


<p>The Charlotte-Mecklenburg BOE</p>  <p>4421 Stuart Andrew Blvd. Charlotte NC 28217</p>	<b>REQUEST FOR PROPOSAL NO. 163-12272024TB (FCC FORM 470 - #250002936)</b>	
	Proposals will be publicly opened: January 29 <sup>th</sup> , 2025 @ 3:00 PM EST (Prevailing Local Time)	
	Contract Type: Agency Specific Contract	
<b>Refer ALL Inquiries to:</b> Anthony A Becker Telephone No. 980-343-6390	Commodity: UNSPSC Code: 83111603 – Cellular Telephone Services	
E-Mail: <a href="mailto:anthonya.becker@cms.k12.nc.us">anthonya.becker@cms.k12.nc.us</a>	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). **[See PROPOSAL SUBMISSION on page 5.]** **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 Request for Proposals (RFP), 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** and the **CHARLOTTE MECKLENBURG BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not 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:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least ninety 90 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein 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</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of CHARLOTTE MECKLENBURG BOARD OF EDUCATION)</b></p>
---

## Contents

<b>1.0</b>	<b>PURPOSE AND BACKGROUND .....</b>	<b>4</b>
<b>1.1</b>	<b>CONTRACT TERM .....</b>	<b>4</b>
<b>2.0</b>	<b>GENERAL INFORMATION .....</b>	<b>4</b>
<b>2.1</b>	<b>REQUEST FOR PROPOSAL DOCUMENT .....</b>	<b>4</b>
<b>2.2</b>	<b>E-PROCUREMENT FEE.....</b>	<b>4</b>
<b>2.3</b>	<b>NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS .....</b>	<b>4</b>
<b>2.4</b>	<b>RFP SCHEDULE .....</b>	<b>5</b>
<b>2.5</b>	<b>PROPOSAL QUESTIONS .....</b>	<b>5</b>
<b>2.6</b>	<b>PROPOSAL SUBMITTAL .....</b>	<b>5</b>
<b>2.7</b>	<b>PROPOSAL CONTENTS .....</b>	<b>6</b>
<b>2.8</b>	<b>ALTERNATE PROPOSALS .....</b>	<b>6</b>
<b>2.10</b>	<b>DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....</b>	<b>6</b>
<b>3.0</b>	<b>METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS .....</b>	<b>7</b>
<b>3.1</b>	<b>METHOD OF AWARD .....</b>	<b>7</b>
<b>3.2</b>	<b>CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....</b>	<b>7</b>
<b>3.3</b>	<b>PROPOSAL EVALUATION PROCESS.....</b>	<b>7</b>
<b>3.4</b>	<b>EVALUATION CRITERIA .....</b>	<b>8</b>
<b>3.5</b>	<b>INTERPRETATION OF TERMS AND PHRASES.....</b>	<b>8</b>
<b>4.0</b>	<b>REQUIREMENTS .....</b>	<b>8</b>
<b>4.1</b>	<b>PRICING .....</b>	<b>9</b>
<b>4.2</b>	<b>INVOICES.....</b>	<b>9</b>
<b>4.3</b>	<b>HUB PARTICIPATION.....</b>	<b>9</b>
<b>4.4</b>	<b>VENDOR EXPERIENCE .....</b>	<b>9</b>
<b>4.5</b>	<b>REFERENCES.....</b>	<b>9</b>
<b>4.6</b>	<b>BACKGROUND CHECKS .....</b>	<b>9</b>
<b>4.7</b>	<b>PERSONNEL.....</b>	<b>11</b>
<b>4.8</b>	<b>VENDOR’S REPRESENTATIONS .....</b>	<b>12</b>
<b>4.9</b>	<b>QUESTIONS TO VENDORS.....</b>	<b>12</b>
<b>4.10</b>	<b>AGENCY INSURANCE REQUIREMENTS MODIFICATION .....</b>	<b>12</b>
<b>4.11</b>	<b>LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS.....</b>	<b>12</b>
<b>5.0</b>	<b>SPECIFICATIONS AND SCOPE OF WORK .....</b>	<b>13</b>
<b>5.1</b>	<b>GENERAL .....</b>	<b>13</b>
<b>5.2</b>	<b>SPECIFICATIONS .....</b>	<b>13</b>
<b>5.3</b>	<b>TASKS/DELIVERABLES .....</b>	<b>13</b>
<b>5.4</b>	<b>PROJECT ORGANIZATION.....</b>	<b>13</b>

**5.5 TECHNICAL APPROACH .....14**

**5.6 CERTIFICATION AND SAFETY LABELS.....14**

**6.0 CONTRACT ADMINISTRATION .....14**

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE .....14**

**6.2 POST AWARD PROJECT REVIEW MEETINGS.....15**

**6.3 CONTINUOUS IMPROVEMENT .....15**

**6.4 PERIODIC STATUS REPORTS .....15**

**6.5 ACCEPTANCE OF WORK .....15**

**6.6 FAITHFUL PERFORMANCE.....16**

**6.7 TRANSITION ASSISTANCE .....16**

**6.8 DISPUTE RESOLUTION .....16**

**6.9 CONTRACT CHANGES .....16**

**6.10 DATA CONFIDENTIALITY AND SECURITY AGREEMENT .....16**

**7.0 ATTACHMENTS.....17**

**ATTACHMENT A: PRICING (OR COST PROPOSAL) .....17**

**ATTACHMENT B: INSTRUCTIONS TO VENDORS .....17**

**ATTACHMENT C: THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION GENERAL TERMS & CONDITIONS .....17**

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION (MWSBE).....17**

**ATTACHMENT E: CUSTOMER REFERENCE FORM.....17**

**ATTACHMENT F: NC LUNSFORD.....17**

**ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS .....17**

**ATTACHMENT H: CHARLOTTE MECKLENBURG BOARD OF EDUCATION CONTRACT TEMPLATE .....17**

## 1.0 PURPOSE AND BACKGROUND

---

The Charlotte-Mecklenburg Board of Education is seeking qualified vendors to submit proposals for E-Rate eligible services for the 2025-2026 funding year for approximately 4,500 Mobile Hotspots and associated Cellular Services.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of *one (1)* year, beginning on the date of July 1, 2025.

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 two (2) 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 **90** days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, The Charlotte Mecklenburg Board of Education reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

---

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP 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 RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL 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 RFP 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 contract award.

Other than through the process of 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 proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal 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 RFP 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 negotiation 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 proposal as nonresponsive.**

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	CMS	Friday, December 27, 2024
Hold Pre-Proposal Meeting/Site Visit	CMS	Not Applicable
Submit Written Questions	Vendor	Thursday, January 9, 2025
Provide Response to Questions	CMS	Tuesday, January 14, 2025
Submit Proposals	Vendor	Wednesday, January 29, 2025 @ 11:59 PM (EST)
Contract Award	CMS	Upon Completion of Review and Approval

## 2.5 PROPOSAL QUESTIONS

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

Written questions shall be submitted to <https://forms.gle/wCsvkpVfjhBmUC4G7> by the date and time specified above. Vendors should enter “RFP #163-12272024TB: Questions” as the subject for the email. Question submittals 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, The Charlotte Mecklenburg Board of Education’s response, and any additional terms deemed necessary by The Charlotte Mecklenburg Board of Education will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and to the E-Rate Portal, EPC, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

**\*\*\*\*\* MANDATORY \*\*\*\*\***

All proposal responses shall be submitted electronically via <https://www.dropbox.com/request/6EBTgbbuEm5uufx4V34T> by the date time noted above in this RFP schedule. You should receive written confirmation of submittal.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

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

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check The Charlotte Mecklenburg Board of Education'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 RFP and all Addenda thereto.

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP 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 proposal, in The Charlotte Mecklenburg Board of Education's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (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; including email address, along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP. *[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: PRICING
- g) Completed version of ATTACHMENT B: INSTRUCTIONS TO VENDORS
- h) Completed version of ATTACHMENT C: THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS
- i) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION (MWSBE)
- j) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- k) Completed version of ATTACHMENT F: NC LUNDSFORD
- l) Completed and signed version of ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS
- m) Completed and signed version of ATTACHMENT H: CHARLOTTE MECKLENBURG BOARD OF EDUCATION CONTRACT TEMPLATE

## 2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # \_\_\_ *[for 'name of Vendor']*". Each proposal 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 proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in the Instructions to Vendors found below which are incorporated herein by this reference.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

---

### 3.1 METHOD OF AWARD

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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, 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 RFP 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.

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP 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 proposal to this RFP, 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 proposal 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 RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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 RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be announced. The announcement shall be made public at the time it is created. When negotiations after receipt of bids is authorized, only the names of offerors shall be announced at the time of opening. 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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

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 Charlotte Mecklenburg Board of Education's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal 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 EVALUATION CRITERIA

The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes The Charlotte Mecklenburg Board of Education business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow The Charlotte Mecklenburg Board of Education to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

**EVALUTION METHOD:** Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to The Charlotte Mecklenburg Board of Education.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to The Charlotte Mecklenburg Board of Education:

1. Price/Cost
2. Meeting Overall Needs
3. Vendor Experience with School/District or References
4. Local Presence

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 proposal in its entirety.

## 4.0 REQUIREMENTS

---

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. If a Vendor is unclear about

a requirement or specification or believes a change to a requirement would allow for The Charlotte Mecklenburg Board of Education to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

#### **4.1 PRICING**

Proposal price shall constitute the total cost to The Charlotte Mecklenburg Board of Education for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

#### **4.2 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 information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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 OR SERVICES ACCEPTED.***

#### **4.3 HUB PARTICIPATION**

It is The Charlotte Mecklenburg Board of Education policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support The Charlotte Mecklenburg Board of Education's Historically Underutilized Business. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.4 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to The Charlotte Mecklenburg Board of Education. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

#### **4.5 REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The Charlotte Mecklenburg Board of Education *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Proposal.

#### **4.6 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by The Charlotte Mecklenburg Board of Education.

##### **4.6.1 GENERAL INFORMATION**

It is the policy of The Charlotte Mecklenburg Board of Education to provide a safe environment for State Government employees to work. Due to the Contract requirements, The Charlotte Mecklenburg Board of Education requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.

- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in The Charlotte Mecklenburg Board of Education of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The Charlotte Mecklenburg Board of Education may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, The Charlotte Mecklenburg Board of Education may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

#### **4.6.2 BACKGROUND CHECK REQUIREMENTS**

As part of Vendor's criminal background checks, the details below must be provided to The Charlotte Mecklenburg Board of Education:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

#### **4.6.3 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.

- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify The Charlotte Mecklenburg Board of Education within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

#### 4.6.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  1. Original unaltered criminal background check from the organization providing the background check.
  2. The background check provider's company name, company mailing address, and contact phone numbers.
  3. The full name of the individual, which matches the government issued photo ID.
  4. The current address of individual being checked.
  5. The date the criminal background check search was conducted.

#### 4.6.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to The Charlotte Mecklenburg Board of Education in order to perform Services under this Contract:

YES  NO

#### 4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by The Charlotte Mecklenburg Board of Education. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel.

The Charlotte Mecklenburg Board of Education will approve or disapprove the requested substitution in a timely manner. The Charlotte Mecklenburg Board of Education may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, The Charlotte Mecklenburg Board of Education may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### 4.8 VENDOR'S REPRESENTATIONS

If Vendor's Proposal 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.

#### 4.9 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process. Vendor should review all information in Form 470 of the E-Rate Rules.

#### 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

1. [Important: The insurance requirements set forth in The Charlotte Mecklenburg Board of Education General Terms and Conditions, *Insurance* paragraph, are minimal requirements.
2. *Potential for damage to District property or property of a third party,*
3. *Potential for bodily injury to State employees or third parties,*
4. *Whether Vendor will transport The Charlotte Mecklenburg Board of Education property, clients, or employees,*
5. *Use of a vehicle to accomplish the work or to travel to or from The Charlotte Mecklenburg Board of Education locations,*
6. *Anticipated physical contacts of the Vendor with The Charlotte Mecklenburg Board of Education,*
7. *Anticipated number and activity of Vendor personnel within The Charlotte Mecklenburg Board of Education, and*
8. *Any other unique considerations that could result in harm, bodily injury, or property damage.*

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

#### 4.11 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** the ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATE FOR FEDERAL GRANTS when responding to this solicitation.

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

---

### 5.1 GENERAL

The Charlotte-Mecklenburg Board of Education is seeking qualified vendors to submit proposals for E-Rate eligible services for the 2025-2026 funding year for approximately 4,500 Mobile Hotspots including associated Cellular Services.

### 5.2 SPECIFICATIONS

- Include the correct Service Provider Identification Number (SPIN) for the services being provided
- All bids should clearly delineate eligible and ineligible products/services (e.g., DDoS) and their associated costs.
- Bidder is expected to provide the lowest corresponding price per E-Rate Rules. For details see - <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>
- Bidder must agree to provide the Applicant the choice of discount methods SPI or BEAR.
- All contracts awarded will be contingent upon E-Rate funding and final board approval. The applicant may choose to do all or part of the project.
- All applicable fees, surcharges, and taxes must be identified on the bid. The local tax rate is 7.25%. **Fees and surcharges that apply but are not listed on the bid will be the responsibility of the bidding company, should their bid be awarded.**
- Proposals should include information on whether the suspension of summer service is an option.
- Proposals should clearly state if Internet filtering is included if there is an ineligible fee associated with the filter.
- Successful bidder will:
  - Provide monthly paperless invoices
  - Provide monthly usage and monitoring reports
  - Provide technical support
  - Offer a process for device replacement
  - Ensure timely and efficient customer service
- Bidders should know that submitted proposals are subject to a Public Document Request.
- The Pricing Spreadsheet in the RFP section of the Form 470 is required. Note there are two tabs on the spreadsheet.

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

### 5.3 TASKS/DELIVERABLES

- Proposals are requested for 4,500 hotspot devices.
  - Each hotspot should be at least 4G LTE (or equivalent), able to handle download speeds between 5 and 12 Mbps (Megabits per second) and upload speeds between 2 and 5 Mbps, with peak download speeds approaching 50 Mbps.
  - Preference will be given to data plans that provide 5G and higher categories of LTE service in our location.
  - The quantity requested is an estimate. This number may need to be adjusted up or down.
  - Proposals are requested for both a 1-year and 3-year option.
- Bids should include an option for CIPA compliant filtering.
  - If there is a charge for CIPA compliant filtering, it must be on a separate line item in the bid.
- Unlimited data is required

### 5.4 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

**5.5 TECHNICAL APPROACH**

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor’s approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**5.6 CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are 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 inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, 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.

**6.0 CONTRACT ADMINISTRATION**

---

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 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of The Charlotte Mecklenburg Board of Education, shall be required to meet periodically with The Charlotte Mecklenburg Board of Education for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

## **6.3 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 consists of various ways to enhance business efficiencies as performance progresses.

## **6.4 PERIODIC STATUS REPORTS**

The Vendor shall be required to provide Management Reports to the designated Contract Lead on an as needed basis. This report shall include, at a minimum, information concerning [*the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules*]. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within 45 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

## **6.5 ACCEPTANCE OF WORK**

Performance of the work and/or 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.

## 6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor.

## 6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to The Charlotte Mecklenburg Board of Education, at the option of The Charlotte Mecklenburg Board of Education, for up to \_\_\_\_ *[insert number - max of six months]* months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to The Charlotte Mecklenburg Board of Education or its designees. If The Charlotte Mecklenburg Board of Education exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The Charlotte Mecklenburg Board of Education shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## 6.8 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.

## 6.9 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 through the contract administrator.

## 6.10 DATA CONFIDENTIALITY AND SECURITY AGREEMENT

As a condition of acceptance to work with The Charlotte Mecklenburg Board of Education, the awarded vendor will be required to complete the Data Confidentiality and Security Agreement as it relates to Charlotte Mecklenburg Schools student's and employee's personal identifiable information.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

## **7.0 ATTACHMENTS**

---

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

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: PRICING (*OR COST PROPOSAL*)**

**Complete and return** the Pricing associated with this RFP, in a separate excel document noted as HOTSPOT PRICING SPREADSHEET.

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

---

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

The Charlotte Mecklenburg Board of Education General Terms and Conditions, which are incorporated herein by this reference, may be found here: <https://www.cmsk12.org/Page/8947>

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION (MWSBE)**

---

**Complete and return**

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

---

**Complete and return**

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

---

**Complete and return**

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

---

**Complete and return** the Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents.

#### **ATTACHMENT H: CHARLOTTE MECKLENBURG BOARD OF EDUCATION CONTRACT TEMPLATE**

---

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