



## THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

Request for Proposal #: 163-02012026TS-AS

Transportation Services

Date Issued: Monday, February 16, 2026

Proposal Opening Date: Monday, March 9, 2026

at 02:00 PM ET

Direct all inquiries concerning this RFP to:


Amy Shire

Senior Purchasing Agent

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<p style="text-align: center;"><b>The Charlotte-Mecklenburg BOE</b></p> <p style="text-align: center;"> Charlotte-Mecklenburg Schools</p> <p style="text-align: center;"><b>4421 Stuart Andrew Blvd.</b> <b>Charlotte NC 28217</b></p>	<p><b>Request For Proposal 163-02012026TS-AS</b></p>	
	<p>Proposals will be publicly opened: <b>Monday, March 9, 2026 @ 2:00 pm EST</b></p>	
<p><b>Refer ALL Inquiries to:</b> Amy Shire Office: 980-343-6615</p> <p>E-Mail: <a href="mailto:amym.shire@cms.k12.nc.us">amym.shire@cms.k12.nc.us</a></p>	<p>Commodity: Transportation Services</p>	
	<p>Contract Type: Agency Specific Term Contract</p>	
	<p>Using Agency Name: Charlotte-Mecklenburg Board of Education (abbreviated as CMBOE or CMBE )</p> <p>Website: <a href="http://www.cms.k12.nc.us">www.cms.k12.nc.us</a></p>	

**NOTICE TO BIDDERS**

**ONLY Electronic responses will be accepted for this solicitation. You must register to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active. NO MAILED, COURIERED, FAXED, OR EMAIL SUBMISSIONS WILL BE ACCEPTED.** Bids are subject to rejection unless submitted on this form. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s).

**Federal Uniform Guidance:** "Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). Including the prohibitions outlined in (2 C.F.R. 200.216)." Additional information can be found at: <https://www.cmsk12.org/Page/8947>

**EXECUTION**

In compliance with this Invitation for Bids (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 CMBE 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 cannot be accepted.**

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

**VALIDITY PERIOD**

Offer shall be valid for at least 120 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.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_.

**(Authorized Representative of CHARLOTTE MECKLENBURG BOARD OF EDUCATION)**

Ver: 11/2023

## **INTRODUCTION AND OBJECTIVES**

Charlotte-Mecklenburg Schools currently transports over 2,000 students using contracted vendors. The primary goal of this RFP is to identify, procure, and provide a rigorous commitment to operational safety, driver excellence, technological modernization, regulatory compliance and cost effectiveness. The selected vendor will play a critical role in ensuring the secure movement of CMBE students.

The objective is to identify, procure, modernize and deploy transportation companies to better support CMBE staff and students. Vendors must integrate real-time GPS tracking hardware, driver, and fleet management technology, student assignment software, and a parent app that tracks student location.

The successful implementation of this comprehensive system is critical to significantly enhancing student safety, optimizing operational efficiency, and ensuring full compliance with all federal, state, and local regulatory requirements.

CMBE may award the resulting Contract in the manner that best serves the interests of the district. While a single award may be made to one Vendor for all items, CMBE also reserves the right to make multiple awards, including awards for individual items or groups of items, if such awards are determined to be most advantageous to the Charlotte-Mecklenburg Board of Vendors shall provide unit pricing and are also requested to submit a lump-sum price. CMBE further reserves the right to reject any or all bids at its sole discretion.

## **Project Overview**

CMBE currently serves over 2,000 students in contracted services and is seeking proposals from qualified specialized transport providers with the ability to demonstrate a rigorous commitment to operational safety, driver excellence, and regulatory compliance. The selected vendor will play a critical role in protecting public safety and ensuring the secure movement of CMBE students.

## **Key Objectives:**

Real-time Visibility: Establish and maintain accurate, real-time GPS location tracking for all designated fleet vehicles, ensuring continuous data availability for operational oversight and incident response.

Driver Safety, Behavior, & Performance: Monitor and report driver behavior metrics, including but not limited to harsh braking, rapid acceleration, speeding, and unauthorized route deviations, with the intent to promote safe driving practices and reduce liability exposure.

Operational Efficiency: Enhance fleet performance by improving on-time arrival rates, optimizing route adherence, and reducing vehicle downtime through proactive diagnostics and maintenance.

Communication: Facilitate secure, timely, and bidirectional communication between drivers, dispatch personnel, and administrative staff through integrated messaging platforms and mobile applications, including real-time updates to parents and guardians.

Student Safety: Strengthen student safety protocols by enabling visibility into vehicle location, driver conduct, and trip completion status, while ensuring compliance with all applicable federal, state, and local transportation safety regulations.

## SCOPE OF WORK

The Contractor hereby agrees to provide student transportation Services to CMBE on an as-needed basis as requested by CMBE and as follows:

Contractor shall provide for the safe and efficient transportation of exceptional children, McKinney-Vento Act children, foster children, 504 Plan children, and other students with special needs. In limited circumstances, transportation may also be required for students who live at a significant distance from their peers and cannot be accommodated by traditional school bus routes.

All Contractors are required to register their company, drivers and vehicles with Charlotte Mecklenburg Police Department (CMPD) in accordance with the Passenger Vehicle for Hire Ordinance. Drivers will be hired by the Contractor, and such drivers shall meet the requirements of the Charlotte Mecklenburg Passenger Vehicle for Hire Ordinance. Vehicles will be owned by the Contractor and shall meet the requirements of the Charlotte Mecklenburg Passenger Vehicle for Hire Ordinance.

Prior to operating any vehicle in performance of the Services hereunder, each driver shall be licensed in accordance with Vehicle for Hire Ordinance (and shall undergo any fingerprinting, drug testing and background checks required by the CMPD and shall pass any and all other tests or inspections required by the Charlotte Mecklenburg Passenger Vehicle for Hire Ordinance) and any other applicable laws, ordinances and regulations, and related requirements of the CMBE .

Company must check the NC Sex Offender and Public Protection Registration Program, the NC Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees/drivers and must provide an owner signed letter stating the company has done so for proposed drivers and will do so for any new drivers.

Contractor drivers and vehicles cannot be used to transport CMBE students unless they have valid credentials including, but not limited to, valid driver's licenses, valid PVH driver permits, valid PVH vehicle permits, current insurance coverage and up-to-date inspections (Attachment D).

Contractors shall provide CMBE with monthly verification of driver and vehicle registration, to include but not limited to a list of all drivers that will serve CMBE students, a list of all vehicles operated to transport CMBE students, and copies of driver's licenses, PVH permits, and inspection information.

The Contractor shall be responsible for keeping abreast of all changes in laws and regulations and complying with them. Any rules or regulations heretofore or hereafter adopted by the State Board of Education and all other present or future state or federal statutes or regulations affecting the transportation of students shall become a part of the resulting contract entered into for the transportation of exceptional children, McKinney Vento Act children, foster children and 504 Plan children and shall be fully complied with by the Contractor.

Contractor's drivers should have safe driving records, professional driving habits, and be of high moral character. Each driver must be experienced, reliable, responsible, healthy and clean with proper attire. If any driver is charged with criminal or traffic offenses or drug use during the term of this Contract or engages in any activity adversely reflecting on his or her ability or competence to transport students, the Contractor shall immediately notify the CMBE Project Manager in writing.

Before any driver begins transporting students, the Contractor shall provide the driver with a copy of the Scope of Work. The Contractor shall execute a written statement to the CMBE on company letterhead signed by the driver, attached hereto as Attachment B, certifying that each specific driver has received a copy of the Scope of Work, has read or has had the provisions explained, and understands the terms and conditions.

The CMBE reserves the right to reject any driver at any time for any reason it deems appropriate in its sole discretion. The CMBE reserves the right to notify the Contractor that a driver is not acceptable, and the Contractor shall immediately cease using the driver in performance of the Services for the CMBE.

The CMBE may require all drivers transporting exceptional children, McKinney Vento Act children, foster children and 504 Plan children to attend training programs to be conducted by CMBE personnel at CMBE's expense to teach drivers how to deal with the special needs of specific children and to attend subsequent sessions should it be deemed necessary by the CMBE in its sole discretion. Additionally, the CMBE may require that all drivers complete a designated Driver Training Class at the Contractor's or driver's expense in addition to the driver training that is required by the CMPD PVH Ordinance.

All drivers must possess and wear a CMBE issued identification badge while transporting CMBE students. It is the Contractor's responsibility to ensure that all drivers have the photo identification badge created by CMBE. Contractors shall collect and return to CMBE's Project Manager all badges for their drivers who no longer transport CMBE students.

Contractor drivers are required to ensure that each student properly utilizes his/her seat belt when riding in the vehicle and for ensuring compliance with Child Safety provisions. The number of passengers in a vehicle shall not exceed the number of seat belts in the vehicle and the number of passengers may be restricted further related to health/disease concerns. If wheelchair service is provided, Contractor's drivers are responsible for the required wheelchair tie down. At no point during the performance of services under the resulting contract shall the Contractor leave any CMBE student(s) unattended in the vehicle(s).

All drivers must check vehicles for students remaining on board in error after each school drop off and at the end of their AM & PM routes. If students have remained on board vehicles in error, Contractor dispatcher shall immediately notify the CMBE Transportation Department about the incident for further transport instructions. Drivers must always stay in their vehicle when students are on board.

Contractor's drivers shall only pick up and/or drop off students at the addresses/locations assigned to the Contractor in writing by the CMBE contract Project Manager. Contractor dispatcher and drivers shall not change the addresses/locations of home or school pick up and drop off without contacting the CMBE Transportation Department contract Project Manager for CMBE's written permission to make the change.

Contractors shall, always, provide clean and properly maintained motor vehicles that have current inspection certificates, PVH permits, and required insurance coverage and that otherwise comply in all respects with applicable safety laws, regulations, and ordinances. Upon the request of the CMBE, Contractor shall promptly provide all applicable safety and inspection certificates, permits, and records. All contracted vehicles shall be identified with Contractor's name and phone number imprinted on the vehicle. Third party advertising shall not be displayed on contracted vehicles providing Services for the CMBE. The CMBE reserves the right to inspect Contractor's vehicles using CMBE employees when deemed necessary by the CMBE, in its sole discretion.

Contractor is responsible for the acquisition of gasoline, oil, or other essential items involved with the operation of said vehicles. The contractor will be responsible for all cost(s) thereof.

All vehicles used for the transportation of exceptional children, McKinney-Vento Act children, foster children, 504 Plan children and regular education children shall be equipped with operable two-way radios and/or mobile telephones, and/or other two-way communication devices, and shall have dispatch service available during school days while students are being transported. Contractors will also provide car seats, booster seats, or any other age-appropriate safety equipment required under North Carolina law or deemed necessary by CMBE, at no additional cost.

The use of contracted vehicles while in service to the CMBE shall be limited to transporting the assigned CMBE students who are exceptional children, McKinney Vento Act children, foster children and 504 Plan children. No other person shall be permitted to ride in vehicles with students without the prior written consent of the CMBE.

In the event of an accident, Contractor shall contact police, the CMBE Transportation Department, parents, and the school(s) that any student(s) on board the vehicle attends immediately at the time of the accident. Contractor's driver must be tested by drug/alcohol within 1 to 8 hours of the accident unless other arrangements are approved in writing by CMBE. Contractor's driver shall not be allowed to transport students while waiting for drug/alcohol test results.

Within 48 hours after such accident, the Contractor shall provide the CMBE Transportation Department with a police report, driver's drug/alcohol test results and a written statement from the driver regarding the incident. The Contractor will be responsible for the arrangements and cost associated with the drug/alcohol tests.

Contractor shall immediately notify CMBE Transportation Department, the school(s,) and the parents if there is an incident with students on board involving any type of bullying, harassment, safety issue or injury. Contractors shall also provide the school with a student referral form related to the incident for the school to take appropriate disciplinary action. In compliance with Federal Law and Title IX of the Education Amendments of 1972, contractor will report to the school, on the proper form, any discrimination or harassment on the basis of sex, gender, race, color, religion, national origin, age, or disability against any CMBE student by any party while Contractor is in the course of providing the Services.

Contractor shall notify CMBE immediately if a PVH citation or a driving violation ticket is issued for its company, drivers, or vehicles used in providing Services to CMBE students. Contractor agrees to share a copy of the citation/ticket and all related information along with a plan of action to correct the issue. Contractor shall not use the related driver and/or vehicle until Contractor has confirmed with CMBE on a satisfactory resolution of the issue that resulted in a citation/ticket.

Services should be made available according to the individual student's school schedules as established by the CMBE. In the event of inclement weather and/or emergencies as authorized by school authorities or parents of the student, Services shall be made according to the individual student's revised school schedule.

Mileage will be logged from the first pick-up point to the last discharge point on a predetermined route. Carpooling of exceptional students is permitted and encouraged by the CMBE when applicable and when there is no passenger restrictions related to health/disease concerns. The CMBE may require carpooling on routes in its sole discretion.

Students shall be transported directly to their schools as per predetermined routes in the morning and home in the afternoon without any unscheduled stops except for driver-recognized emergencies. In the event of an emergency stop, the driver must notify the CMBE Transportation Department and the appropriate school(s) of exact time and of exact place of the vehicle and students as well as the nature of the stop.

The CMBE reserves the right to dispatch CMBE security or call 911 for emergency assistance to the stop location.

Certain exceptional children as determined by school administrators and all Pre-Kindergarten children should not be dropped off at home if no adult is present. Contractor's dispatcher should immediately notify the CMBE Project Manager for further instructions when this situation arises. In such situations, the CMBE may further direct the contractor to return the student to their school or home after all other children have been transported or to take the student to Social Services.

In the event of a delay in service (tardiness) 15 minutes or more, the Contractor or his/her driver shall notify the school, parents, and the CMBE Transportation Department of the delay.

Some regulations and our practices require students to be transported to school, if logistically possible, within 24-48 hours of our knowledge of transport needs.

Response to a request to place a student within 1-36 hours.

Repeated rejection of students that we offer to assign to your company will reduce our willingness to try to assign more students, which will result in a reduction to your contracted business.

Our contract expectations are that the vendor has “sufficient experience, personnel, and resources to complete the Services. “Vendors should be able to modify their business plans with our needs, when our student population requiring contracted transportation services increases or decreases. Vendors should have spare vehicles and drivers ready to provide services without significant delay for new students assigned and in case of need to replace driver or vehicle for any reason.

**Pricing, Mileage, Billing and other Reporting Requirements:**

Mileage for each route will be determined by measurement by the school system’s Transportation Department and payments to Contractor will be based on that pre-measured mileage unless a flat fixed fee is valid.

If a student is absent and the Contractor has been notified not to pick up the student, the Contractor will be responsible for taking the shortest route possible to the next pickup point. In such an event, invoices and payment shall be based on the actual, reduced mileage.

If actual mileage exceeds the pre-measured mileage for a route (due to road closings, hazardous conditions etc.), mileage reimbursements will be based on the pre-measured mileage unless the reason for the overage is explained on the weekly invoice and approved by the CMBE Project Manager.

The Contractor shall submit to the CMBE on or before the first (1st) working day after the end of each week, an invoice showing the total mileage/cost involved in transporting students for that time.

Accuracy in billing is required. The Contractor will submit all weekly invoices to CMBE no later than the first (1st) working day following the close of each service week. This deadline is mandatory.

CMBE will issue one (1) reminder only for any missing invoice.

If the invoice is not received immediately after this reminder, the Contractor will incur the contract-defined penalty, equal to ten percent (10%) of the total invoice amount. This requirement is objective, non-negotiable, and not subject to interpretation.

All invoices submitted must be accurate and complete at the time of submission. The Contractor will be granted one (1) opportunity to correct any inaccurate or incomplete invoice. If the corrected invoice remains inaccurate—or if additional corrections are required—CMBE will apply the defined penalty equal to ten percent (10%) of the total invoice amount without further notice.

Failure to comply with these requirements shall constitute contract non-performance and may result in additional remedies as outlined in the General Terms and Conditions. Invoices shall include the following detailed information in the Microsoft Excel format specified in Attachment C:

List of students sorted alphabetically by last name, first name and including:

- Students’ Address
- Students School
- Driver’s Last and First Name
- Vehicle Number

- Student Rides- AM, PM or Both
- AM Mileage, PM Mileage- As provided by CMS
- Rate per Mile
- Additional Sibling/Passenger
- Daily Rate for Each day of the Week
- Total Fare Charge Summary Page
- Notes-Other Miscellaneous Safety Related Information by Student such as Nurse Rides, etc.

The Contractor shall prepare separate Exceptional Children (EC), McKinney Vento Act (MCV), MCV Afterschool (MCV-AS), Foster Students (DSS), 504 Students, and Transportation Time and Distance (Trans) invoices.

Weekly invoicing is required. The Contractor shall provide one electronic copy of each weekly invoice, with all required details, emailed to Accounts Payable @ [cms.apinvs@cms.k12.nc.us](mailto:cms.apinvs@cms.k12.nc.us) and Project Manager for approval. The Contractor shall follow the Microsoft Excel format specified in Attachment C. The Contractor shall also prepare a weekly list of chargeable no-shows by student, including date, AM/PM designation, and associated school. This report shall be provided on a weekly basis, with a cumulative year-to-date summary maintained and updated weekly. The Contractor shall additionally prepare a weekly list of non-chargeable absences by student, including date, AM/PM designation, and associated school. These reports shall be submitted weekly.

For any trip, which the Contractor delivers the students more than 30 minutes after the morning bell or arrives 30 minutes after the dismissal bell, the CMBE will pay only 50% of the normal fare for that trip. For any trip, which the Contractor does not show up to provide service to a student, there will be no payment to Contractor for that trip.

Pick up of student(s) at home must be canceled by parent or guardian thirty (60) minutes ahead of scheduled pick-up time or a no-show charge may be incurred if the Contractor has already dispatched a vehicle.

Pickup from the school will fall under the same requirement when the Contractor makes a scheduled dispatch and school personnel have not provided cancellation notice at least thirty (60) minutes prior to the scheduled pick-up time. "No-Show" charges for afternoon pickups shall not apply when more than one student is scheduled to be picked up and at least one student is transported.

The reimbursement rate specified in the Contract shall apply for the whole term of the Contract.

For specific Services covered by the contract, the CMBE will pay the Contractor at the agreed rate per mile and at the pre-measured mileage provided to the Contractor at the time of student's assignment unless a flat fixed fee is valid. Payments are made on a net 30-day basis.

ACH payments must be implemented for all payments issued under this Contract. The Contractor will not be paid unless they are fully enrolled in ACH. New vendors must work through the Project Coordinator to complete all required steps to be set up as a new supplier. Inquiries regarding payment status may only be submitted by email to the Transportation Department. Acknowledgement of such inquiries may be available by Internet e-mail within 2 working days if administratively possible. No inquiries regarding payment status will be accepted if there are less than 30 days from date of receipt of a valid invoice.

Contractors may not provide services unless they have a Purchase Order signed by all parties. Contractors are responsible for tracking the depletion of the PO amount and shall notify the Project Manager of any anticipated depletion at least one (1) week in advance and prior to continuing any work. Non-compliance with this requirement will result in immediate non-payment, without exception.

Contractors may not provide services unless they have a Purchase Order signed by all parties. Contractors are responsible for tracking the depletion of the PO amount and shall notify the Project Manager of any anticipated depletion at least one (1) week in advance and prior to continuing any work. Work performed without a fully executed PO, or work exceeding the authorized PO amount without prior written approval, constitutes an unauthorized commitment under G.S. 159-28 and is not eligible for payment. Immediate non-payment will result, without exception.

An annual meeting will be held in the summer before each school year begins declaring expectations. Semi-Annual evaluations of each contractor will be assessed based on the attached rubric (See Attachment E).

Failure to comply strictly with any of the terms of this Contract shall be deemed an event of default and may result in termination of the Contract and financial penalties in addition to any other remedies available to the CMBE under law or in equity.

Contract shall also be deemed in default if the contractor's business is sold, closes permanently, or otherwise changes hands during the term of this Contract. This Contract is not transferable to another responsible party without prior written approval by CMBE evidenced by a new contract.

## PRICING STRUCTURE AND DEFINITIONS

The Contractor shall propose firm, fixed pricing for the transportation services described herein. All rates shall be inclusive of labor, fuel, vehicle costs, insurance, administrative expenses, and all other costs necessary to perform the required services. Charges shall be applied according to the categories below.

### Base Rate Categories

#### Base Unit Price – Per Mile, Per Student

- The Contractor shall provide a per mile rate for each student transported. This rate applies when no special conditions or surcharges are triggered.

#### Additional Student Charge – Same Address & Same School

- No mileage shall be applied for the additional student.

#### No-show Charge – No Advance Notification Show Charge – No Advance Notification

- Assessed when the Contractor is not notified **at least one (1) hour in advance** of a change in a student's schedule, resulting in the Contractor arriving at the student's home or school and being unable to perform the scheduled services

#### Minimum Trip Charge – One Way

- A minimum trip charge is a flat rate; miles do not apply.
- This charge does not apply when the Additional Student Charge or No-show Charge is the appropriate billing.
- Example: A one-way trip of approximately 8 miles or less may qualify for the minimum charge.

#### Wheelchair Pickup – Per Student, One Way

- If a non-wheelchair student rides from the same address and school as the wheelchair student, the Additional Student Charge shall apply.
- If non-wheelchair students are transported on the same route, the Contractor may bill only the additional mileage necessary to pick up the non-wheelchair riders. No other fees may be charged for this circumstance.

#### Monitor / Nurse Charge – Same Address & Same School

- A fixed charge shall apply when a Monitor or Nurse is transported from the same address as the student.
- No mileage is charged in this circumstance. If a Monitor or Nurse is transported from a location other than the student's home address, only the additional mileage incurred shall be billed. No separate pickup fee shall apply.

#### Solo Rider

- A supplemental fee per trip shall apply when a student must ride alone due to requirements outlined in the students' IEP or 504 Plan.

Purchase Order & Billing Adjustments

- Billing Requirements Contractor invoices shall reflect services rendered and shall match the approved rate structure herein. CMBE will only remit payment for services accurately billed according to this section.

## **Insurance**

The Contractor shall maintain all insurance required under this Contract with insurance companies authorized to do business in the State of North Carolina and acceptable to CMBE. Certificates of Insurance must include the producer's name, address, phone number, and contact name, and the Insured's Name must match the name on the Contract. Contractors must provide updated certificates on or before policy expiration dates.

CMBE and the Charlotte Mecklenburg Department of Insurance and Risk Management (DIRM) may waive or modify these requirements only in writing.

Automobile Insurance

The Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles.

- Minimum coverage: \$1,000,000 combined single limit each accident/occurrence.
- If the Contractor leases autos from pupil transport drivers, the policy must include scheduled auto coverage, and the Certificate of Insurance or Accord form must list the VIN for each leased vehicle.
- A leased vehicle must be listed as a scheduled vehicle on the Certificate of Insurance.
- Separate auto insurance certificates from individual drivers will not be accepted.

Commercial General Liability Insurance

The Contractor shall maintain commercial general liability insurance covering claims of bodily injury or property damage arising from performance under the Contract, including contractual liability coverage.

- Minimum coverage: \$1,000,000 combined single limit each occurrence/annual aggregate.
- The Certificate must show the Charlotte Mecklenburg Board of Education as Additional Insured for Commercial General Liability.
- If drivers are independent contractors (not W 2 employees), the Contractor must provide each driver's individual CGL certificate meeting the above requirements before they may transport CMS students.
- If drivers are W 2 employees, the company's CGL policy provides the required coverage.

Workers' Compensation & Employer's Liability Insurance

If applicable, the Contractor shall maintain coverage meeting North Carolina statutory requirements:

- \$100,000 – Each accident
- \$100,000 – Each employee disease
- \$500,000 – Disease policy limit

The Contractor shall also provide any additional insurance or bonding required by DIRM or applicable law.

Cancellation Notice Requirement

All Certificates of Insurance must clearly state that CMBE will receive at least 30 days' written notice of policy cancellation prior to the listed expiration date. This notice may appear in the Description field of the Accord form.

#### Certificate Administration

- Certificates must be submitted to CMBE before the start of work and maintained current for the duration of the Contract.
- Certificates must include a statement that CMBE will receive 30 days' notice of any cancellation, amendment, or termination by either the Contractor or the insurance company
- Failure to furnish required certificates or to maintain insurance constitutes noncompliance with the Contract.

## TECHNICAL & OPERATIONAL REQUIREMENTS

Vehicles and Contractors must have two-way communication devices or mobile telephones with dispatch available on school days. A student assignment portal for more efficient workflow - an electronic trip request/tracker for assigning students which provides the status of the assignment and the ability to track the trip via GPS.

Safety Compliance: Compliance with CMBE safety manuals and all applicable federal regulations. CMBE -authorized company, BIB, must be used for approved background checks, drug screening, and completion of specialized training.

Annual fees must be paid by the contractor annually, and additional costs may be incurred if additional checks are required.

Equipment Standards: Vehicles must meet age, inspection, and maintenance thresholds per Passenger Vehicle for Hire standards. Insurance: Proof of insurance meeting or exceeding CMBE minimum coverage requirements (See attachment D above). At no additional cost to CMBE, the Contractor shall provide all required car seats or booster seats in accordance with North Carolina General Statute § 20-137.1 (Child Passenger Safety Law).

The contractor should provide at least 1 digital color video/audio camera per vehicle and all necessary software and hardware including but not limited to the storage and output device that allows analysis of the data. CMS needs the capability to review digital video recording. The ability to view the video/file will be delivered to the school district within 12 hours after the request

#### Vendor Qualifications

Vendors must demonstrate:

- A minimum of three (3) years of experience providing similar specialized transport services
- References from comparable clients Proposal Submission Instructions

#### Proposals must include the following sections:

- Company Overview
- Safety Program Description
- Technical Capability & Fleet Details
- Pricing Structure
- References

Proposals must be submitted electronically by the deadline specified by CMBE.

## CONTRACT TERM & CONDITIONS

CMBE reserves the right to reject any or all proposals, negotiate terms, and cancel this RFP at any time. The selected vendor will be required to enter a formal contract incorporating CMBE standard terms, including confidentiality, indemnification, audit rights, and termination for cause.

#### Confidentiality

All information provided by CMBE in connection with this RFP must be treated as confidential and used solely for this purpose of preparing a response.

#### Contact Information

All communications regarding this RFP must be directed to the CMBE Procurement Office.

Unauthorized contact with other CMBE personnel may result in disqualification. Please reach out to Amy Shire at: [amym.shire@cms.k12.nc.us](mailto:amym.shire@cms.k12.nc.us)

#### Survival

Student data privacy and security obligations shall survive termination or expiration of the Contract.

Failure to agree to the Student Data Collection & Privacy requirements shall result in disqualification.

Student Data Collection & Privacy (K–12 North Carolina)

The Contractor shall comply with all applicable federal and state student data privacy laws, including FERPA, North Carolina General Statute § 115C-402 (Student Records Confidentiality), and North Carolina General Statute § 115C-402.5 (Student Data Privacy Act).

The Contractor acknowledges that, while providing services to a North Carolina K–12 public education entity, it may have access to student education records or personally identifiable information (PII) protected under these laws and applicable State Board of Education policies and agrees to comply fully with all such requirements.

#### Data Minimization

The Vendor should collect and access only the minimum student data necessary to perform contractual services.

Collection of student data unrelated to contract performance is strictly prohibited.

#### Prohibited Uses of Student Data

The Vendor shall not:

- Sell, lease, or otherwise monetize student data
- Use student data for marketing, advertising, or product development
- Disclose student data to any third party without prior written authorization from the district
- Create student profiles beyond the scope of this contract

#### Data Security Safeguards

The Vendor must maintain appropriate administrative, technical, and physical safeguards, including role-based access controls, encryption of data in transit and at rest, and ongoing security monitoring.

#### Data Breach Notification

In the event of a suspected or confirmed breach involving student data, the Vendor shall notify the district within twenty-four (24) hours, cooperate fully in investigation and remediation, and bear all costs associated with breach response, notification, and mitigation.

#### Data Retention & Destruction

Student data shall be retained only for the duration necessary to fulfill contractual obligations. Upon termination or completion of the contract, all student data must be returned to the district or securely destroyed, with written certification of destruction provided.

#### Audit & Compliance Rights

The district reserves the right to audit Vendor data protection practices and require documentation demonstrating compliance with FERPA and North Carolina student data privacy requirements.

#### Subcontractors

The Vendor shall ensure that all subcontractors comply with identical student data privacy obligations. The Vendor remains fully responsible for subcontractor compliance.

Contractors shall provide CMBE with monthly verification of driver and vehicle registration, to include but not

limited to a list of all drivers that will serve CMBE students, a list of all vehicles operated to transport CMBE students, and copies of driver's licenses, PVH permits, and inspection information.

Contract Term

The resulting contract shall be established for a base term of five (5) years. Annual renewal shall be contingent upon the Contractor's satisfactory performance, as determined solely by the district and in accordance with all performance metrics, service requirements, and contractual obligations set forth herein.

The CMSBE 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, the CMSBE reserves the right to extend a contract term after the last active term.

## GENERAL INFORMATION

INVITATION FOR BID DOCUMENT

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

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.

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 General 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 also are 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 within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the CMBE determines that any changes will be made because of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The CMBE 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, the CMBE rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. 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).

Vendor's The CMBE 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 proposal as nonresponsive

The table below shows the intended schedule for this RFP. CMBE will make every effort to adhere to this schedule.

Event	Responsibility	Date and time
RFP Issued	CMBE	Mon. February 16,2026
Deadline for Written Questions	Vendor	Mon. February 23,2026
Responses to Questions Issued	CMBE	Mon. March 2, 2026,
Proposal Submission Deadline	Vendor	Mon. March 9, 2026 @ 2:00 pm ET <b>DEADLINE</b>
Proposal Evaluation Period	CMBE	TBD

## 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 e-mailed to [amym.shire@cms.k12.nc.us](mailto:amym.shire@cms.k12.nc.us) by the date and time specified above. Vendors will enter “RFP # 163-02012026TS-AS Questions” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, CMBE response, and any additional terms deemed necessary by CMBE will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any CMBE 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 an Addendum to this RFP.

## 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 date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP).

**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). <https://evp.nc.gov/>

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 on this RFP periodically check the CMBE eVP website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 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 CMBE rejecting Vendor's proposal, in the CMBE 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 Vendor 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 along with the Proposal Number.
- c) Completed and signed version of 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.
- f) Completed and signed version of ATTACHMENT D: MWSBE
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: NC LUNSFORD
- i) Completed and signed version of ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

### **DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

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

## METHOD OF AWARD AND EVALUATION PROCESS

## **METHOD OF AWARD**

The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the CMBE 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 for all goods and services, CMBE 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 CMBE to do so.

The CMBE reserves the right to waive any minor informality or technicality in proposals received.

## **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.

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.

## **PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method CMBE listed 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 CMBE reserves the unqualified right to reject all offers at any time if such rejection is deemed to be in the best interest of the CMS.

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 tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized, only the names of offerors and the Goods and Services offered shall be tabulated 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 of 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.

**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 in the solicitation on time, with high quality, and in a manner that accomplishes CMBE business objectives and maintains industry standards compliance

In your Failure to agree to Student Data Collection & Privacy requirements shall result in disqualification.  
 Student Data Collection & Privacy (K–12 North Carolina)  
 Compliance with FERPA and North Carolina Law

**VALUATION CRITERIA & SCORECARD SAMPLE**

CMBE will evaluate proposals using the weighted scoring model below:

**Sample Score Card**

Criteria	Weight	Description
Safety & Compliance	30%	Safety performance, training programs, accident history
Student Capacity	25%	Able to serve <b>wheelchair and non-wheelchair</b> riders
Cost / Pricing	20%	Transparent and competitive pricing
Technical Capability	20%	Fleet quality, GPS integration, maintenance
References / Experience	5%	Demonstrated success in similar contracts

**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 CMS; 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 CMBE will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the CMBE 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 CMBE exercising its discretion to reject a proposal in its entirety.

**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 in a requirement would allow for the CMBE to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

## **PRICING**

Proposal price shall constitute the total cost to the CMBE for complete performance in accordance with the requirements and specifications herein. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal.

## **TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the CMBE of North Carolina with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. Vendors will not ship any products until they have received a Purchase Order.

## **DELIVERY AND INSTALLATION**

The Vendor will deliver Free-On-Board (FOB) Destination. Promptness of delivery may be used as factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

## **WARRANTY**

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the proposal response. Vendor warrants that all equipment furnished under this RFP will be newly manufactured, of good material and workmanship.

The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to the CMS, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

## **MAINTENANCE OPTION**

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer's published specifications and those of this RFP. Maintenance shall include all parts, remedial maintenance labor, etc. Except as specifically provided for elsewhere herein, coverage shall be at least for 6:30 am to 5:00 pm, Monday through Friday, except CMBE recognized holidays.

## **DEMONSTRATION**

The CMBE reserves the right to request a demonstration of the exact model of equipment offered to assess suitability of the equipment offered for the intended use. Such demonstration shall be performed at Procurement Agency's facility or virtually by Vendor or his authorized representative before award of contract, upon request by and without charge to the CMS. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the proposal. The results of such demonstration will be considered in the evaluation and award of a contract.

## **HUB PARTICIPATION**

It is 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 CMBE Historically Underutilized Business. Vendor shall complete ATTACHMENT D: MWSBE.

## **VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to CHARLOTTE MECKLENBURG BOARD OF EDUCATION. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

## **REFERENCES**

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

## **VENDOR'S REPRESENTATIONS**

If the 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 CMBE 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 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.

## **TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph from the Vendor's approach to providing the deliverables outlined in the Scope of Work section of this RFP. A description of each task and delivery and the schedule for accomplishing each shall be included.

## **CERTIFICATION AND SAFETY LABELS**

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

# **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.

## **Contract Manager and Customer Service**

The Vendor will be required to designate and make available to the CMBE a contract manager. The contract manager shall be the CMBE 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 will be required to designate and make available to the CMBE for customer service. Customer service point of contact shall be the CMBE 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:	

## Post Award Project Review Meetings

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

## Continuous Improvement

CMBE encourages the Vendor to identify opportunities to reduce the total cost for CMS. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

## Periodic Status Reports

The Vendor will be required to provide Management Reports to the designated Contract Lead on 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 will be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by CMS. The Vendor will submit the reports in a timely manner and on a regular schedule as agreed by the parties.

## Acceptance of Work

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

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the CMBE 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 CMBE may exercise all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **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 CMBE Contract Manager for resolution. Any claims by the CMBE 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.

## **Product Recall**

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

## **Contract Changes**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the CMBE and Vendor.

## **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 students' and employee's personal identifiable information.

**\*\*IMPORTANT NOTICE\*\***  
**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

**Attachment A: Pricing (or Cost Proposal)**

Complete and return the Pricing associated with this RFP, in a separate excel document labeled Cost Proposal

**Attachment B: Charlotte Mecklenburg Board of Education General Terms & Conditions**

CMBE Terms and Conditions, which are incorporated herein by this reference, may be found here:

[https://resources.finalsite.net/images/v1751894238/cmsk12ncus/lqdmuygodmisekgq5zkl/Standard\\_Terms\\_and\\_Conditions.pdf](https://resources.finalsite.net/images/v1751894238/cmsk12ncus/lqdmuygodmisekgq5zkl/Standard_Terms_and_Conditions.pdf)

**Attachment C: Invoice Format Sample**

Acknowledge and return

**Attachment D: Evaluation Form**

Acknowledge and return

**Attachment E: Certificate of Insurance**

Complete and return

**Attachment F: MWSBE**

Complete and return

**Attachment G: Customer Reference**

Complete and return

**Attachment H: Nc Lunsford Act N.C. General Statute 14-208**

Acknowledge and return

**Attachment I: Lobbying**

Acknowledge and return

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

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

## **Attachment A: Pricing (or Cost Proposal)**

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Complete and return the Pricing associated with this RFP on the table below:

<b>Service Description</b>	<b>Rate / Per Student</b>
Base Unit Price – Per Mile, Per Student	
Additional Student Charge – Same Address & Same School	
No-Show Charge – No Advance Notification w/o 1 hour notification	
Minimum Trip Charge – One Way	
Wheelchair Pickup – Per Student, One Way	
Monitor / Nurse Charge – Same Address & Same School	
Solo Rider	

## Attachment C: Required Invoice Format

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		<b><u>VENDOR NAME &amp; ADDRESS</u></b>							
Invoice #					Bill to:	Charlotte Mecklenburg Schools			
PUR#						4421 Stuart Andrew Blvd. Suite 210			
Date:						Charlotte, NC 28217			
					Remit to:	Email invoices to: cms.apinvs@cms.k12.nc.us			
Week ending:									
Program									
						<b>SAMPLE PRICING ONLY</b>			
Student (Last, First)	School	Driver / VEH	AM/PM	Miles (AM)	Miles (PM)	Rate \$/mile	Row Total	Notes	
Doe, Jane	South MS	Smith / 24	AM	6.2	—	\$2.50	\$15.50	IEP transport	
Doe, Jane	South MS	Smith / 24	PM	—	6.1	\$2.50	\$15.25	Return route	
Perez, Luis	North ES	Jones / 12	AM	4.0	—	\$2.50	\$10.00		
Perez, Luis	North ES	Jones / 12	PM	—	4.0	\$2.50	\$10.00		
Week Total (All Rows)							\$		
Grand Total							\$50.75		

## Attachment D: Evaluation Form

### Pupil Transport Contractor Evaluation Form (Report Card)

#### CMBE Transportation Department-Charlotte NC

Name of Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

No.	Area Assessed	Assessment Criteria	1 – Strongly Disagree (1 pt)	2 – Mildly Disagree (2 pts)	3 – Neutral (3 pts)	4 – Mildly Agree (4 pts)	5 – Strongly Agree (5 pts)
1	Customer Service	Legitimate complaints are handled with promptness and concern.					
2	Customer Service	Contractors are available by phone as needed.					
3	Customer Service	Contractor meets a 24-hour window of assigning students and shows willingness to accept new students.					
4	Customer Service	Transportation is routed and scheduled by contractor management to be timely and safe.					
5	Customer Service	Contractor provides accurate reports and information when requested (stop times, route descriptions, etc.).					
6	Customer Service	Contractor's invoice is accurate and timely (overcharges, back bills, invoice errors).					
7	Fleet Management	Contractor meets all PVH requirements.					

8	Fleet Management	Contractor sends updated PVH certificates, permits, Contractor sends updated PVH certificates, permits, insurance without CMBE requesting them.					
9	Fleet Management	The contractor promptly responds to CMBE inquiries.					
10	Fleet Management	Contractor alerts CMBE to changes in					
11	Fleet/Driver Management	Drivers appear clean, healthy, professional; vehicles clean and properly maintained.					
12	Additional Features	Contractor technology is updated (GPS, internet, device security).					

Comments:	
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Vendor Rating: (total the points for Q1 the Q12 and enter here \_\_\_\_\_ x 1.67= \_\_\_\_\_)

Two or more CMBE Transportation staff members who coordinate pupil transport services will confer in January and in late May to evaluate the vendors.

Evaluations will be considered for contracting in the future and when determining how to assign students across multiple vendor contracts.

Signatures: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment E: Certificate of Insurance Proof

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Contact your insurance agency and request a "Certificate(s) of Insurance" showing

### Charlotte-Mecklenburg Board of Education

PO Box 30035

Charlotte, NC 28230

as the certificate holder for the following types of insurance:

#### Automobile Insurance:

At least \$1,000,000.00 combined single limit each accident/each occurrence covering all owned (or scheduled), non-owned, and hired autos\*\*

\*\*If you lease autos from your pupil transport drivers, you must provide "scheduled" auto coverage and your certificate of insurance or attached official Accord form must show the leased vehicle's VIN. A leased vehicle must be listed as a scheduled vehicle on your Certificate of Insurance. We will no longer consider submissions of separate auto insurance certificates from your drivers.

#### Commercial General Liability Insurance:

At least \$1,000,000.00 combined single limit each occurrence/annual aggregate (including coverage for contractual liability and showing Charlotte-Mecklenburg Board of Education as additional insured with regards to Commercial General Liability\*\*\*

\*\*\*If your pupil transport drivers are independent contractors who do not receive an IRS Form W-2 at year end, you must supply the driver's (as insured) certificate of insurance for the above Commercial General Liability coverage before you can use a driver in Services for CMS. If your drivers are "W-2"/actual employees of your company, then your company's Commercial General Liability Policy will provide the coverage we require for a contract.

#### Worker's Compensation and Employer's Liability Insurance:

At least the statutory requirements of the State of NC are currently: \$100,000.00 each accident; \$100,000.00 each employee disease and \$500,000.00 disease policy limit.

#### Cancellation Notice Requirement:

The certificate of insurance must also show that as certificate holder, we will receive at least 30 days' written notice of any policy cancellation which occurs before the expiration dates listed. This cancellation notice may also be shown in the Accord form's Description field.

Certificate of Insurance must show name, address, phone number and contact name for the producer insurance agency.

Insured's Name on the Certificate of Insurance must be listed as the same name and address shown on the contract for the contractor.

Contractor must provide updated certificates of insurance on or before the policy expiration dates during the contract period.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment F: Minority, Women’s, Small Business Enterprises

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### 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 certificate 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)

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Signature of Authorized Representative

---

Print Authorized Representative Name

---

Date: \_\_\_\_\_

## Attachment F: Minority, Women’s, Small Business Enterprises (Continued)

### MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE) Utilization Form For: Purchases of Goods and Services

**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 with the following firms listed below.

Attach additional sheets if required

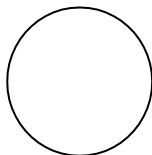
Name and address	*M/W/SBE Category	Work description	Dollar Value

\*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: \_\_\_\_\_



SEAL

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_ Subscribed and sworn to me this \_\_\_\_\_ day of 20\_\_\_\_\_ Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## Attachment G: Customer Reference Template

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**Instructions:** Vendor shall use this template to submit three (3) customer references with its offer.

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

Name of Customer Organization:	
Customer Reference Name:	
Customer Reference Address:	
Customer Reference Email:	
Start Date:	
End Date:	
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	

## Attachment H: NC Lunsford Act N.C. General Statute 14-208.18

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The Manufacturer acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to people required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

**CRIMINAL BACKGROUND CHECKS:** The Manufacturer shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on a NC CN Alliance School District property. The Manufacturer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

Manufacturer shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Each NC CN Alliance School District reserves the right to prohibit any individual employee of Manufacturer from providing services on School District property or at any School District events if the School District(s) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

By signing this form, the Vendor agrees they conduct criminal background checks and do not hire a person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Also, that the manufacturer conducts an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for persons employed by the company.

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Company Name (Print)

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Authorized Signature

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Date

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Printed Name

## Attachment I: Lobbying Activity Certification for Federal Grants

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### Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Company Name (Print)

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Authorized Signature

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Date

## Attachment I: Lobbying Activity Certification for Federal Grants (Continued)

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  a. contract                  ___ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  ___ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. initial filing                  ___ b. material change</p> <p><b>For material change only:</b>                  Year ___ quarter ___ Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  ___ Prime ___ Sub awardee                  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Sub awardee,</b>                  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local                  Reproduction Standard Form                  - LLL (Rev. 7-97)</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action.

Complete all items that apply for both the initial filing and material change report.

Refer to the implementation of guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.  
Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
9. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
10. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no person is required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. The burden of public reporting for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503