane, unleaded, bulk oil, and batteries).

2.19 Computer Hardware and Software

Provider shall provide reliable and high-quality computer hardware and software for purposes of tracking inventory, parts orders, and requisitions. All such equipment shall meet industry standards and shall be kept in good working order by the Provider throughout the Contract term. All data shall be kept securely and backed up daily. The CMS Executive Director for Transportation or designee(s) shall have access to any such computer hardware and software at any time for purposes of quality control, audits, and contract oversight. In addition, the CMS Executive Director for Transportation or designee(s) shall have read-only remote access to any and all inventory and parts ordering data on Provider's computer systems at all times.

2.20 Initial Inventory

Within ten (10) days of the effective date of this Contract, Provider shall complete a detailed and thorough inventory of all parts and supplies then in stock at the Parts Store owned by CMS. All such parts and supplies shall be tracked separately from all parts and inventory ordered by the Provider during the Contract term. Provider shall be solely responsible for the accuracy and thoroughness of all inventory services provided pursuant to this Contract. On the initial inventory, any inventory identified as "unusable", or suggested for disposal by the Provider must be removed from the working parts areas and turned over to CMS Transportation for retention or disposal at CMS Transportation discretion. The inventory of parts on CMS service trucks will be included in the initial inventory.

2.21 Evaluation of Initial Inventory

Within ten (10) days of the effective date of this Contract, Provider shall evaluate its initial inventory of CMS parts and supplies currently in stock and shall provide a written statement as to the beginning value of CMS inventory to be signed by the Director of Fleet Maintenance and Executive Director of Transportation.

2.22 Draw-Down of Initial Inventory

Provider shall draw down all inventory already in stock at the commencement of services before distributing any parts ordered by Provider to CMS personnel. Upon request by CMS, Provider shall demonstrate the methods it is employing to ensure that all parts and supplies in stock at the commencement of services are tracked separately and drawn down as required herein.

2.23 Ordering Parts and Supplies

CMS shall supply Provider with a list of all parts and supplies it shall be responsible for ordering throughout the Contract term. CMS reserves the right to add or remove items from this list if needs change throughout the Contract term. Provider shall be responsible for placing orders with the vendors designated by CMS at the prices negotiated by CMS. Under no circumstances shall Provider order any parts or supplies from a vendor other than the vendor designated by CMS or pay more than the price negotiated by CMS for those parts or supplies without express written approval from CMS. If Provider believes that it can obtain better prices than those negotiated by CMS, it shall inform the CMS Director of Fleet Maintenance. Provider shall keep sufficient parts and supplies on hand to meet CMS's day-to-day needs. Provider shall work closely with the designated parts suppliers to ensure that parts and supplies are regularly ordered, delivered, and stocked so as to meet CMS's needs.

2.24 Turnaround Time

All parts and supplies designated by CMS as "routine" parts or supplies shall be kept in stock and available at all times at the Parts Store and shall be available for delivery to each CMS Bus Landing or Satellite Site within four (4) hours of each CMS request. All parts ordered no more than once per calendar year shall be designated as "specialty" parts. Provider shall work with CMS and parts suppliers to fill requisitions for specialty parts as promptly as possible and must obtain advance approval from CMS for the purchase price for any specialty parts. For all parts and supplies other than "routine" parts or supplies or "specialty" parts, Provider shall fill at least ninety percent (90%) of CMS requisitions within eight (8) consecutive business hours from the time of requisition, based on a business day of 7:00 a.m. to 5:00 p.m. CMS reserves the right to purchase parts or supplies directly from other sources if Provider cannot meet any of the timelines described in this Section. Except as otherwise expressly provided, the timelines described in this Section shall apply both to requisitions filled at the Parts Store and to requisitions for parts or supplies to be delivered to the appropriate CMS Bus Landing or Satellite Site.

2.25 Tracking of inventory, orders, and requisitions

Provider shall keep detailed, up- to-date, and accurate records, including computerized records, of all parts and supplies ordered by Provider pursuant to this Contract (tracked separately from any parts and supplies already in stock at the commencement of services). Provider shall also keep detailed, up- to-date, and accurate records of all orders placed to suppliers and all requisitions submitted by CMS staff. At a minimum, Provider shall track the number, cost, and identity of: (1) parts and supplies in stock; (2) parts and supplies on order; (3) parts and supplies on back-order; (4) parts and supplies requisitioned by CMS personnel; (5) any credits issued by parts suppliers, which shall be passed on to CMS; and (6) warranty parts.

2.26 Reports

Provider shall provide a weekly report of activities to the CMS Director of Fleet Maintenance or other designated CMS official(s). CMS shall specify the information to be included in such weekly reports. At a minimum, such reports shall include the number, cost, and identity of: (1) parts and supplies in stock; (2) parts and supplies on order from each supplier; (3) parts and supplies on back-order; (4) parts and supplies requisitioned by CMS personnel; and (5) warranty parts. In addition to these weekly reports, CMS reserves the right to demand monthly and/or quarterly reports with additional information about Provider's activities and services pursuant to this Contract. Some activities, such as lost sales, back-orders, and numbers-of-day on order may be required to be reported on a daily basis.

2.27 Warranty Records

Provider shall maintain accurate records of all warranty items. Such records shall include (1) the identity and number of parts under warranty; (2) the start date and period of each warranty; (3) the terms and conditions of each warranty; (4) the amount, date, and reason for any credits issued by parts suppliers; and (5) any additional information reasonably requested by CMS.

2.28 Billing and Reimbursement

Provider may seek reimbursement for any parts or supplies ordered by Provider and distributed to authorized CMS personnel on a monthly basis. Provider shall submit a detailed invoice, itemized by parts provided, along with any supporting documentation reasonably requested by CMS, by the tenth (10th) day of each month. CMS shall inform Provider what information is to be listed on Provider's invoices and what supporting documentation, if any, is to be provided. Provider shall cooperate with any reasonable requests from CMS for additional explanation or documentation. CMS shall process payments to Provider within thirty (30) days of receipt of an appropriate invoice and any supporting documentation requested by CMS. For all parts and supplies ordered by Provider and distributed to authorized CMS personnel, CMS will reimburse Provider for the lesser of (1) the cost negotiated by CMS directly with the designated parts suppliers or (2) the cost actually paid by Provider for the parts and supplies. CMS shall not be responsible for any freight charges or other costs or expenses for parts or supplies provided, except as expressly listed in Section 2.18. Invoices should be sent to CMS, Transportation Department Business Office, 4335 Stuart Andrew Blvd, Charlotte, NC 28217 for review and approval.

2.29 Title to Inventory During Contract Term

Provider shall hold title to all parts and supplies ordered by Provider until such a time as they have been handed over to authorized CMS personnel at the request of authorized CMS personnel, at which time title shall immediately and automatically transfer to CMS. CMS shall retain title at all times to all parts and supplies already in stock at the commencement of services.

2.30 Title to Inventory Upon Expiration or Termination of Contract

Upon the expiration or termination of this Contract, Provider shall immediately turn over to CMS any and all parts or supplies purchased directly by CMS, including without limitation any parts or supplies already in stock at the commencement of services. Provider shall retain title to all inventory that it acquired from suppliers pursuant to this Contract; provided, however, that CMS, at its sole discretion, shall have the right to purchase all or any part of such of inventory from Provider. If CMS exercises this option, CMS shall reimburse provider for Provider's costs in accordance with Section 2.23 of this contract.

2.31 Additional Services

Provider will perform any related incidental services reasonably requested by CMS in connection with this Contract, such as the crating and shipping of parts or cores (at CMS's expense) and/or assisting CMS service personnel in identifying correct components or part numbers.

3.0 Minimum Requirements

- 3.1 Vendor shall identify and provide a list of all applicable costs as it relates to the service of the parts store. Vendor will submit one invoice for the monthly management fee and a second invoice for the reimbursement of the cost of parts purchased as specified in Section 2.23. The proposal should be broken down accordingly.
- 3.2 Vendor must complete the cost proposal attachment. Additional information may be included that effects the total cost to CMS. It is at the sole discretion of CMS to accept or reject any additional costs and any request to do so will require prior notification and mutual agreement by both parties.
- 3.3 It shall be mandatory that the selected vendor enforce the following employee requirements:
 - a. Vendor's employees shall meet the following education and experience requirements:
 - High School Diploma or GED
 - 1 year but less than 3 years of previous experience
 - Additional specialized training in storekeeping purchasing or related field
 - Possession of, or ability to obtain, an appropriate and valid NC Driver's license.
 - Possession of, or ability to obtain, a forklift operator's license.
 - b. All employees are subject to the required background checks as described in the terms and conditions section of the solicitation. Background checks are at the vendor's cost.
 - c. All employees must abide by all CMS policies as it relates to the use of tobacco on premises.
- 3.4 Vendor must disclose third party contractors.

4.0 Qualifications

- 4.1 The Vendor shall be licensed and approved to do business in the State of North Carolina. Must maintain certification by the North Carolina Secretary of State's office as a registered and approved business.

- 4.2 The Vendor shall have no fewer than five years' experience in transportation inventory management. Please provide references.
- 4.3 Vendor will abide by all applicable employment laws as well as maintain required insurance policies.
- 4.4 Provide qualified personnel to carry out the project in a timely fashion. Please include staffing information.
- 4.5 Demonstrated experience in performing similar projects is required. Vendor shall provide a minimum of two narratives of services and contracts rendered. Please attach as appendix.
- 4.6 Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry or the Federal Government debarred vendor registry.
 - Federal Government -
<https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf>
 - State of North Carolina -
<https://ncadmin.nc.gov/documents/nc-debarred-vendors>
- 4.7 Proof of liability insurance (Certificate of Liability) and any relevant employment documents shall be submitted with proposal.

5.0 Deadline for proposal submittal

5.1 Deadline

The proposals are due no later than, April 10, 2024 at 3:00 p.m. CMS, at its sole discretion, reserves the right to reject any proposals that are not submitted by the deadline. Questions regarding the RFP shall be answered per aforementioned instructions.

5.2 Term

TERM: Service shall begin July 1, 2024 for the following options:

Contract shall be for three years based on terms and conditions listed herein. CMS retains the option to extend this contract at its sole discretion for an additional two (2) one (1) year periods.

Selection and Evaluation Criteria – RFP Questions

Cost (50 %):

The lowest cost proposal will receive a maximum of 50 points. All responses will receive a point total associated with lowest to highest cost proposed. Cost is one factor of criteria therefore the lowest cost proposal is not guaranteed overall award as awards will be made to the lowest responsible/responsive proposal.

Experience and Qualifications (45 %): Proposals will be evaluated against the responses below.

- a. Do employees of the company assigned to CMS have experience on similar scope and size past contracts? What is the percentage of staff that the vendor employs that has the experience and capability of performing the requirements of this proposal?
- b. Are resumes included and does the response to the proposal demonstrate backgrounds requested to perform the scope of work outlined within the RFP?
- c. How knowledgeable are the employees of the vendor on school bus parts described within and the processes associated?
- d. How well has the vendor performed in similar contracts utilizing current staff?
- e. Historically, what is the vendor's success rate of retaining employees?
- f. Does the vendor response affirm that current and future staffing will meet all requirements described within?
- g. Has vendor provided adequate information on the recruitment, selection, and retention of staff?
- h. How well has the vendor demonstrated the ability to perform, manage, and document services described within?
- i. Public school system experience
- j. Specific plans and methodology for providing the services contained within.

Responsiveness (5 %)

- a. Is the execution page signed? - (All submittals must be returned with appropriate signatures. Any proposal returned without required signature will be deemed non-responsive and will be disqualified)
- b. Has the vendor acknowledged and initialed all required requests?
- c. Has the vendor included all required forms with responsive information?
- d. Is the vendor registered with the NC Secretary of State and allowed to do business in NC?
- e. Is the vendor debarred from doing business with North Carolina or Federal Government?
- f. Will the vendor be able to begin work according to the CMS timeframe?

Evaluation and Scoring Rubric

Criteria (% of total score)	4 (highest)	3	2	1 (lowest)
Experience & Qualifications (45 %)	Performs work of this nature regularly; strong references.	Some relevant experience; moderately strong references.	Little relevant experience; neutral references.	No relevant experience; no references.
a. Do employees of the company assigned to CMS have experience on similar scope and size past contracts? What is the percentage of staff that the vendor employs that has the experience and capability of performing the requirements of this proposal? b. Are resumes included and does the response to the proposal demonstrate backgrounds requested to perform the scope of work outlined within the RFP? c. How knowledgeable are the employees of the vendor on school bus parts described within and the processes associated? d. How well has the vendor performed in similar contracts utilizing current staff? e. Historically, what is the vendor's success rate of retaining employees? f. Does the vendor response affirm that current and future staffing will meet all requirements described within? g. Has vendor provided adequate information on the recruitment, selection, and retention of staff? h. How well has the vendor demonstrated the ability to perform, manage, and document services described within? i. Public school system experience j. Specific plans and methodology for providing the services contained within.				
Proposal Responsiveness (5 %)	Yes	No		
a. Is the execution page signed? b. Has the vendor acknowledged and initialed all required requests? c. Has the vendor included all required forms with responsive information? d. Is the vendor registered with the NC Secretary of State and allowed to do business in NC? e. Is the vendor debarred from doing business with North Carolina or Federal Government? f. Will the vendor be able to begin work according to the CMS timeline?				

AWARD CRITERIA

Proposals will be evaluated on the following criteria and point allocations:

The CMBE is not obligated to accept the lowest cost proposal submitted by the firm with an acceptable Proposal. Awards will be made to the lowest responsible/responsive proposal.

Factor	Weight
Cost	50%
Experience & Qualifications	45%
Proposal Responsiveness	5%
Total	100
A zero-point allocation in any area may disqualify a proposal from consideration.	

CLARIFICATION OF PROPOSALS

1. Qualified proposals will be evaluated and acceptance made based on the best value offered to the Charlotte-Mecklenburg Schools.
2. Award Criteria: The right is reserved to award 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. Bidders should show unit prices but are requested also to offer a fixed price.
3. 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.
4. The Charlotte-Mecklenburg Board of Education reserves the right to reject any proposal if the evidence submitted by, or investigations of, such vendor fail to satisfy the Charlotte-Mecklenburg Board of Education that such vendor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
5. 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.
6. At their option, evaluators may request oral presentations or discussion with any or all vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, vendors 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 vendor.
7. The Charlotte-Mecklenburg Board of Education reserves the right to negotiate with any vendor. The successful vendor may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.
8. The Charlotte-Mecklenburg Board of Education reserves the right to upgrade services and/or modify/add/delete the number accounts and/or features as the email environment changes either during the year or at the beginning of each year renewal.
9. The Charlotte-Mecklenburg Board of Education reserves the right to accept any offer or to reject all offers with or without cause.
10. Individual invoices must be issued for each purchase order received.

11. Bid Evaluation: Bids are requested on the services as hereinafter specified. The Charlotte Mecklenburg Board of Education reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.
12. Descriptive Literature: All bids must be accompanied by complete descriptive literature, specifications, and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they will be subject to rejection.
13. Suitability for Intended Use: Bidders are requested to offer only comparable services which will provide the equivalent capabilities, features and diversity called for herein. The Charlotte-Mecklenburg Board of Education reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in The Charlotte-Mecklenburg Board of Education's best interest.
14. Deviations: Any deviations from specifications and requirements herein must be clearly pointed out by the bidder. Otherwise, it will be considered that equipment and or services offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by The Charlotte-Mecklenburg Board of Education that deviations will be acceptable.
15. The bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.
16. Firm Bid: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.
17. 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 a demonstration would be considered in the award of contract.
18. Reference to Other Data: Only information received in response to this RFP will be reviewed. Appendices are accepted.
19. Disclosure: Please be aware that responses may be subject to disclosure under the North Carolina Public Act. If your firm is selected by CMS, the financial terms of the agreement will be public information. For clarification, please contact the CMS general counsel's office at 980-343-6228.

PRICE PROPOSAL SHEET

See Cost Proposal Sheet in NC eVP RFP offering.

EXECUTION OF PROPOSAL

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 120 days from the date of the opening, to furnish the subject goods and services as outlined in their response.

OFFEROR (Company Name):	
ADDRESS (street address):	
CITY, STATE, ZIP:	
TELEPHONE NUMBER:	
EMAIL:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	

By signing the proposal, the vendor is accepting the Uniform Guidance terms and conditions listed.

Signed By: _____ Title: _____ Date: _____
(Signature)

(Typed or printed name)

Uniform Guidance Procurement Policy Compliance Statement:

“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).” Additional information can be found at:

<http://www.cms.k12.nc.us/cmsdepartments/Finance/procurementservices/Pages/default.aspx>

ACCEPTANCE OF PROPOSAL

(Charlotte-Mecklenburg Board of Education)

BY: _TITLE:_____DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

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.

FEDERAL UNIFORM GUIDANCE

Minority, Women, and Small Business Enterprise (MWSBE) Certification

Entities should indicate their MWSBE status when responding to this Competitive Informal Quote

Check all that apply:

- ☐ Minority Owned Business
- ☐ Women Owned Business
- ☐ Small Business Enterprise

- ☐ **Yes**, I certify that my company has been certified by a bona fide certifying entity as a Historically Underutilized Business (HUB), including by way of example, and not limitation, such as the North Carolina Department of Administration, Carolinas Minority Supplier Development Council, National Minority Supplier Development Council, Women Business Enterprise Network Council, Greater Women's Business Council and/or City of Charlotte Small Business Enterprise Certification. **I have attached a copy of our certification to this form.**
- ☐ **No**, my company has not yet received MWSBE certification.
- ☐ **No**, my company is not a minority, woman, or small business enterprise.

Company Name (Please Print)

Signature of Authorized Representative

Print Authorized Representative Name

Date

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)

Utilization Form

For: Purchases of Goods and Services

We, _____ do certify that on the
(Bidder)

(Bid Description)

_____ \$ _____
(Bid Number) (Dollar Amount of Bid)

This form must be completed regardless of the amount or lack of M/W/SBE participation attained.

I will expend a minimum of _____ % of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/SBEs will be employed as vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Address	*M/W/SBE Category	Work description	Dollar Value

*M/W/SBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) Native American Indian (**N**), Female (**F**), Small (**S**), or Socially and Economically Disadvantaged (**D**)

The undersigned will enter into a formal agreement with Minority/Women/ Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Charlotte-Mecklenburg Board of Education.
Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2024

Notary Public _____

My commission expires: _____

This form must be completed regardless of the amount or lack of M/W/SBE participation attained.

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.

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.

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

2. Proposals should be submitted **no later than April 10, 2024 @ 3:00PM, EST (Prevailing Local Time)**
3. The complete proposal must include:

- | | |
|-------------------|--|
| Part I: | Cover page |
| Part II: | Executive summary (please provide an overview that includes information about your organization, experience & expertise, the services you provide, and how your organization proposes to contribute to this work.) |
| Part III: | Pricing/Fee Proposal |
| Part IV: | Signed Execution of Proposal |
| Part V: | Federal Uniform Guidance MWSBE Certification |
| Part VI: | MWSBE Utilization Form |
| Part VII: | Copy of Signed Addenda (when applicable) |
| Part VIII: | Detailed information answering the RFP questions & areas of interest (please answer these questions in order including the question number & question along with each response) |
| Part IX: | References |

4. Each Proposal must include all Parts listed above to be considered a complete submittal. Failure to include all Parts could result in a rejection of the proposal.

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 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 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. Offerors 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.

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.