



THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

Request for Proposal #: 163-11202025KS

Transportation Telematics Service and Hardware

Date Issued: November 20, 2025

Proposal Opening Date: December 18, 2025

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Korie Sietmann

Senior Purchasing Agent

Email: korie.sietmann@cms.k12.nc.us

The Charlotte-Mecklenburg BOE



4421 Stuart Andrew Blvd.
Charlotte NC 28217

Refer **ALL** Inquiries to: Korie Sietmann
Office: 980-343-0663

E-Mail: korie.sietmann@cms.k12.nc.us

INVITATION FOR BIDS NO. 163-11202025KS

Proposals will be publicly opened:
December 18, 2025 @ 2:00 pm EST

Commodity: Transportation Telematics Service and Hardware

Contract Type: Agency Specific Term Contract

Using Agency Name: Charlotte-Mecklenburg Board of Education
(abbreviated as CMBOE or CMBE)

Website: www.cms.k12.nc.us

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

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of CHARLOTTE MECKLENBURG BOARD OF EDUCATION)</p>

1.0 INTRODUCTION AND OBJECTIVES

The primary goal is to identify, procure, and deploy a robust, end-to-end School Bus Telematics Solution to modernize student transportation. This system must integrate real-time GPS tracking hardware, driver and fleet management technology (including tablets and an administrative reporting platform), and a secure Parent Communication Application capable of displaying real-time vehicle location information.

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

The intent of this solicitation is to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards based on individual items or groups of items, if such shall be considered by The Charlotte-Mecklenburg Board of Education to be most advantageous or to constitute its best interest. Bidders should show unit prices but are requested also to offer a lump sum price. The right is reserved by The Charlotte Mecklenburg Board of Education to reject any or all quotes/bids.

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. Also includes monitoring of the CMS Transportation Non-Exempt Employee Absenteeism Program point assessment and scale.
- **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.

1.1 SCOPE OF WORK

This Scope of Work (“SOW”) outlines the responsibilities and deliverables required of the selected Provider (“Contractor”) for the provision, installation, and ongoing support of a comprehensive

telematics solution for the Charlotte-Mecklenburg Board of Education (“CMBE”) Transportation Department fleet.

1. Hardware Provision

- A. GPS Tracking Devices: The Contractor shall furnish 1,400 and install GPS tracking devices on designated fleet vehicles. Each device shall:
 - 1. Provide real-time location tracking and reporting
 - 2. Integrate directly with vehicle engine diagnostics systems (CAN bus/OBD-II/J1939).
 - 3. Include an internal backup battery to ensure continued tracking in the event of power loss.
 - 4. Be accompanied by all necessary wiring and installation components compatible with the fleet’s vehicle makes and models.
 - 5. Receive all firmware and programming updates to the hardware required based on any issues found in the field
 - 6. Be supported by remote GPS hardware troubleshooting, with response times not to exceed 24 hours
 - 7. Services to include a Return Merchandise Authorization (RMA) process for hardware repair or replacement with return shipping paid by CMBE

- B. Driver Tablet Hardware: The Contractor shall provide and install 1,350 ruggedized tablets with the following specifications:
 - 1. High-resolution display, readable in direct sunlight.
 - 2. Dedicated in vehicle charging dock and mounting solution
 - 3. Secure operating system (Android or iOS) suitable for application delivery.
 - 4. Mobile Device Management (MDM) software pre-installed.
 - 5. Audible navigation features appropriate for school bus operations.
 - 6. All necessary wiring and mounting hardware included.

2. Connectivity Services

- A. GPS Cellular Connectivity: The Contractor shall provide pooled, data-only cellular service sufficient to support optimal GPS performance across the entire fleet and district.

- B. Tablet Cellular Connectivity: The Contractor shall provide Nationwide cellular connectivity (4G/LTE, 5G).

- C. Mobile Device Management (MDM): The Contractor shall implement and maintain MDM software on all tablets, enabling remote updates, device resets, and monitoring capabilities.

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3. Software Solutions

A. Tablet Software: The Contractor shall provide and maintain tablet-based software applications that include:

1. Turn-by-turn navigation.
2. Pre-trip and post-trip inspection forms.
3. Messaging capabilities for office-to-driver communications.

B. Fleet Management Platform: The Contractor shall provide a secure, cloud-hosted software platform with the following capabilities:

1. 24/7/365 access with guaranteed uptime.
2. Real-time GPS tracking and historical route playback.
3. Driver behavior analytics (e.g., harsh braking, speeding).
4. Geofencing and alert configuration.
5. Fleet maintenance and diagnostics via vehicle data integration.
6. Role-based access control and secure user authentication.
7. Data redundancy and secure hosting infrastructure.
8. API/Web Service access for future integrations.
9. Routine over-the-air (OTA) software updates, patches, and hotfixes.
10. Map licenses with quarterly updates.
11. Comparative analysis tools for routing integration, including:
 - i. Planned vs. Actual route reporting.
 - ii. Student lookup functionality.
 - iii. Bus-to-route matching.
 - iv. On-time arrival metrics for CMBE reporting.
 - v. Ability to import Employee Demographics for reporting
12. Time Capture and Attendance module to include Point tracking with support for employee demographic import and CSV data export.

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Vendor: _____

- C. Parent Application: The Contractor shall provide a mobile and web-based application for parents/guardians, enabling:
 1. Real-time vehicle tracking.
 2. Notifications of vehicle substitutions and other relevant communications.
 3. User ability to adjust notification preferences
4. Data Integration
 - A. The Contractor shall ensure that the telematics platform is capable of integrating with existing and future third-party systems, including but not limited to student information systems, routing software, and Red Rover.
5. Installation and Deployment
 - A. Installation Planning: The Contractor shall collaborate with CMBE to develop a mutually agreed-upon installation schedule that minimizes vehicle downtime.
 - B. Professional Installation: The Contractor shall install all hardware in a manner that:
 1. Ensures concealed and secure wiring.
 2. Removal and inventory of all pre-existing GPS and Tablet equipment from previous providers.
 3. Ensures pre-existing connections are capped and safely disconnected with all excess wiring removed.
 4. Complies with OEM vehicle warranties and applicable state DPI safety regulations.
 - C. Quality Assurance: Post-installation verification shall include:
 1. Confirmation of GPS unit functionality, including location reporting and diagnostics.
 2. Confirmation of tablet mounting, power supply, and platform connectivity.
 3. Accurate association of system data with vehicle VIN and asset ID.
 - D. Documentation: The Contractor shall provide comprehensive documentation, including:
 1. Serial numbers of installed equipment with corresponding installation dates.
 2. Corresponding bus and asset numbers.
6. Training, Support, and Warranty
 - A. Training: The Contractor shall provide comprehensive training, both on-site and virtually, for all relevant personnel.
 1. Administrator/Dispatch Training: Full system functionality, reporting, alert configuration, and user management.
 2. Driver Training: Hands-on training for tablet use, navigation, DVIR submission, and communication features.
 - B. Communications: The Contractor shall provide comprehensive marketing tools to inform Parents and Schools of the new platform and application.
 1. A section of the CMS Transportation Website should continue answers to FAQ's for students and parents.
 2. Fliers and posters should be displayed at all schools with a QR code for the parent app and a link to the website, which contains the FAQ's

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Vendor: _____

C. Warranty and Support:

1. Hardware Warranty: A minimum of 1-year hardware warranty covering parts and labor.
2. Technical Support: Dedicated technical support via phone and email for critical system outages, with a maximum response time of twenty-four (24) hours.
3. First Class Software support available via toll-free phone, and email (Help Desk 6:30 AM- 5PM EST)
4. Defined replacement procedures for malfunctioning hardware.
5. Capability to perform remote updates and device resets via MDM.
6. Dedicated on-site FTE, 2 to 5 days per week as needed for training, repairs, and troubleshooting for the first 6 months of the contract.

1.2 CONTRACT TERM

The Contract shall have an initial term of 5 years, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the Charlotte Mecklenburg Board of Education shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to 3 additional one-year terms. The CMS 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 CMS reserves the right to extend a contract term after the last active term.

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

2.0 GENERAL INFORMATION

2.1 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.

2.2 E-PROCUREMENT FEE

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the Charlotte Mecklenburg Board of Education 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 as a result 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).

Proposal Number:

Vendor: _____

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 Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	CMBE	November 20, 2025
Submit Written Questions	Vendor	December 4, 2025 @ 2:00 pm – DEADLINE
Provide Responses to Questions	CMBE	December 11, 2025 @ 2:00 pm – DEADLINE
Submit Proposals	Vendor	December 18, 2025 @ 2:00 pm - DEADLINE

2.5 PROPOSAL QUESTIONS

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

Written questions shall be e-mailed to korie.sietmann@cms.k12.nc.us by the date and time specified above. Vendors will enter “RFP # 163-11202025KS 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, CMS response, and any additional terms deemed necessary by CMS 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 CMS 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.

2.6 PROPOSAL SUBMITTAL

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

Proposal Number:

Vendor: _____

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 CMS 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.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the CMS rejecting Vendor's proposal, in the CMS 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

2.8 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.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 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 CMS 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, CMS 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 CMS to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation.

Proposal Number:

Vendor: _____

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

Proposals will be received according to the method CMS 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 CMS reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the 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 for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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

Upon completion of the evaluation process, The Charlotte Mecklenburg Board of Education will make award(s) based on the evaluation and post the award(s) to The Charlotte Mecklenburg Board of Education's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to The Charlotte Mecklenburg Board of Education. The Charlotte Mecklenburg Board of Education reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with The Charlotte Mecklenburg Board of Education.

3.4 EVALUATION CRITERIA

The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications in the solicitation on time, with high quality, and in a manner that accomplishes CMS business objectives and maintains industry standards compliance

Proposal Number:

Vendor: _____

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the 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 CMS will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the CMS 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 CMS exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the CMS 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.

4.1 PRICING

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

4.2 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the CMS 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.

4.3 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination

Promptness of delivery may be used as a 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.

4.4 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.

4.5 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 CMS recognized holidays.

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Vendor: _____

4.6 DEMONSTRATION

The CMS reserves the right to request a demonstration of the exact model of equipment offered in order 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.

4.7 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 CMS Historically Underutilized Business. Vendor shall complete ATTACHMENT D: MWSBE.

4.8 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 executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.9 REFERENCES

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

4.10 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 CMS under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 TECHNICAL APPROACH

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

4.12 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 CMS 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 CMS and federal requirements relating to clean air and water pollution.

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5.0 CONTRACT ADMINISTRATION

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

5.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the CMS a contract manager. The contract manager shall be the CMS point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the CMS for customer service. The customer service point of contact shall be the CMS point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

5.2 POST AWARD PROJECT REVIEW MEETINGS

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

5.3 CONTINUOUS IMPROVEMENT

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

5.4 PERIODIC STATUS REPORTS

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

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5.5 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 CMS 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 CMS may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

5.6 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 CMS Contract Manager for resolution. Any claims by the CMS 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.

5.7 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 CMS or federal regulations. The Vendor shall support the CMS, as necessary, to promptly replace any such products, at no cost to the CMS.

5.8 CONTRACT CHANGES

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

5.9 DATA CONFIDENTIALITY AND SECURITY AGREEMENT

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

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Proposal Number:

Vendor: _____

7.0 ATTACHMENTS

****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: INSTRUCTIONS TO VENDORS

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

CMS 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%20Terms%20and%20Conditions.pdf)

ATTACHMENT D : MINORITY, WOMEN'S, SMALL BUSINESS ENTERPRISES

Complete and return

ATTACHMENT E : CUSTOMER REFERENCE FORM

Complete and return

ATTACHMENT F : NC LUNSFORD

Complete and return

ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

FEDERAL UNIFORM GUIDANCE

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

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

Check all that apply:

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

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

Company Name (Please Print)

Signature of Authorized Representative

Print Authorized Representative Name

Date

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

We, _____ do certify that on the
(Bidder)

_____.
(Bid Description)

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

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

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

Attach additional sheets if required

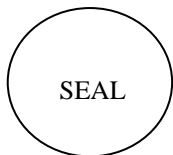
Name and Address	*M/W/SBE Category	Work description	Dollar Value

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

My commission expires _____
