



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

**AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT, MEDIUM,
HEAVY DUTY VEHICLES AND RELATED PRODUCTS AND SERVICES**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

ITB #269-2016-070

June 8, 2016

**CITY OF CHARLOTTE – MANAGEMENT AND FINANCIAL SERVICES
FINANCE OFFICE - PROCUREMENT MANAGEMENT
600 EAST FOURTH STREET, 9TH FLOOR
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-2256**

Date: **JUNE 8, 2016**

Bid Number: **269-2016-070**

Subject: Invitation to Bid on the following apparatus, supplies, materials, equipment, and/or Services for:

AUTOMOTIVE PARTS, ACCESSORIES, & RELATED PRODUCTS & SERVICES

The City of Charlotte (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting Bids for Automotive Parts, Accessories, and Related Products and Services for Light, Medium and Heavy Duty vehicles. Sealed Bids for the above will be received at the office of the Management & Financial Services department, Finance Office, Procurement Management, which is located at the Charlotte-Mecklenburg Government Center, 9th floor, 600 East Fourth Street, Charlotte, North Carolina 28202, until **2:00 p.m. on JULY 13, 2016** at which time they will be opened and publicly read.

A pre-Bid conference for the purpose of reviewing the Invitation To Bid (“ITB”) and answering questions regarding the Project, will be held on **JUNE 22, 2016 at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Procurement Management, 2nd floor Room #280, Charlotte, North Carolina 28202. You are encouraged to attend and to bring a copy of the ITB with you at that time.

Instructions for the preparation and submission of a Bid are contained in the attached packet. Please read them carefully. If you do not desire to offer a Bid, we ask that you let us know by signing in the appropriate space on the Bid Response Form, and returning it to us, according to the instructions found in Section 3.1.

Any changes to the terms, conditions or specifications stated in this ITB will be documented in a written addendum, issued by Procurement Management. These addenda will be posted on the Internet, at www.ips.state.nc.us, and may be accessed at this website by searching for Bid number **269-2016-070**. We require each Bidder to acknowledge receipt of all addenda using the space provided on the enclosed Bid Response Form. Please note that we may not consider any Bid that fails to acknowledge receipt of each issued addendum.

A response from your firm to this Invitation to Bid would be appreciated. Questions should be submitted in writing to **Karen Ewing** at kewing@charlottenc.gov.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc:

Checklist for submitting a Bid:

Step 1-Read the document fully.

Step 2-If you plan to submit a Bid, please fax or email **Form 1 in Section 6** to the number listed on the sheet.

Step 3-If you have any questions, send them before the deadline listed in **Section 2.9**.

If you plan to submit a Bid you must follow this checklist, and must include everything detailed below.

Bid Original and Copies - Please provide the specified number for each format

- 2 Copies marked “Original” in a sealed, non-transparent envelope that includes the Bidder’s name, the Bid number, and identification of the equipment, supply, and/or Service for which the Bid is submitted
- 10 Copies on thumb drives

Bid Format - Bids should be formatted as follows in order to facilitate comparison.

Tab Number	Item Description	Included (Check)
1	Cover Letter (per Section 6, Form 5)	
2	Executive Summary (per Section 6, Form 5)	
3	Bid Submission Form (Section 6, Form 2)	
4	Addenda Acknowledgement Form (Section 6, Form 3)	
5	Exceptions to the ITB Form (Section 6, Form 4)	
6	Pricing Sheet – Fixed Percentage Discounts (Section 6, Form 5)	
7	Pricing Sheet – Attachment 1 – City Market Basket (In Excel format per Section 5.4)	
8	Pricing Sheet – Attachment 2 – National Market Basket (In Excel format per Section 5.3)	
9	Bidder’s Complete Product & Services Price List (Per Section 5.3.2)	
10	Non-Discrimination Provision (Section 6, Form 6)	
11	References (Section 6, Form 7)	
12	U.S. Communities Supplier Worksheet (Section 7)	
13	U. S. Communities Supplier Information (Section 7)	
14	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)	
15	Insurance Requirements in Section 34 of the Sample Contract included in Section 8. (checking indicates compliance)	

The above items constitute all that must be included in the Bid package. If awarded a Contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Section 34 of the Sample City Contract in Section 8.

It is the Company’s responsibility to check www.ips.state.nc.us for any addenda or changes to this Project. Search for Bid # 269-2016-070 to find if any documents or changes have been posted.

TABLE OF CONTENTS

1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS.....	1
2. INSTRUCTIONS TO BIDDERS	12
2.1 REVIEW AND COMPLY	12
2.2 DEFINITIONS:	12
2.3 CONTRACT DOCUMENTS:	13
2.4 EXCEPTIONS:	14
2.5 MULTIPLE/ALTERNATE BIDS:	14
2.6 HOW TO PREPARE BID RESPONSES:.....	14
2.7 HOW TO SUBMIT BID RESPONSES:.....	14
2.8 TRADE SECRETS/CONFIDENTIALITY:.....	15
2.9 QUESTIONS:.....	16
2.10 HOW TO SUBMIT AN OBJECTION RELATING TO THIS INVITATION TO BID:	16
2.11 BINDING OFFER:.....	16
2.12 ERRORS IN BIDS:	16
2.13 CITY’S RIGHTS AND OPTIONS:.....	16
2.14 BIDS ON ALL OR PART:.....	17
2.15 INVITATION TO BID NOT AN OFFER:	17
2.16 CHARLOTTE BUSINESS INCLUSION PROGRAM:	17
2.17 EQUAL OPPORTUNITY:	17
2.18 NO COLLUSION OR CONFLICT OF INTEREST:	18
2.19 ANTI-LOBBYING PROVISION:.....	18
2.20 CERTIFIED TEST REPORT:.....	18
2.21 BRAND NAME:	18
2.22 PROPOSED ALTERNATE PRODUCT IN LIEU OF A SPECIFIED BRAND:	18
2.23 INITIAL EVALUATION OF SAMPLES:.....	19
2.24 STATUTORY REQUIREMENTS:.....	19
2.25 GUARANTOR:	19
2.26 AWARD CRITERIA:	19
2.27 ENVIRONMENTAL PREFERABLE PURCHASING:	19
2.28 CONTRACT AWARD BY CHARLOTTE CITY COUNCIL:	20
2.29 POST AWARD CONFERENCE:	20
3. SOLICITATION SCHEDULE AND PROCESS.....	21
3.1. INTENT TO PROPOSE.....	21
3.2. MULTIPLE AWARDS	22
3.3. EVALUATION OF BIDS	22
3.4.. CONTRACT AWARD	23
4. TERMS AND CONDITIONS.....	24
4.1 CONTRACT TYPES:	24
4.2 TERMS OF CONTRACT:	24
4.3 NOTICE TO PROCEED:.....	24
4.4 DELIVERY TIME:	24
4.5 PRICES ARE FIRM:	25
4.6 PRICE ADJUSTMENT AS PART OF THE BID:.....	25
4.7 PROMPT PAYMENT DISCOUNTS:.....	25
4.8 QUALITY:	25
4.9 INSPECTION AT BIDDER’S SITE:.....	25
4.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:	25
5. SCOPE OF WORK:	27
5.2 GENERAL REQUIREMENTS:	27

5.3	QUANTITIES:	27
5.4	PRICING:	27
5.4.1	MARKET BASKET ITEMS:	28
5.4.2	CATALOG PRICE LIST:	28
5.4.3	PRICING INCENTIVES AND REBATES:	28
5.5	PLACEMENT OF ORDERS:	29
5.6	ELECTRONIC COMMERCE:	29
5.7	REPORTING CAPABILITIES:	29
5.8	BILLING CAPABILITIES:	30
5.9	PROCUREMENT CARDS (P-CARDS):	30
5.10	DELIVERY AND INVENTORY PERFORMANCE SERVICE LEVEL:	30
5.11	RECEIVING:	31
5.12	QUANTITIES:	ERROR! BOOKMARK NOT DEFINED.
5.13	WARRANTY:	31
5.14	INVOICES:	31
5.15	CITY CONTRACTING REQUIREMENTS:	33
5.16	ITEMS UNDER CONTRACT:	33
5.17	APPLICABLE LAWS:	33
5.18	NO LIMITATIONS ON DISCLOSURE:	ERROR! BOOKMARK NOT DEFINED.
5.20	RETURNS AND RESTOCKING CHARGES:	33
5.21	PLACEMENT OF ORDERS:	33
5.22	PRODUCT SPECIFICATIONS AND OR EQUAL STANDARD:	ERROR! BOOKMARK NOT DEFINED.
5.23	TRAINING:	33
5.24	SAMPLES:	34
5.25	VALUE ADDED SERVICES:	34
5.26	IMPLEMENTATION OF SERVICES:	34
6.	REQUIRED FORMS:	
	INVITATION TO BID ACKNOWLEDGEMENT	36
	BID SUBMISSION FORM	37
	ADDENDA ACKNOWLEDGEMENT FORM	39
	EXCEPTIONS FORM	40
	PRICING SHEET	42
	NON-DISCRIMINATION PROVISION	44
	REFERENCES	45
7.	U.S. COMMUNITIES REQUIRED FORMS:	
	SUPPLIER WORKSHEET	41
	SUPPLIER IMPLENTATION CHECKLIST	43
	SUPPLIER INFORMATION	45
	ADMINISTRATION AGREEMENT	48
8.	SAMPLE CITY CONTRACT	65

1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS

1.1 MASTER AGREEMENT

City of Charlotte (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles, and Related Products and Services (herein “Products and Services”).

1.2 OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple Bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Participating Public Agencies with environmentally responsible Products and Services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Bidders are expected to propose the broadest possible selection of Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services that they offer commercially for a broad variety of vehicles and equipment including but not restricted to, automobiles, light and medium duty trucks, SUVs, fire apparatus, buses, and construction equipment. The categories listed below are examples only and do not intend to limit the broad category of Products and Services available from potential Suppliers. Bids should include all Light, Medium, and Heavy Duty Automotive Parts, Accessories, Shop Chemicals, Tools, Heavy Equipment, and Related Products and Services within each category and any unidentified category that the Bidder can provide. The intent of this solicitation is to provide Participating Public Agencies with solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this ITB, including but not limited to the following categories:

Category 1	Batteries
Category 2	Filters
Category 3	Brake Systems
Category 4	Paint and Body Repair
Category 5	Ignition/Emission
Category 6	Cooling System
Category 7	Ride Control, Chassis and Steering
Category 8	Driveline
Category 9	Automotive Hardware & Engine Parts

Category 10	Exhaust
Category 11	Bearings, Seals, Hub Assemblies
Category 12	Starters & Alternators
Category 13	Climate Control
Category 14	Heavy Duty Parts
Category 15	Engines/Equipment
Category 16	Chemicals
Category 17	Accessories & Miscellaneous

Related Services and Solutions: the complete range of services and solutions available from Supplier, such as, but not limited to, inventory and replenishment management solutions, on-site warehouse management solutions, repair and/or maintenance, disposal, training, and any other related services and solutions offered by Supplier.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited Contracts for high quality Products and Services by large and well recognized public agencies (herein “Lead Public Agencies”). The Contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product Bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Hennepin County, MN
City and County of Denver, CO	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Seattle, WA	Ocean City, NJ

Cobb County, GA	Onondaga County, NY
Denver Public Schools, CO	Port of Portland, OR
Emory University, GA	Prince William County Schools, VA
Fairfax County, VA	Salem-Keizer School District, OR
Fresno Unified School District, CA	San Diego Unified School District, CA
Great Valley School District, PA	State of Iowa
Harford County Public Schools, MD	The School District of Collier County, FL

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over \$2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached Section Nine

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's Products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.

- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities Contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many Contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their Products to the Marketplace at no cost.

1.4.7 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

1.4.8 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Invitation to Bid and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

1.5 SUPPLIERS

1.5.1 Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

- (a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match

that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

(A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales

would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
- (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights

in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1.5.2 U.S. Communities Administration Agreement Information

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	One Week
2. Executed Legal Documents U.S. Communities Admin Agreement Lead Public Agency Agreement signed	One Week
3. Program Contact Requirements Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	One Week
4. Second Conference Call Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting	Two Weeks
5. Marketing Kick Off Call Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	Two Weeks
6. Initial NAM & Staff Training Meetings Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	Three Weeks
7. Senior Management Meeting	Four Weeks

Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	Five Weeks
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate IT contact	Two Weeks
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Four Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

2. INSTRUCTIONS TO BIDDERS

2.1 Review and Comply:

Each reference to this Invitation to Bid (also referred to as “ITB”) includes all components listed in the Table of Contents above. Please review each of them carefully. Bidders will be held accountable for having full knowledge of the contents of this ITB and for performing any due diligence that may be necessary to submit a binding Bid.

2.2 Definitions:

Addendum:	Refers to any and all modifications or additions to this Invitation to Bid that are issued in writing by the City's Procurement Management Division
Bid:	A Bid submitted in response to this ITB. A Bid shall be made on the Bid Response Forms included in Section 6 of this ITB.
Bid Response Forms:	The forms that a Bidder is required to complete and return as its Bid, as included in Section 6.
Bidder/Supplier:	A person or entity that submits a Bid.
CBI:	Refers to the Charlotte Business INClusion office of the City of Charlotte.
City:	The City of Charlotte, North Carolina.
Company:	A Bidder that enters into a Contract with the City for all or part of the Products and Services covered by this ITB.
Contract:	A Contract under which a Bidder agrees to provide all or part of the Products and Services to the City. A Contract shall include the Terms and Conditions set forth in Section 8 of this ITB, together with all attachments referenced therein.
CSA:	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
Environmentally Preferable Products:	Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to

purchase Products and Services.

MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Post-Consumer Recycled Material:	Material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
Procurement:	The City of Charlotte's Finance Office - Procurement Management Division.
Products:	All Products that the Bidder agrees to provide to the City as part of its Bid.
Recyclability:	Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
Recycled Material:	Material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.

2.3 Contract Documents:

Each Bid constitutes an offer to become legally bound to a Contract with the City incorporating the ITB and the Bidder's Bid. Upon Contract award by the Charlotte City Council, the City will send the successful Bidder the Contract, which shall consist of the Terms and Conditions contained in Section 4 of this ITB, together with all attachments referenced therein.

2.4 Exceptions:

Each Bid submitted in response to this Invitation to Bid constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this Invitation to Bid (including but not limited to the Terms and Conditions), except to the extent that a Bidder takes exception to such provisions in the manner required by this Section. To take exception to a provision of this Invitation to Bid, the Bidder must clearly identify in **Section 6, Form 4**, each of the following: (a) the number and title of each section of this ITB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this Invitation to Bid may result in the Bid being rejected by the City.

2.5 Multiple/Alternate Bids:

No Bidder shall submit more than one Bid unless multiple or alternate Bids are requested in the Special Conditions. Unless specifically stated in the Special Conditions, any multiple or alternate Bids must be brought to the City's attention either during the pre-Bid conference or submitted in writing at least five (5) days prior to the opening of the Bid.

2.6 How to Prepare Bid Responses:

All Bids shall be prepared as follows:

2.6.1 Complete the Bid Response Forms provided in Section 6 of this Invitation to Bid. Bid responses must be submitted only on these forms.

2.6.2 Bid responses must be typewritten or completed in ink, signed by the Bidder or the Bidding firm's authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Bidder.

2.6.3 Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment offered for purchase. The Specifications may require that copies of detailed factory specifications, ratings, technical data, etc. be submitted along with the Bidder's response package.

2.7 How to Submit Bid Responses:

All Bidders shall:

2.7.1 Submit their Bid in a sealed opaque envelope with the following information written on the outside of that envelope:

2.7.2 The Bidder's Company name;

2.7.3 The Bid number as indicated on the cover letter to this Invitation to Bid; and

2.7.4 Identification of the equipment, supply and/or Service for which the Bid is submitted as indicated at the top of the cover letter to this Invitation to Bid.

2.7.5 Mail or Deliver **two (2) unbound original Bids** signed in ink by a Company official authorized to make a legal and binding offer and **ten (10) electronic copies on thumb drives** in a searchable PDF format to the address listed below, to be received no later than JULY 13, 2016 at 2:00 p.m. EST. The original Bid shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City.

- 2.7.6** Please be advised that the electronic copies on thumb drives must be identical to the unbound original. The thumb drives are for evaluation purposes only and will not be accepted as the official original Bid. The original Bid signed in ink by a Company official must be submitted to be considered a responsive and valid Bid. Bids sent by facsimile will not be accepted.

Mail or Deliver to:

Charlotte/Mecklenburg Government Center
Finance Office - Procurement Management Division
600 East Fourth Street, 9th. Floor- CMGC
Charlotte, NC 28202
Attn: **KAREN EWING**

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) sealed boxes may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place if delivering your Bid in person to the CMGC.

- 2.7.7** Bids not received by the time and date specified in the Cover Letter of this Invitation to Bid will not be opened or considered, unless the delay is a result of the negligence of the City, its agents, or assigns.
- 2.7.8** Note that the Bid opening date listed above is based on the assumption that one or more Bidders will submit samples of alternate Products for evaluation by the City. In the event no samples are submitted, or in the event the evaluation does not require as much time as anticipated, the City may move up the Bid opening date by issuing a written addendum to this ITB. The City reserves the right to change the Bid opening date, or any other dates relevant to this procurement process, at any time in its sole discretion.

2.8 Trade Secrets/Confidentiality:

Upon receipt at the Procurement Management Division, your Bid is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Bid opening your Bid will be provided to City staff and others who participate in the evaluation process, and to members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked "Trade Secret - Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Bid," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

Do not attempt to designate your entire Bid as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your Bid being disqualified.

In submitting a Bid, each Bidder agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who assist the City in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Bidder has designated as a trade secret.

2.9 Questions:

The City is committed to providing all prospective Bidders with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this Invitation to Bid until the time of Bid opening, no interpretation or clarification of the meaning of any part of this Invitation to Bid will be made orally to any prospective Bidder. Requests for information or clarification of this Invitation to Bid must be made in writing and addressed to Karen Ewing at the address, fax, or email address listed below, with e-mail being the preferred method of communication. Questions should reference the Invitation to Bid page and topic number. In order for questions to be answered at the pre-Bid meeting, they must be submitted by **5:00 p.m. EST on June 20, 2016**.

KAREN EWING

Finance Office - Procurement Management Division

ITB # **269-2016-070**

600 East Fourth Street, 9th Floor

Charlotte, North Carolina 28202

Phone: **704-336-2992**

Fax: **704-632-8254**

E-mail: kewing@charlottenc.gov

The City will post answers to questions posed by prospective Bidders and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at www.ips.state.nc.us. Invitation to Bid information can be accessed at the website by searching for Bid number **269-2016-070**. It is the responsibility of the prospective Bidder to check the website for any addenda issued for this Invitation to Bid. The City reserves the right to disqualify any prospective Bidder who contacts a City employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

2.10 How to Submit an Objection Relating to This Invitation To Bid:

2.10.1 When a pre-Bid conference is scheduled, Bidders should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled pre-Bid conference.

2.10.2 When a pre-Bid conference is not scheduled, Bidders must submit objections in writing at least ten (10) days prior to the opening of the Bid.

2.10.3 Except for objections raised at the pre-Bid conference, all objections must be in writing directed to the Procurement Management contact designated in the preceding section.

2.10.4 Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this Invitation to Bid, or anything that occurred in the Bid process through the end of the pre-Bid conference.

2.11 Binding Offer:

Each Bid shall constitute a firm offer that is binding for one hundred twenty (120) calendar days from the date of the Bid opening.

2.12 Errors in Bids:

In case of error in extension of prices in the Bid, the unit prices shall govern.

2.13 City's Rights and Options:

The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:

- 2.13.1** to supplement, amend, substitute or otherwise modify this ITB at any time;
- 2.13.2** to cancel this ITB with or without the substitution of another ITB;
- 2.13.3** to take any action affecting this ITB, this ITB process, or the Products or Services subject to this ITB that would be in the best interests of the City;
- 2.13.4** to issue additional requests for information;
- 2.13.5** to require one or more Bidders to supplement, clarify or provide additional information in order for the City to evaluate the Bids submitted;
- 2.13.6** to conduct investigations with respect to the qualifications and experience of each Bidder;
- 2.13.7** to change the Bid opening date or any other dates relevant to this ITB;
- 2.13.8** to waive any defect or irregularity in any Bid received;
- 2.13.9** to reject any or all Bids;
- 2.13.10** to award all, none, or any part of the items that is in the best interest of the City, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
- 2.13.11** to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Bidders responding.

2.14 Bids on All or Part:

Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all or part of the items to be purchased. Bidders may restrict their Bids to consideration in the aggregate by so stating in the Bid. However, Bids restricted to consideration in the aggregate must also include a unit price on each item Bid.

2.15 Invitation to Bid Not an Offer:

This Invitation to Bid does not constitute an offer by the City. No recommendations or conclusions from this Invitation to Bid process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.16 Charlotte Business INclusion Program:

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's Contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded Contracts at both the Prime and SubContract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

2.17 Equal Opportunity:

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the Products and Services needed by City programs. The City provides equal opportunity for all businesses and does not

discriminate against any Bidders regardless of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability.

2.18 No Collusion or Conflict of Interest:

By responding to this ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.

2.19 Anti-lobbying Provision:

Maintaining the integrity of its Invitation to Bid process is of paramount importance for the City. To this end, we ask each Bidder's cooperation in voluntarily refraining from contacting any members of the Charlotte City Council until the award of this Contract is presented to them for approval.

2.20 Certified Test Report:

If the Specifications or Special Conditions require a certified test report, Bidders shall provide such report at their expense, prior to or with their sealed Bids. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory and shall show all test results and full compliance with the applicable Specifications.

2.21 Brand Name:

If and whenever brand names, makes, names of manufacturers, trade names, Bidder catalogs or model numbers are stated in this ITB, they are for the purpose of establishing a grade or quality of material. The City will evaluate any approved alternates to specified brand names as provided in Attachments 1 and 2 of this ITB.

2.22 Proposed Alternate Product In Lieu of a Specified Brand:

Bidders that desire to submit a proposed alternate Product in lieu of a brand specified in Attachments 1 & 2 of this ITB must include the following with their Bid response:

- a. Identify the manufacturer, brand name, make and, part number;
- b. Any descriptive literature such as illustrations, drawings or data that are necessary for the City to make a comparison with the brand specified for that item in Attachments 1 and 2; and
- c. Certified test reports (if applicable) by an independent laboratory attesting that the proposed Alternate is equal to or better than the specified brand with respect to the applicable specifications for which certified test reports are required.

The City reserves the right to require samples for further testing if the City deems it necessary. The City also reserves the right to require Bidders to have their sample(s) tested by an independent laboratory if the City so directs. In such event, the Bidder shall provide the requested additional samples within five business days at no cost to the City.

All samples submitted will become the property of the City upon receipt by the City. In submitting a sample, each Bidder agrees that the sample does not contain trade secret material, and that it may be disclosed by the City to any person or entity in the City's sole discretion. All samples will be made available for inspection by all Bidders.

Samples must be an exact and true representation of the actual Products that will be offered in response to the Invitation to Bid. **Samples shall be provided at no cost to the City.**

Failure to comply with each of the above requirements with respect to a proposed Alternate Product shall result in the City rejecting the Alternate as an acceptable “or equal” for a specified brand.

The City cannot be responsible for testing and/or accepting every new or evolving product proposed and reserves the right to reject proposed Products that do not meet the City’s current business model.

2.23 Initial Evaluation of Samples:

Upon receipt of the samples, a committee of City employees (the “Product Evaluation Team”) will conduct an initial evaluation to determine whether the samples appear to be “or equal” alternates for the brand names listed in this ITB. In making this determination, the Product Evaluation Team will inspect the samples received for compliance with the Specifications.

During the initial evaluation phase, the City reserves the right to contact Bidders as the City deems necessary with questions or concerns regarding the samples submitted or with requests for additional documentation, samples or information. Bidders must promptly comply with all such requests. It is the Bidder’s responsibility to prove to the City that each proposed sample is equal to or better than the grade or quality of the brand name specified.

The City will evaluate the merits of the grade or quality of product specified based on the information furnished by the Bidder. The City is not responsible for locating or obtaining any information not identified in the request for approval. The City shall be the sole judge in determining the product acceptability of all “Or Equal” Products.

2.24 Statutory Requirements:

Any Bid submitted in response to this ITB shall be deemed to include full conformity with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable. It is to the responsibility of each Bidder to conduct its own due diligence as to what statutory requirements may apply.

2.25 Guarantor:

If the Bidder is a subsidiary of another entity, the City requires that the Bidder’s parent entity provide a guarantee of payment of all of the Bidder’s obligations under the Contract. The City may also require that the Bidder obtain a guaranty from an entity other than the parent if the City concludes that such guaranty would be beneficial to protect the City’s interest. If the Bidder is not a subsidiary, the City may require that the Bidder obtain a guaranty of payment from another entity if the City concludes that such guaranty would be beneficial to protect the City’s interest. If a guarantor is required, the Bidder must: (a) identify a guarantor that is acceptable to the City, (b) provide the City with the same financial information about the guarantor that the Bidder is required to provide about itself under this ITB; and (c) provide the City with a signed, legally binding guaranty agreement from the approved guarantor that is acceptable to the City in the City’s sole discretion. Failure to comply with the forgoing shall be grounds for rejection of the Bidder’s Bid.

2.26 Award Criteria:

The City reserves the right to award a Contract to the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, Services, financial qualifications, product and Services offerings, facility requirements, inventory control and reporting. The City reserves the right to reject any Bid on the basis of function, compatibility with user requirements of utility as well as cost.

2.27 Environmental Preferable Purchasing:

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Renewable resources
Recyclability	Packaging
Biodegradability	Reduced toxicity
Energy and water efficiency	Low volatile organic compounds
Durability	Take back options

Bidders able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in their Bids. Bidders must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior Company official.

2.28 Contract Award by Charlotte City Council:

The Contract to be awarded under this ITB must be approved by the Charlotte City Council. If such approval is granted, the Procurement Management Division will provide the Contract to the Bidder for the Bidder to sign and return. In the event City Council approval is not received within one hundred twenty (120) calendar days after opening of the Bids, the Bidder may request that it be released from the Bid.

2.29 Post Award Conference:

A Post-Award Conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company's prospective Project Manager and any anticipated major subcontractors, and shall provide at such conference a written schedule for the delivery of any Products or Services for which no delivery dates have been specified in this ITB.

3. SOLICITATION SCHEDULE AND PROCESS

The key events and deadlines for this solicitation are as follows, some of which are set forth in more detail in the sections that follow:

DATE	EVENT
June 8, 2016	<i>Issuance of ITB.</i> The City of Charlotte issues this ITB.
June 17, 2016	<i>Invitation to Bid Acknowledgement.</i> Suppliers who intend to submit a Bid shall submit the ITB Acknowledgement Form on this date to the fax number listed in Section 6 Form One.
June 20, 2016	<i>Submission of Written Questions Prior to Pre-Bid Conference.</i> Suppliers are permitted to submit written questions, but only for purposes of clarifying this ITB. All submissions must be faxed or preferably e-mailed to Karen Ewing at the address and number listed in Section 2.9. Questions are due by 5 p.m. EDT on June 20, 2016.
June 22, 2016	<i>Pre-Bid Conference.</i> All interested Bidders are encouraged to attend. Corporate representatives versus local distributors are highly encouraged to attend due to subsequent nationwide Contract requirements.
June 28, 2016	<i>Submission of Written Questions After the Pre-Bid Conference.</i> All submissions must be faxed or preferably e-mailed to Karen Ewing at the address and number listed in Section 2.9. no later than 5 p.m. EDT on June 28, 2016.
July 13, 2016	<i>Bid Submission.</i> Bids are due by 2:00 p.m. EDT on July 13, 2016, at the Procurement Management Division, CMGC Bldg., 9 th Floor. All Bids will be time-stamped upon receipt and held in a secure place until this date and time.
July 15, 2016 – August 10, 2016	<i>Evaluation of Bids</i>
September 26, 2016	<i>Contract Award by City Council.</i>
November 1, 2016	<i>Contract effective date.</i> Awarded Supplier begins providing all Products and Services.

Note: All dates are subject to change per written addendum

3.1 Intent to Propose:

Please acknowledge receipt of this ITB via e-mail or facsimile by June 17, 2016 using the Bid Acknowledgement Form located in Section 6, Form One. Complete the form in its entirety advising the City of Charlotte of your firm’s intention to submit or not submit a Bid. E-mail or Fax the completed and signed form to Karen Ewing per Section 2.9.

A Pre-Bid conference for the purpose of reviewing the ITB and answering questions regarding the Project will be held on June 22, 2016 at 10:00 a.m. EDT, at the City of Charlotte Government Center, 600 East Fourth Street, second floor conference room #280, Charlotte, North Carolina 28202. Please bring a copy of the ITB with you at that time.

3.2 Multiple Awards:

Multiple awards may be issued as a result of the solicitation. Multiple awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

3.3 Evaluation of Bids:

The City of Charlotte will evaluate Bids in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating Bids. The Bidder(s) that meets the criteria set forth in this Invitation to Bid will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

To be deemed responsive, it is important for the Bidder to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this ITB. The Bidder's Bid will be the primary source of information used in the evaluation process. Failure of any Bidder to submit information requested may result in the elimination of the Bid from further evaluation.

The Evaluation Team alone will determine the responsive, responsible Bidder(s) whose Bid is most advantageous to the Lead Public Agency and potential Participating Public Agencies, based on the following criteria:

- A. Compliance with the terms and conditions of the ITB;
- B. Ability to meet the performance requirements of this ITB;
- C. Experience, Background, Qualifications, Capability, Marketing, (including past performances, administration, management capabilities, and national presence);
- D. Products and Services offerings (extent of offerings);
- E. Discount/rebate schedules;
- F. Pricing (Attachments 1 and 2)
- G. Catalog pricing on complete offering;
- H. Cost effectiveness and Value;
- I. Financial Qualifications;
- J. Company Environmental Initiatives;
- K. References

The Bidders submitting the best solutions and most competitive Bids may be invited for an interview and presentation.

The City of Charlotte reserves the right to accept any item or group of items on a multi-item Bid. In addition, the Lead Public Agency reserves the right to make a single, partial, progressive or multiple awards: where more than one Bidder is needed to provide the requirements as to quantity, quality, delivery, Service or other factors deemed by the City of Charlotte and potential Participating Public Agencies to be pertinent to the purchase in question.

3.4 Contract Award:

As soon as practical after receiving and evaluating the Bids, a recommendation for Contract(s) award will be submitted to the City Council for final approval. If approved by Council, the Procurement Management Division will provide Contract documents to the Company. In the event Council approval is not received within one hundred twenty (120) calendar days after opening of the Bids, the Company may request that it be released from the Bid.

4. TERMS AND CONDITIONS.

Each Bid submitted in response to this ITB constitutes an offer to become legally bound to a Contract incorporating terms and conditions set forth in this Section 4 as well as the Terms and Conditions in Section 8. For purposes of this Section, a Bidder that enters into a Contract with the City may be referred to as the “successful Bidder” or the “Company.”

4.1 Contract Types:

The Contract resulting from this Invitation to Bid will be of the type indicated below:

Definite Quantity: The Contract will be a fixed-price Contract that provides for delivery of a specified quantity of Products and Services either at specified times or when ordered.

Indefinite Quantity: The Contract will be a unit price Contract for an indefinite amount of Products and Services to be furnished at specified times, or as ordered. In some cases, indefinite quantity Contracts may state a minimum quantity that the City is obligated to order. The City may make available to Bidders information regarding the City’s purchase history or projected estimates of the approximate quantity of Products that will be needed. The City makes no representations as to the accuracy of such information. Each Bidder is required to perform its own due diligence on which to base its Bid. Inaccuracy of purchase history or projected quantity estimates provided by the City will not give rise to any claim against the City, or entitle any Bidder to rescind its Bid or terminate or amend the Contract.

4.2 Terms of Contract:

(A) Unit Price Contract: Contract awarded is for a unit price when product and Service needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price Contract are contingent upon appropriations having been made by Charlotte City Council.

Contract Terms and Renewal Options: The Contract term shall be for a period of three (3) years from the date of award. The City at its option may extend the Contract for up to two (2) additional two-year extensions unless the Bidder objects in writing at least ninety (90) days prior to the beginning of the extension term.

(B) One Time Purchase: Contract awarded is for a specific quantity purchased at one time.

4.3 Notice to Proceed:

The successful Bidder shall not commence work or make shipment under this Invitation to Bid until duly notified by receipt of an executed Contract from the City. If the successful Bidder commences work or makes shipment prior to that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the City.

4.4 Delivery Time:

When delivery time is requested in this Invitation to Bid, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. Each Bid shall be deemed a binding commitment of the Bidder to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

4.5 Prices Are Firm:

Each Bidder warrants the Bid price(s), terms and conditions quoted in its Bid shall be firm for acceptance by the City for a period of one hundred twenty (120) calendar days from the date of the Bid opening. Once award is made and a Contract is in place, prices shall remain firm and fixed for the entire Contract period, unless otherwise allowed in the Special Conditions and stated in the Bid. If your Bid includes price increases over the term of the Contract, such increases must be clearly designated on Form 5 of the Bid Response Package (Pricing Sheet).

4.6 Price Adjustment As Part of the Bid:

To submit price adjustments as part of your Bid, you must: (a) comply with any limitations or instructions that are stated in this ITB; and (b) state very clearly in the Price Sheet of your Bid Response Forms the proposed price adjustments or, if permitted, the price adjustment formula. Restrictions and instructions regarding price adjustments are provided in the Bid Response Forms. It is important that the Bidder check for these restrictions and instructions carefully. In some instances price adjustments are not permitted as part of the Bid. In other instances formula price increases are prohibited due to the difficulty they create in comparing Bid prices.

4.7 Prompt Payment Discounts:

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.

4.8 Quality:

Unless this Invitation to Bid specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Invitation to Bid shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By “new”, the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Invitation to Bid or any other part of the Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter’s codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Invitation to Bid or the Contract.

4.9 Inspection at Bidder’s Site:

The City reserves the right to inspect the equipment, plant, store or other facilities of a Bidder prior to Contract award, and during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days’ notice to the Bidder (except that a store may be inspected at any time during regular store hours without notice).

4.10 Certification of Independent Price Determination:

By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- B. Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this Bid directly or indirectly to any other Bidder or to any competition prior to the opening of the Bid; and
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

4.11 Insurance:

All Bidders must indicate compliance with the Insurance requirements stated in Section 34 of the Sample City Contract.

5. SCOPE OF WORK:

The scope of this Contract shall be to provide Automotive Parts and Accessories and Related Products and Services for Light, Medium, Heavy Duty vehicles to the City of Charlotte and other Participating Public Agencies. The City's Fleet Management Division ("Fleet") requires a broad variety of vehicles and equipment including but not restricted to, automobiles, light, medium, and heavy duty trucks, SUVs, fire apparatus, buses, and construction equipment. Bidders must submit Bids on complete manufacturer lines of new Products and components to accommodate the City's requirements.

Bidders are required to address each of the following components of this ITB in writing as part of their Bid response. Bids that fail to include all information requested may be deemed non-responsive.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Bidder agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

5.1 General Requirements:

All Products offered shall be new, highest quality or grades available, meet all the requirements of these specifications and be in operating condition at time of delivery. All parts offered by the Bidder in response to this ITB shall be the most recently issued models. No parts other than the best quality will be considered for purposed of this ITB. While it is understood by all Parties involved that a quality comparison study is not practical in many situations, the Bidder shall be held directly responsible for substituting a sub-standard or lesser grade parts than required for in the application. Verifiable substitution of lesser grade parts may constitute grounds for Contract termination, or other action at the sole discretion of the City of Charlotte. Reference of brand names, style, and or model numbers provided in the ITB are to denote the product currently in use by the City that is compatible with existing vehicles or equipment.

5.1.1 Bidder must be an authorized distributor of each manufacturer of product lines offered to the City in the Bid response. The City shall be entitled to conduct or require a pre-award facility inspection and evidence of industry certifications. The Bidder may be required to submit a certificate for each Product manufacturer line offered. The certificate must state that the Bidder is authorized to supply such Products and Services.

5.1.2 All Products must be rated and classified for each category and required application.

5.2 Quantities:

The City does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only, and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

5.3 Pricing:

Bidders must submit a fixed percentage discount off the Bidders most current retail list price, or other verifiable index for all automotive parts, components, accessories, and all other Products and Services offered by the Bidder, for the life of the Contract. The discount percentages offered will apply to the entire Products catalog for the brand and category listed. Prices must include shipping, handling, and delivery, manufacturer mark up, profit, item cost and storage. No other charges will be allowed.

All catalogs, and retail price lists must be identified and a copy included in the Bid response. The City may request documentation from manufacturer verifying list prices at any time.

Discounts shall be firm for the life of the Contract. Unit prices shall be firm for the first annual term of the Contract. At least sixty (60) days prior to the end of such twelve (12) month term, the Company shall submit in writing to Procurement Management any proposed price adjustments (increases and decrease) for review. Price increases will only be considered for those items with a published manufacturer's price increase. The successful Bidder shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. Price increases will not be considered more than once annually.

5.3.1 Market Basket Items:

For price comparison purposes and verification of discounts offered and to determine the lowest Bid, Bidders must submit unit prices for all items provided as **Attachment 1- City Market Basket and Attachment 2-National Market Basket**. Bidders should not consider the Attachments as "core" or high volume items. The pricing submitted on Attachments 1 & 2 does not solely determine lowest responsive, responsible Bidder. Bids must comply with all requirements of this ITB and provide the broadest and most comprehensive product offering possible.

1. Pricing Sheets must be submitted in Excel format on a compact disc or flash drive. Bidder must not change the format. To obtain an electronic copy of the Pricing Sheets (Attachments 1 & 2), email Karen Ewing at kewing@charlottenc.gov. Bidder must also provide a hard copy (paper copy) of the Pricing Sheets with the "Original" copy of their Bids.
2. Bidder shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your Bid being deemed non-responsive.**
3. Bidders must submit unit pricing on the Products provided as Attachments 1 and 2 using the discounts stated on **Required Form 5 in Section 6**.
4. Bidders must indicate whether the item is an exact match or provide an alternate in the appropriate fields. The City's decision shall be final and conclusive in determine the equality of alternatives.
5. Pricing must include manufacturer part number, discount applied, and extended net/Contract price after discount.
6. DO NOT include any tax in your pricing.
7. Bidders are cautioned to carefully review each item and pay special attention to the unit of measure for each item. Please be sure to Bid the unit of measure designated that may be different from your selling unit.

5.3.2 Catalog Price List.

Bidders must include a complete price list of all catalog items and Services offered that are not included in the Market basket Product Lists (Attachments 1 & 2) on a compact disc (CD) or flash drive. Pricing must be in the Excel format set forth in **Attachment 3**. Please provide separate price list for Light, Medium and Heavy Duty Vehicles if applicable. Services must be itemized using an hourly rate. Bidders must provide the broadest and most comprehensive Product offering possible.

5.3.3 Pricing Incentives and Rebates:

Please identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or other criteria.

The Lead Public Agency will evaluate any rebate stipulations or contingencies to determine which discount structure is in the best interest of the City and the Participating Public Agencies. The Lead Public Agency reserves the right to determine the most favorable pricing structure and any such determination shall be final and conclusive.

5.4 Placement of Orders.

The Bidder must have the proven ability to allow electronic access to product information and ordering. Orders may be placed via purchase orders, on-line using Internet technology or via the telephone or fax. Bids must address the following:

1. Percent (%) of time orders filled correctly;
2. Percent (%) of time items are back ordered;
3. Backorder policy;
4. Percent (%) of time orders are delivered within Contract time;
5. Return policy;
6. Retail store locations; and
7. Policy for over the counter purchases.

5.5 Electronic Commerce.

All Bids must address the following required features and functionalities of the Bidder's Internet ordering capabilities at no additional cost to the City:

1. Ability to set up individual users;
2. Ability to set up and maintain multiple accounts, and ship to locations for each user;
3. Product comparison tools;
4. Quick order feature;
5. Automated order confirmation (e-mail);
6. Technical Support. Please explain offering in detail and include hours of operation;
7. Ability to set product preferences based on the City specifications;
8. Product availability and real time pricing and inventory;
9. Ability to create custom shopping lists;
10. Ability to save a shopping cart and complete the check-out process at a later time;
11. Order tracking capabilities;
12. Schedule deliveries for a later date and include parameters;
13. On-line reports that designated City staff can produce;
14. Ability to add or change ship to locations;
15. Please provide a dummy login and password for access to your on-line ordering system for review.
16. Capability to display picture and full description for every item.
17. On-line returns capability.

5.6 Reporting capabilities.

Bidder must be able to provide the City with monthly, quarterly, and annual electronic usage reports with product level detail, including the following:

1. Ability to sort the history of purchases by product type (i.e. belts, emissions, engine, etc.), by account, or ship-to location; and
2. Ability to produce recycled Products purchased reports.
3. Bids must include sample reports for a current government customer that demonstrates these reporting capabilities.

5.7 Billing capabilities.

1. Electronic billing options;
2. Customized billing options;
3. Invoice options;
4. Frequency options;
5. Sorting Capabilities; and
6. Media Types

5.8 Procurement Cards (P-cards).

Bidder must accept City issued p-cards on-line or in retail stores. P-cards must be linked to Contract pricing. Please address your Company's policy for accepting procurement cards (P-cards), major credit cards and how this information is linked to Contract pricing. Bidders must be able to provide Level III data on the credit card reports. Please confirm this requirement in your Bid response.

5.9 Delivery and Performance Service Level.

All in-stock Products provided under this Contract must be delivered F.O.B. to the City of Charlotte's designated Fleet Management facility (see Section 5.10) within two (2) hours for all orders placed. Products shall be delivered in quantities and intervals as requested by the City.

Special circumstances may require the Company to make immediate deliveries, in less than one (1) hour that may not be during regular business hours or days. Bidders are expected to provide flexibility in delivery and Services and any Products may be required at any location that may or may not be stated. These conditions are to be maintained to minimize Fleet downtime and Service delays. If notification is given to the successful Bidder of any Emergency Response or Essential Service equipment being inoperable due to Products or Service issues, the supplier must be willing and able to respond in less than one (1) hour, 24 hours per day and seven (7) days per week.

All Participating Public Agencies will require deliveries to their specific locations. Successful Bidder must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize the Master Agreement through U.S. Communities. Bids must include exceptions of locations where Bidder cannot meet stated requirements.

The successful Bidder is responsible for maintaining a high level of Service as it relates to customer satisfaction and Contractual performance. The Bidder must be willing to accommodate changes in volume, delivery sites, and other reasonable requests by the City throughout the term of the Contract.

The successful Bidder(s) shall facilitate the performance of inventory turns that may include all or part of the following:

- Smaller more frequent deliveries;
- Maintaining pre-determined inventory levels (based on min/max levels); and
- On-line ordering and designated personnel to "share" inventory data for availability and delivery information.

5.9.1 Each order delivered must have an invoice enclosed. The invoice must clearly show the Purchase Order Number, Fleet Order number, items ordered, unit of measure, Contract pricing, and items enclosed, and identify any items on backorder.

5.9.2 Bids must include Company process for tracking and verifying all deliveries.

5.10 Fleet Management Facility Locations:

Company shall deliver to locations needed by the City, including but not limited to:

Shop	Street Address	Standard Hours
Commission Decommission Facility	5500 Wilkinson Blvd, Suite B, Charlotte, NC 28208	7:30am – 4:00 pm Monday-Friday
Louise Avenue Facility	829 Louise Avenue, Charlotte, NC 28204	6:00am – 10:30 pm Monday-Friday
Atando Avenue Facility	1031 Atando Avenue, Charlotte, NC 28205	6:00 am – 10:30 pm Monday-Friday
12 th Street Facility	900 W. 12 th Street, Charlotte, NC 28206	7:30 am – 4:00 pm Monday-Friday
Tuckaseegee Road Facility	701 Tuckaseegee Road, Charlotte, NC 28208	6:00 am – 6:00 pm Monday-Friday
Sweden Road Facility	4600 Sweden Road, Charlotte, NC 28273	6:00 am – 10:30 pm Monday-Friday

All Participating Public Agencies will require deliveries to its specific locations. **Successful Bidder must agree to provide the same delivery terms and conditions to all Participating Public Agencies.**

5.11 Receiving:

Inventory accuracy and asset management are critical. The successful Bidder is solely responsible to insure all quantities, packaging, pricing, part numbers, and related information is correct on all shipments/parts/invoicing. Part numbers on invoicing to the City, must match part numbers on the part labels exactly. It is the sole responsibility of the successful Bidder to audit any/all shipments for accuracy. No delivery is to be “dropped off” at any Fleet facility without shipment confirmation, audit, and signature of receipt from authorized Fleet Management personnel.

5.12 Warranty:

All Products supplied under the Contract shall be covered by a manufacturer’s written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Bidder's descriptions, representations and samples. The Company shall administer the warranty on the City’s behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City all Products that violate either the above warranty or the applicable manufacturer’s warranty.

5.12.1 The Company shall provide the City with two copies of the manufacturer’s written warranty for each item of equipment.

5.12.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

5.13 Invoices:

Invoices or Service Request tickets detailing inclusive pricing (labor, parts, fees, shipping/handling) shall be provided to each Fleet Management Facility Location upon delivery of Services or parts. Invoices shall be detailed indicating the following:

A. Header

- Invoice numbers must be sequential and shall not be duplicated during the life of this Agreement.
- Invoice Date
- Name of Fleet Management Facility requesting Service.
- City's payment method number (Purchase Order)
- Service Providers City vendor number
- Service Providers City Contract number
- Service Providers Payment Remit to Address

B. Detail

- Quantity
- Unit Price
- Extended Amount per item

NOTICE: Invoices detailing parts purchased with inclusive pricing (parts, fees, shipping/handling) must be provided to each Fleet Management Facility at the time and point of delivery.

- a. All credit statements and refund transactions must be processed within five (5) business days. Credit statements should include original statement invoice number as a reference.
- b. Failure to comply with or properly execute this invoicing procedure may delay payment and may be grounds to terminate this Agreement at the discretion of the City.
- c. It is the responsibility of the Company to ensure a copy of the invoice(s) is sent and received by the City of Charlotte Accounts Payable.
 1. All invoices should be sent to COCAP@CHARLOTTENC.GOV.
 2. Credit invoices should be sent to COCAP@CHARLOTTENC.GOV.
 3. Each invoice should be sent in a separate file AND email to COCAP@CHARLOTTENC.GOV.
- d. Failure to comply with or properly execute this invoicing procedure may delay payment and may be grounds to terminate this Agreement at the discretion of the City.
- e. The Company shall provide daily the original summary invoice to the originating Fleet Management Facility by email AND the City of Charlotte Finance/Accounts Payable by email to cocap@charlottenc.gov.
- f. The City will pay undisputed, properly submitted invoices within thirty (30) days after the receipt of the Company's invoice (the "Due Date"), provided that the invoice has been submitted at the appropriate time as authorized.
- g. As a condition of payment, the Company must invoice the City for Services or parts within 60 days after such Services are performed or parts delivered. The Company waives the right to charge the City for any Services or parts that have not been invoiced within sixty (60) days of performance of the Services.

5.14 City Contracting Requirements:

The City will enter into a Master Agreement written by the City with the successful Bidder that contains the terms and conditions set forth in this ITB and sample Contract included as Section 8. Each Bidder must state specifically in its Bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Bidder does not specifically object to will be incorporated into the resultant Agreement. Notwithstanding the foregoing, the City reserves the right to change the proposed Contractual terms and conditions prior to Contract award if it is in the City's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful Bid.

The term "Contract" shall refer to the Contract entered into between the City and the successful Bidder, and the term "Company" shall refer to the successful Bidder.

5.15 New Products and Services:

The City reserves the right to add or delete items to this Contract during the term of the Contract by written amendment, to the extent those Products and Services are within the scope of this ITB and include, but will not be limited to, Products added to the successful Bidder's and/or Manufacturer's catalog offerings, and Products and Services which reflect new technology and improved functionality. All requests are subject to review and approval by the City of Charlotte.

5.16 Applicable Laws:

The Bidder agrees to make itself aware of and comply with, and cause its subcontractors to comply with, all federal, state and local laws, regulations and ordinances relating to the performance of this Contract or to the Products and Services delivered hereunder, including without limitation E-Verify, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and OSHA. The Company further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this Section has occurred or does occur, the Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

5.17 Returns and Restocking Charges:

The Company or applicable manufacturer must pick up any merchandise to be returned within twenty-four (24) hours after the City notifies the Company of the return. The City will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this ITB or is a specialty item and the City has been notified, at the time of placement of order, of the potential restocking charge. The Company will issue a credit memo to the City within seven (7) calendar days of the return.

5.18 Placement of Orders:

All orders will be placed by City designated personnel on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of a purchase order, or other approved authorization method.

5.19 Training:

The successful Bidder will be responsible for initially training all necessary City employees on using their on-line ordering system and any on-going training for new or additional users, at no additional cost to the City. Supplier will be responsible for providing documented step-by-step instructions to each authorized user of the City.

5.20 Samples.

Prior to award of a Contract, Bidders may be required to furnish samples of Product items Bid, at no charge to the City. Designated City personnel will evaluate samples to determine the equality of the Products provided. All determinations shall be final and conclusive. Fleet Management will retain samples for comparison with items delivered under the resulting Contract.

5.21 Value Added Services.

Proposers are encouraged to include any special programs that your Company offers that will improve customer's ability to access Products, or other innovative strategies that could add value to this Contract.

5.22 Implementation of Services.

The successful Bidder will commit to working with the City to ensure a smooth transition. Bids must address how the Bidder will successfully implement a new account the size of the City. Following is an overview, not intended to be all inclusive of the transition components that will need to take place and be managed.

- Account Set-Up.
- Billing and Reporting.
- Customer Service Support.
- Communications and Trainings.
- Strategic & Tactical Field Support

5.23 Inventory:

All brands and sizes of parts that are carried in the City's Fleet Management inventory shall be stocked in the Company's inventories and made available for immediate delivery. Bidders shall analyze the City's usage patterns and maintain an adequate supply of parts and components identified by Fleet Management to meet the City's needs and avoid stock outs and back orders. Bidders recognize that the City provides essential and emergency Services to the citizens of the City of Charlotte and Mecklenburg County, and that Services cannot be provided if vehicles and equipment are down due to unavailability of parts and components.

The City reserves the right to acquire needed parts and components from alternate sources if the successful Bidder is unable to provide the required Products in a timely manner. Backorder and delivery reports and other methods deemed appropriate shall be requested by the City from time to time to monitor the Company's performance and compliance to the subsequent Contract. Poor performance with respect to the Product availability, or any other requirements of the Contract, may constitute grounds for termination of the Contract between the City and the Company.

If, for reasons beyond the control of the Company (i.e. industry wide parts outage), that result in a stock-out situation, the Company will be prepared and in agreement to supply the following: (a) immediate notification of inventory status to Fleet Management Shop Managers, Parts Managers, and Operations Managers at all stated City locations; (b) immediate notification and delivery of Contract specified parts and components when they become available.

1. INVITATION TO BID ACKNOWLEDGEMENT

ITB # 269-2016-070

Automotive Parts, Accessories and Related Services

The Company hereby certifies receipt of the Invitation to Bid for the City of Charlotte, North Carolina Bid #269-2016-070, Automotive Parts, Accessories and Related Services. This form should be completed upon receipt of the City's ITB and e-mailed or faxed in time for the City to receive it by or before **June 17, 2016**. Failure to submit this form by the designated date shall not preclude the Company from submitting a Bid. Please fax or email the completed form to the attention of:

Karen Ewing, Deputy Chief Procurement Officer
Finance Office - Procurement Management Division
Fax: 704-632-8254
Email: kewing@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan to attend the Pre-Bid Conference and plan to submit a Bid**

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Bid Conference but plan to submit a Bid**

Reason: _____

_____ **We do not plan to attend the Pre-Bid Conference and do not plan to submit a Bid**

Reason: _____

2. BID SUBMISSION FORM

ITB # 269-2016-070

AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

This Bid is submitted by:

Company Name: _____

State of Incorporation: _____

Representative (printed): _____

Representative (*signed*): _____

Address: _____

City/State/Zip: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

E-Mail Address: _____

By signing above, the Bidder agrees that the City reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total according to the best interest of the City, to waive formalities, technicalities, to recover and re-Bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

The representative signing above hereby certifies and agrees that the following information is correct:

1. Bid/Bid document has been signed by authorized Bidder/proposer official.
2. Bid/Bid package has been properly labeled per the instructions. (See Section 1.6)
3. Bid/Bid package contains all of the Bid/Bid Response Package Forms:
 - Bid Submission - Form Two
 - Addenda Acknowledgement - Form Three
 - Exceptions – Form Four
 - Pricing Sheet - Form Five
 - Non-Discrimination Certification Compliance - Form Six
 - Bidder References - Form Seven
 - Pricing Market Baskets – Attachments 1 &2
 - Complete Pricing Catalog – Attachment 3
 - U.S. Communities Supplier Worksheet – Section Seven
 - U.S. Communities Supplier Information – Section Seven
 - U.S. Communities Administration Agreement – Section Seven

3. ADDENDA ACKNOWLEDGEMENT FORM
ITB # 269-2016-070
AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

Please acknowledge receipt of all addenda by including this form with your Bid. All addenda will be posted to www.ips.state.nc.us. It is the Bidder’s responsibility to monitor the site for all addenda issued for this ITB.

Addenda Receipt: The Bidder confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids (Bidder to list all addenda received):

Addendum #	Date Addendum Downloaded from NC IPS:
_____	_____
_____	_____
_____	_____

The signature below certifies that the above information has been verified as complete.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

4. EXCEPTIONS FORM

The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

ITB Section Number	ITB Section Title	Exception and Proposed Change to ITB

The signature below certifies that: (a) the Bidder's Bid complies with the requirements of this Invitation to Bid; and (b) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

5. PRICING SHEET

ITB # 269-2016-070, AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

The undersigned proposes to furnish the following items in strict conformance to the Bid specifications and Bid invitation issued by the City of Charlotte for this Bid. Any exceptions are clearly marked in the **Required Form – Section 6, Form 3**.

BIDS ARE DUE NO LATER THAN 2:00 P.M. EDT, JULY 13, 2016

Pricing: Per Section 5.4, the Lead Public Agency is requesting (1) a fixed percentage discount for all Product Categories included below; (2) Unit prices for all Products listed in **Attachment 1 – City Market Basket** in Excel format; and (3) Unit prices for all Products listed in **Attachment 2 – National Market Basket** in Excel format; and (4) a Complete price list of all Products and Services offered by the Bidder.

ITEM	PRODUCT CATEGORY	VERIFIABLE PRICE LIST (Current Retail Price List Number or ID)	PERCENTAGE (%) DISCOUNT FOR ENTIRE CATEGORY (All Brands)
1	Batteries		
2	Filters		
3	Brake Systems		
4	Paint and Body Repair		
5	Ignition/Emission		
6	Cooling System		
7	Ride Control, Chassis and Steering		
8	Driveline		
9	Automotive Hardware & Engine Parts		
10	Exhaust		
11	Bearings, Seals, Hub Assemblies		
12	Starters & Alternators		
13	Climate Control		
14	Heavy Duty Parts		
15	Engines/Equipment		
16	Chemicals		
17	Accessories & Miscellaneous		

Discounts must include all equipment, labor, delivery, installation, consultation, vendor profit, and all other associated costs. No additional cost will be allowed.

Bidders are required to organize the information requested in this ITB in accordance with the format outlined above. Failure of the Bidder to organize the information required by this ITB as outlined may result in the City of Charlotte, at its sole discretion, deeming the Bid non-responsive to the requirements of this ITB. The Bidder, however, may reduce the repetition of identical information within several sections of the Bid by making the appropriate cross-references to other sections of the Bid. Appendices for certain technical or financial information may be used to facilitate Bid preparation.

Bid Content.

1. Cover Letter.
The Bid must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Bidder. The cover letter shall provide the name, address, telephone and facsimile numbers of the Bidder along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to Contract with the City of Charlotte. The cover letter shall present the Bidder's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.
2. Executive Summary.
The Bidder shall submit an executive summary, which outlines its Bid, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Bid that make it superior or unique in addressing the needs of the City of Charlotte.
3. Required Forms.
To be deemed responsive to this ITB, Bidders must complete in detail, all Bid Forms included in Section 6, Section 7, and all Attachments.

Payment Terms: _____

Delivery After Receipt of Order: _____

The undersigned hereby certifies the Bidder has read the terms of this Bid document, including the sample Contract (Section 5) and is authorized to bind the firm to the information herein set forth.

Date: _____ Legal Name of Bidder: _____

By: _____
Signature Name and Title of Person Signing (PLEASE PRINT)

6. NON-DISCRIMINATION PROVISION

PROJECT: AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

All requests for Bids or Bids issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Bid, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientations, gender identity, gender expression, or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

7. REFERENCES

Company Name: _____

List three (3) clients excluding the City of Charlotte, for whom you have provided Products and Services similar to those outlined in this Invitation to Bid, for reference check:

NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

In this worksheet, the terms “Supplier” and “Company” are used interchangeably to reference the Bidder.

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES ___ NO ___
- B. Does your Company have the ability to provide Service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver Service in Alaska and Hawaii?
YES ___ *NO ___
(*If no, identify the states where you have the ability to provide Service to Participating Public Agencies.)
- C. Does your Company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES ___ *NO ___
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your Company sales last year in the United States:
___ Sales between \$0 and \$25,000,000
___ Sales between \$25,000,001 and \$50,000,000
___ Sales between \$50,000,001 and \$100,000,000
___ Sales greater than \$100,000,001
- E. Does your Company have existing capacity to provide electronic and ecommerce ordering and billing?
YES ___ NO ___
- F. Will your Company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program Contract?
YES ___ NO ___
- G. Does your Company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES ___ NO ___
- H. Does your Company maintain records of your overall Participating Public Agencies’ sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ___ NO ___
- I. Will your Company commit to the following program implementation schedule?
YES ___ NO ___
- J. Will the U.S. Communities program Contract be your lead public offering to Participating Public Agencies?
YES ___ NO ___

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

SUPPLIER INFORMATION

Please respond to the following requests for information about your Company:

National Commitments

Proposer shall provide a written narrative of its understanding and acceptance of the Supplier Qualifications Commitments in Section One.

Company

1. Provide the total number and location of sales persons employed by your Company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

2. Describe how the above sales persons would be utilized in selling this Contract, including the time commitment each sales person will devote to selling this Contract.
3. Provide the Company annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

4. Provide annual sales for 2013, 2014 and 2015 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2013 Sales	2014 Sales	2015 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
6. Provide a list with contact information of your Company’s ten largest public agency customers.

Distribution

1. Describe how your Company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your Company’s distribution facilities, warehouses and retail network as applicable.
5. Provide the number and location of support centers (if applicable).
6. Provide a listing of your Company’s retail store locations (by state) and denote which store locations currently Service commercial customers. For those stores that are not currently servicing commercial customers, describe their capability to provide product to Participating Public Agencies under this Contract.
7. Describe your Company’s retail store hours of operation.
8. Describe your capacity to Service emergency needs after normal retail store hours.
9. State the Company’s standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
10. Describe your retail store “will call” or pick up policy and procedures and how such orders will be incorporated into any subsequent Contract (i.e. Contract pricing, reporting, p-card usage, or summary billing, etc.)
11. If applicable, describe your Company’s ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

- a. If applicable, describe other ways your Company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck Company), your Company's diversity of owner employees, etc.
- b. If applicable, provide details on any Products or Services being offered by your Company where the manufacturer or Service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/Service name, Company name and small/MWBE designation.

Marketing

1. Outline your Company's plan for marketing the Products to state and local government agencies nationwide.
2. Explain how your Company will educate its national sales force about the Master Agreement.
3. Explain how your Company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your Company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your Company will transition to the U.S. Communities Contract for the initial three years of the Contract in the following format within your proposal.
 - a. \$_____.00 will be transitioned in year one.
 - b. \$_____.00 will be transitioned in year two.
 - c. \$_____.00 will be transitioned in year three.

National Staffing Plan

1. A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this Contract throughout the term of the Contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the Contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this Contract throughout the term of the Contract and their relationship to the Contracting organization;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the Contract, 2) each member's role in maintaining and growing the Contract; and 3) a timeline of each member's involvement throughout the Contract.
2. Provide an organizational chart of your Company.
3. Submit the resumes of the below personnel:
 - a. The person your Company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products to be provided by the major product category set forth in Section One of the ITB. The primary objective is for each Supplier to provide its complete Product, Services and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Provide a description of any related Products, Services and Solutions Supplier wishes to be considered as set forth in Section One of the ITB.
3. State restocking fees for Products returned after thirty days.
4. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
5. Describe any special programs that your Company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
6. Describe the capacity of your Company to broaden the scope of the Contract and keep the product offerings current and ensure that latest Products, standards and technology for Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles, and Related Products and Services.

Quality

1. Describe your Company's quality control processes.
2. Describe your problem escalation process.
3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
4. Describe and provide any product or Service warranties.

Administration

1. Describe your Company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your Company's ecommerce capabilities:
 - a. Include details about your Company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your Company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
5. Describe the capacity of your Company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
6. Describe the capacity of your Company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
7. Please provide any suggested improvements and alternatives for doing business with your Company that will make this arrangement more cost effective for your Company and Participating Public Agencies.

Environmental

1. Provide a brief description of any Company environmental initiatives, including your Company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
2. Describe your Company's process for defining green Products or sustainable processes.
3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.
4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your Company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the most recent two year period in its proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1. The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2. U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

Section Seven
Required U.S. Communities Information

including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3. Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4. U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5. With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1. This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1. U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2. U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

Section Seven
Required U.S. Communities Information

(b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "**Program Manager**" and collectively, the "**Program Managers**"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 **Supplier's Representations and Covenants.** Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "**Supplier's Commitments**") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the

state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

(A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own

Section Seven
Required U.S. Communities Information

procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S.

Section Seven
Required U.S. Communities Information

Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S.

Section Seven
Required U.S. Communities Information

Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside Services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each Contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier’s Product Number
- (ii) Product Description
- (iii) Manufacturer Name

Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(City of Charlotte Master Agreement/Contract to be attached after award.)

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

SAMPLE CITY CONTRACT
THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT NO. _____

CONTRACT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this ___ day of _____ 20__ (the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

STATEMENT OF BACKGROUND AND INTENT

- A. The City issued An Invitation to Bid (ITB Number 269-2016-070) dated June 8, 2016 requesting Bids from qualified firms to provide the City with (insert product/Service description) hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".
- B. The Company submitted a Bid in response to ITB #269-2016-070 on (insert date). This Bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on _____, 20__ to Company to provide (insert product/Service description) to the City all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

A G R E E M E N T

- 1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:
 - Exhibit A: Pricing Sheet (Bid Response Form 5 as submitted by the Company)
 - Exhibit B: Specifications (Section 3 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company in its Bid)
 - Exhibit C: Bid Response Forms (the Bid Response Forms contained in Section 4 of the ITB and submitted by the Company, except for Form 5, the Pricing Sheet)
 - Exhibit D: Additional Materials (Any additional materials submitted by the Company to describe the Products or Services)

Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. The materials in Exhibit D shall be deemed incorporated into this Contract only to the extent they do not conflict with the main body of this Contract or any of the other Exhibits. Any conflict between Exhibit D and any other Exhibit shall be resolved in favor of the other Exhibit. Any limitations of liability, limitations of warranty, exclusion of damages or similar terms contained in Exhibit D shall be deemed in conflict and shall be excluded. Each

reference to (insert Company name) in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):
 - 2.1 **EFFECTIVE DATE.** The term “Effective Date” refers to the effective date identified in the first paragraph of this Contract.
 - 2.2 **PRODUCTS.** The term “Products” shall mean Automotive Parts and Related Products and Services and all other related items the Company agreed to provide to the City in its Bid.
 - 2.3 **SERVICES.** The term “Services” shall include all Services that the Company agreed to provide to the City in its Bid.
3. **TERM.** The initial term of this Contract will be for five years from the Effective Date with an option to renew for two (2) additional one-year terms. This Contract may be extended only by a written amendment to the Contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City’s facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Bid statutes, and provided the City is authorized by law to make such purchases without a formal Bid process.
6. **DOCUMENTATION:** The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the Specifications at the unit prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit C. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**
 - 8.1 The price(s) stated in this Contract shall not increase for the first year term of the Contract. The prices shall also not increase during the two (2) additional one-year terms one-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
 - 8.1.1 Price increases shall only be allowed when justified in the City’s sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall

be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to Bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.
9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:
- Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov. Company shall not mail invoices that have been sent via e-mail.
- Option 2 – Mail one copy of each invoice to:
- City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
 - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;
 - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
14. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
 - 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

-
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
15. **COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
16. **DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
17. **QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.
18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 5 of this ITB.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
- 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton

identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may

-
- terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.
- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the

-
- systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition Services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition Services plan to facilitate the termination of the Services; and
 - 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition Service plan activities;
 - 29.8.4 Answering questions regarding the Products and Services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable Services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple Contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent Contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its

obligations under this Contract, or from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent Contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance Company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and Contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring Company. All insurance certificates must include the City of Charlotte's Contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City Contract or Contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City Contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City Contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City Contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply Contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in Contract termination, disqualification of the Company from participating in City Contracts and other sanctions.

The Company further agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the City.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY’S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City’s premises, obey all instructions and directions issued by the City’s project manager with respect to work on the City’s premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city’s premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte Service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company’s standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
- a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel do not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **RESERVED.**
39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone:
	Fax:
	E-mail:

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime Contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **MISCELLANEOUS**

40.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

40.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

40.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

40.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 41.8 constitutes an assignment.

40.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall

-
- be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 40.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 40.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 40.8 CHANGE IN CONTROL. In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by Contract or otherwise.
- 40.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 40.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 40.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 40.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- | | |
|-------------|---|
| Section 3 | “Term” |
| Section 4.3 | “Employment Taxes and Employee Benefits” |
| Section 13 | “General Warranties” |
| Section 14 | “Additional Representations and Warranties” |
| Section 22 | “Guarantee” |
| Section 27 | “Other Remedies” |
| Section 28 | “Termination” |
| Section 33 | “Insurance” |
| Section 34 | “Indemnification” Principal Contacts” |
| Section 41 | “Miscellaneous” |

Section 42 “Confidentiality”

- 40.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 40.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 40.15 IRAN DIVESTMENT ACT. Company warrants and certifies that as of the Effective Date, Company is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. The person signing this Contract certifies that he or she is authorized by Company to make the foregoing certification. Company further agrees that it will not utilize on this Contract any subcontractor that is identified on the Final Divestment List.

42. **CONFIDENTIALITY.**

- 41.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, Contractors or licensors which falls within any of the following general categories:
- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, Contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new Products or Services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 42.1.2 Information of the City or its suppliers, Contractors or licensors marked “Confidential” or “Proprietary.”
 - 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
 - 42.1.4 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
 - 42.1.5 Citizen or employee social security numbers collected by the City.
 - 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 - 42.1.7 Local tax records of the City that contains information about a taxpayer’s income or receipts.
 - 42.1.8 Any attorney / client privileged information disclosed by either party.

-
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
 - 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
 - 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
 - 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility Services
 - 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

41.2 RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City’s prior written consent.
- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a

ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

41.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 42.3.1 Was already known to Company prior to being disclosed by the City;
- 42.3.2 Was or becomes publicly known through no wrongful act of Company;
- 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
- 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

43 **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a “Force Majeure Event.” Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as

long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

[Signature Page Follows]

**EXHIBIT A
PRICING SHEET
FORM 5 OF ITB #269-2016-070**

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

**EXHIBIT B
SPECIFICATIONS
SECTION 5 OF ITB 269-2016-070 AND ALL ADDENDA**

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

**EXHIBIT C
BID RESPONSE FORMS
ITB 269-2016-070**

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

**EXHIBIT D
ADDITIONAL MATERIALS**

INTENTIONALLY LEFT BLANK AND WILL BE COMPLETED IN FINAL CONTRACT

U.S. COMMUNITIES ADDITIONAL PROVISIONS

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.

Section Nine
U.S. Communities Additional Provisions

5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI	Hilo
	Holualoa
Account Type: HI Counties, Cities, Colleges	Honaunau
	Honokaa
Hawaii County	Honolulu
Honolulu County	Honomu
Kauai County	Hoolehua
Maui County	Kaaawa
Kalawao County	Kahuku
Aiea	Kahului
Anahola	Kailua
Barbers Point N A S	Kailua Kona
Camp H M Smith	Kalaheo
Captain Cook	Kalaupapa
Eleele	Kamuela
Ewa Beach	Kaneohe
Fort Shafter	Kapaa
Haiku	Kapaau
Hakalau	Kapolei
Haleiwa	Kaumakani
Hana	Kaunakakai
Hanalei	Kawela Bay
Hanamaulu	Keaau
Hanapepe	Kealakekua
Hauula	Kealia
Hawaii National Park	Keauhou
Hawaiian Ocean View	Kekaha
Hawi	Kihei
Hickam AFB	Kilauea

Section Nine
U.S. Communities Additional Provisions

Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea

Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

Section Nine
U.S. Communities Additional Provisions

AgencyName	
Malama Honua Public Charter School	HAWAII FAMILY LAW CLINIC DBA ALA
ST JOHN THE BAPTIST	KUOLA
Waimanalo Elementary and Intermediate School	BUILDING INDUSTRY ASSOCIATION OF HAWAII
Kailua High School	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
PACIFIC BUDDHIST ACADEMY	
HAWAII TECHNOLOGY ACADEMY	LANAKILA REHABILITATION CENTER INC.
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	POLYNESIAN CULTURAL CENTER
MARYKNOLL SCHOOL	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
ISLAND SCHOOL	BISHOP MUSEUM
STATE OF HAWAII, DEPT. OF EDUCATION	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
KE KULA O S. M. KAMAKAU	ASSOSIATION OF OWNERS OF KUKUI PLAZA
KAMEHAMEHA SCHOOLS	
HANAHAU`OLI SCHOOL	MAUI ECONOMIC DEVELOPMENT BOARD
KIHEI CHARTER SCHOOL	
EMMANUAL LUTHERAN SCHOOL	NETWORK ENTERPRISES, INC.
School Lunch Program	HONOLULU HABITAT FOR HUMANITY
Our Savior Lutheran School	ALOHACARE
BOARD OF WATER SUPPLY	ORI ANUENUE HALE, INC.
MAUI COUNTY COUNCIL	IUPAT, DISTRICT COUNCIL 50
Kauai County Council	GOODWILL INDUSTRIES OF HAWAII, INC.
Honolulu Fire Department	
COUNTY OF MAUI	HAROLD K.L. CASTLE FOUNDATION
Lanai Community Health Center	MAUI ECONOMIC OPPORTUNITY, INC.
Maui High Band Booster Club	EAH, INC.
Kumulani Chapel	PARTNERS IN DEVELOPMENT FOUNDATION
Naalehu Assembly of God	HABITAT FOR HUMANITY MAUI
outrigger canoe club	W. M. KECK OBSERVATORY
One Kalakaua	HAWAII EMPLOYERS COUNCIL
	HAWAII STATE FCU
Native Hawaiian Hospitality Association	MAUI COUNTY FCU
St. Theresa School	PUNAHOU SCHOOL
Hawaii Peace and Justice	YMCA OF HONOLULU
Kauai Youth Basketball Association	EASTER SEALS HAWAII
NA HALE O MAUI	AMERICAN LUNG ASSOCIATION
LEEWARD HABITAT FOR HUMANITY	Pohaha I Ka Lani
WAIANA E COMMUNITY OUTREACH	Hawaii Area Committee
NA LEI ALOHA FOUNDATION	Tri-Isle RC&D

Lanai Federal Credit Union	CHAMINADE UNIVERSITY OF HONOLULU
Aloha United Way	Ricoh
READ TO ME INTERNATIONAL FOUNDATION	Hawaii Information Consortium
MAUI FAMILY YMCA	Leeward Community Church
WAILUKU FEDERAL CREDIT UNION	E Malama In Keiki O Lanai
ST. THERESA CHURCH	Keawala'i Congregational Church
HALE MAHAOLU	Lanai Community Hospital
West Maui Community Federal Credit Union	Angels at Play Preschool & Kindergarten
Hawaii Island Humane Society	Queen Emma Gardens AOA
Western Pacific Fisheries Council	Honolulu Community College
Kama'aina Care Inc	COLLEGE OF THE MARSHALL ISLANDS
International Archaeological Research Institute, Inc.	DOT Airports Division Hilo International Airport
Community Empowerment Resources	Judiciary - State of Hawaii
Tutu and Me Traveling Preschool	ADMIN. SERVICES OFFICE
First United Methodist Church	SOH- JUDICIARY CONTRACTS AND PURCH
AOAO Royal Capitol Plaza	STATE DEPARTMENT OF DEFENSE
Kumpang Lanai	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
Child and Family Service	HAWAII HEALTH SYSTEMS CORPORATION
MARINE SURF WAIKIKI, INC.	HAWAII AGRICULTURE RESEARCH CENTER
Hawaii Health Connector	STATE OF HAWAII
Hawaii Carpenters Market Recovery Program Fund	Third Judicial Circuit - State of Hawaii
Puu Heleakala Community Association	Office of the Governor
Saint Louis School	CITY AND COUNTY OF HONOLULU
Kailua Racquet Club, Ltd.	Lanai Youth Center
Homewise Inc.	US Navy
Hawaii Baptist Academy	Defense Information System Agency
Kroc Center Hawaii	84th Engineer Battalion
Kupu	Department of Veterans Affairs
University of the Nations	Central School District 13J (Polk County, Oregon)
ARGOSY UNIVERSITY	Milton-Freewater Unified School District No 7
HAWAII PACIFIC UNIVERSITY	Ontario School District 8C
UNIVERSITY OF HAWAII AT MANOA	Warrenton Hammond School
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	Columbia Academy
BRIGHAM YOUNG UNIVERSITY - HAWAII	
University Clinical Research and Association	

VALLEY CATHOLIC SCHL	NYSSA SCHOOL DISTRICT NO. 26
CROOK COUNTY SCHOOL DISTRICT	ARLINGTON SCHOOL DISTRICT NO. 3
CORBETT SCHL DIST #39	LIVINGSTONE ADVENTIST ACADEMY
Trinity Lutheran Church and School	Santiam Canyon SD 129J
Bethel School District #52	WEST HILLS COMMUNITY CHURCH
Ppmc Education Committee	BANKS SCHOOL DISTRICT
Stayton Christian School	WILLAMETTE EDUCATION SERVICE DISTRICT
South Columbia Family School	
Sunrise Preschool	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
St. Therese Parish/School	HARNEY EDUCATION SERVICE DISTRICT
Portland YouthBuilders	GREATER ALBANY PUBLIC SCHOOL DISTRICT
Wallowa County ESD	
Fern Ridge School District 28J	LAKE OSWEGO SCHOOL DISTRICT 7J
Knova Learning	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
New Horizon Christian School	SILVER FALLS SCHOOL DISTRICT
MOLALLA RIVER ACADEMY	St Helens School District
HIGH DESERT EDUCATION SERVICE DISTRICT	DAYTON SCHOOL DISTRICT NO.8
SOUTHWEST CHARTER SCHOOL	Amity School District 4-J
WHITEAKER MONTESSORI SCHOOL	SCAPPOOSE SCHOOL DISTRICT 1J
CASCADES ACADEMY OF CENTRAL OREGON	REEDSPORT SCHOOL DISTRICT
NEAH-KAH-NIE DISTRICT NO.56	FOREST GROVE SCHOOL DISTRICT
INTER MOUNTAIN ESD	DAVID DOUGLAS SCHOOL DISTRICT
STANFIELD SCHOOL DISTRICT	LOWELL SCHOOL DISTRICT NO.71
LA GRANDE SCHOOL DISTRICT	TIGARD-TUALATIN SCHOOL DISTRICT
CASCADE SCHOOL DISTRICT	SHERWOOD SCHOOL DISTRICT 88J
DUFUR SCHOOL DISTRICT NO.29	RAINIER SCHOOL DISTRICT
hillsboro school district	NORTH CLACKAMAS SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J	MONROE SCHOOL DISTRICT NO.1J
BEAVERTON SCHOOL DISTRICT	CHILDPEACE MONTESSORI
COUNTY OF YAMHILL SCHOOL DISTRICT 29	HEAD START OF LANE COUNTY
WILLAMINA SCHOOL DISTRICT	HARNEY COUNTY SCHOOL DIST. NO.3
MCMINNVILLE SCHOOL DISTRICT NO.40	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
Sheridan School District 48J	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
THE CATLIN GABEL SCHOOL	LEBANON COMMUNITY SCHOOLS NO.9
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	MT.SCOTT LEARNING CENTERS
CENTRAL CATHOLIC HIGH SCHOOL	SEVEN PEAKS SCHOOL
CANYONVILLE CHRISTIAN ACADEMY	DE LA SALLE N CATHOLIC HS
OUR LADY OF THE LAKE SCHOOL	MULTISENSORY LEARNING ACADEMY

MITCH CHARTER SCHOOL	PHOENIX-TALENT SCHOOL DISTRICT
REALMS CHARTER SCHOOL	NO.4
BAKER SCHOOL DISTRICT 5-J	
PHILOMATH SCHOOL DISTRICT	CENTRAL POINT SCHOOL DISTRICT NO. 6
CLACKAMAS EDUCATION SERVICE	JACKSON CO SCHOOL DIST NO.9
DISTRICT	ROGUE RIVER SCHOOL DISTRICT NO.35
CANBY SCHOOL DISTRICT	MEDFORD SCHOOL DISTRICT 549C
OREGON TRAIL SCHOOL DISTRICT NO.46	CULVER SCHOOL DISTRICT NO.
WEST LINN WILSONVILLE SCHOOL	JEFFERSON COUNTY SCHOOL DISTRICT
DISTRICT	509-J
MOLALLA RIVER SCHOOL DISTRICT	GRANTS PASS SCHOOL DISTRICT 7
NO.35	LOST RIVER JR/SR HIGH SCHOOL
ESTACADA SCHOOL DISTRICT NO.108	KLAMATH FALLS CITY SCHOOLS
GLADSTONE SCHOOL DISTRICT	LANE COUNTY SCHOOL DISTRICT 4J
ASTORIA SCHOOL DISTRICT 1C	SPRINGFIELD SCHOOL DISTRICT NO.19
SEASIDE SCHOOL DISTRICT 10	CRESWELL SCHOOL DISTRICT
NORTHWEST REGIONAL EDUCATION	SOUTH LANE SCHOOL DISTRICT 45J3
SERVICE DISTRICT	LANE COUNTY SCHOOL DISTRICT 69
VERNONIA SCHOOL DISTRICT 47J	SIUSLAW SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE	SWEET HOME SCHOOL DISTRICT NO.55
DISTRICT	LINN CO. SCHOOL DIST. 95C - SCIO SD
COOS BAY SCHOOL DISTRICT NO.9	ONTARIO MIDDLE SCHOOL
COOS BAY SCHOOL DISTRICT	GERVAIS SCHOOL DIST. #1
NORTH BEND SCHOOL DISTRICT 13	NORTH SANTIAM SCHOOL DISTRICT 29J
COQUILLE SCHOOL DISTRICT 8	JEFFERSON SCHOOL DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41	SALEM-KEIZER PUBLIC SCHOOLS
BANDON SCHOOL DISTRICT	MT. ANGEL SCHOOL DISTRICT NO.91
BROOKING HARBOR SCHOOL DISTRICT	MARION COUNTY SCHOOL DISTRICT 103
NO.17-C	- WASHINGTON ES
REDMOND SCHOOL DISTRICT	MORROW COUNTY SCHOOL DISTRICT
DESCHUTES COUNTY SD NO.6 - SISTERS	MULTNOMAH EDUCATION SERVICE
SD	DISTRICT
DOUGLAS EDUCATION SERVICE	GRESHAM-BARLOW SCHOOL DISTRICT
DISTRICT	DALLAS SCHOOL DISTRICT NO. 2
ROSEBURG PUBLIC SCHOOLS	CENTRAL SCHOOL DISTRICT 13J
GLIDE SCHOOL DISTRICT NO.12	St. Mary Catholic School
SOUTH UMPQUA SCHOOL DISTRICT #19	CROSSROADS CHRISTIAN SCHOOL
YONCALLA SCHOOL DISTRICT NO.32	ST. ANTHONY SCHOOL
ELKTON SCHOOL DISTRICT NO.34	Pedee School
DOUGLAS COUNTY SCHOOL DISTRICT	HERITAGE CHRISTIAN SCHOOL
116	BEND-LA PINE SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT	GLENDALE SCHOOL DISTRICT

LINCOLN COUNTY SCHOOL DISTRICT	Molalla River School District
PORTLAND PUBLIC SCHOOLS	Corvallis School District 509J
REYNOLDS SCHOOL DISTRICT	Falls City School District #57
CENTENNIAL SCHOOL DISTRICT	Portland Christian Schools
NOBEL LEARNING COMMUNITIES	LUCKIAMUTE VALLEY CHARTER SCHOOLS
St. Stephen's Academy	Deer Creek Elementary School
McMinnville Adventist Christian School	Yamhill Carlton School District
Salem-Keizer 24J	HARRISBURG SCHL DIST
McKay High School	CENTRAL CURRY SCHL DIST#1
Pine Eagle Charter School	BNAI BRITH CAMP
Waldo Middle School	OREGON FOOD BANK
OAKLAND SCHOOL DISTRICT 001	HOSANNA CHRISTIAN SCHL
hermiston school district	ABIQUA SCHL
Clear Creek Middle School	Salem keizar school district
Marist High School	Athena Weston School District 29RJ
Victory Academy	Butte Falls School District
Vale School District No. 84	Bend International School
St. Mary School	Imbler School District #11
Junction City High School	monument school
Three Rivers School District	PENDLETON SCHOOL DISTRICT #16R
Fern Ridge School District	Ohara Catholic School
JESUIT HIGH SCHL EXEC OFC	Reynolds High School
LASALLE HIGH SCHOOL	St. Paul School District
Southwest Christian School	Sabin-Schellenberg Technical Center
Willamette Christian School	St Paul Parish School
Westside Christian High School	Joseph School District
CS LEWIS ACADEMY	EagleRidge High School
Portland America School	Grant Community School
Forest Hills Lutheran School	Hope chinese charter
Mosier Community School	Northwest Academy
Koreducators Lep High	Sunny Wolf Charter School
Warrenton Hammond School District	MCKENZIE SCHOOL DISTRICT 068
Sutherlin School District	L'Etoiile French Immersion School
Malheur Elementary School District	LA GRANDE SCHOOL DISTRICT 001
Ontario School District	Marist Catholic High School
Parkrose School District 3	Springfield Public Schools
Riverdale School District 51J	Elgin school dist.
Tillamook School District	PLEASANT HILL SCH DIST #1
Madeleine School	Ukiah School District 80R
Union School District	Lake Oswego Montessori School
Helix School District	North Powder Charter School
Riddle School District	

Siletz Valley School	Mckenzie Personnel Services
French American School	Washington County Facilities & Park Services
Mastery Learning Institute	Multnomah County Department of Community Justice
North Lake School District 14	NORCOR Juvenile Detention
Early College High School	Tillamook County Estuary
GILLIAM COUNTY OREGON	Job Council
UMATILLA COUNTY, OREGON	BAKER CNTY GOVT
DOUGLAS ELECTRIC COOPERATIVE, INC.	TILLAMOOK CNTY
MULTNOMAH LAW LIBRARY	Multnomah County Dept of County Assets
clackamas county	Wheeler County
CLATSOP COUNTY	Resource Connections of Oregon
COLUMBIA COUNTY, OREGON	Lane County Sheriff's Office
coos county	Clatsop County Sheriff's Office
CROOK COUNTY ROAD DEPARTMENT	Harney County Community Corrections
CURRY COUNTY OREGON	Clackamas County Juvenile Dept
DESCHUTES COUNTY	Columbia Basin Care Facility
GILLIAM COUNTY	City of Seaside Police Department
GRANT COUNTY, OREGON	Tamarack Aquatic Center
HARNEY COUNTY SHERIFFS OFFICE	Seven Feathers Casino
HOOD RIVER COUNTY	Oliver P Lent PTA
jackson county	Willamette Valley Rehab Center
josephine county	St Paul Baptist Church
klamath county	Long Tom Watershed Council
LANE COUNTY	San Martin Deporres Catholic Church
LINN COUNTY	Portland Parks Foundation
MARION COUNTY , SALEM, OREGON	Sweet Home United Methodist Church
MULTNOMAH COUNTY	Cedar Hills Baptist Church
SHERMAN COUNTY	Good Samaritan Ministries
WASCO COUNTY	Unitarian Universalist Church in Eugene
YAMHILL COUNTY	Emmanuel Bible Church
WALLOWA COUNTY	La Pine Chamber of Commerce
ASSOCIATION OF OREGON COUNTIES	Klamath Siskiyou Wildlands Center
NAMI LANE COUNTY	Farmworkers Housing Development Corporation
BENTON COUNTY	World Forestry Center
DOUGLAS COUNTY	Oregon Farm Bureau
JEFFERSON COUNTY	Mt Emily Safe Center
LAKE COUNTY	Salem First Presbyterian Church
LINCOLN COUNTY	Rolling Hills Baptist Church
POLK COUNTY	
UNION COUNTY	
WASHINGTON COUNTY	
MORROW COUNTY	

Baker Elks	Dayton Christian Church
Gates Community Church of Christ	Delphian School
PIP Corps LLC	AVON
Turtle Ridge Wildlife Center	EPUD-Emerald People's Utility District
Grande Ronde Model Watershed Foundation	Human Solutions, Inc.
Western Environmental Law Center	The Wallace Medical Concern
Oregon District 7 Little League	Boys & Girls Club of Salem, Marion & Polk Counties
Mercy Flights, Inc.	The Ross Ragland Theater and Cultural Center
Metropolitan Contractor Improvement Partnership	Cascade Health Solutions
The Christian Church of Hillsboro Oregonb	Umpqua Community Health Center
Congregation Neveh Shalom	ALZHEIMERS NETWORK OF OREGON
My Fathers House	NATIONAL WILD TURKEY FEDERATION
Step Forward Activities Inc	TILLAMOOK ESTUARIES PARTNERSHIP
	LIFEWORCS NW
	Independent Development Enterprise Alliance
HHoly Trinity Greek Orthodox Cathedral MECOP Inc.	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
Workforce Northwest Inc	HALFWAY HOUSE SERVICES, INC.
Lane Arts Council	REDMOND PROFICIENCY ACADEMY
Intergral Youth Services	OHSU FOUNDATION
Children Center At Trinity	SHELTERCARE
Beaverton Christians Church	PRINGLE CREEK SUSTAINABLE LIVING CENTER
Oregon Humanities	PACIFIC INSTITUTES FOR RESEARCH
St. Pius X School	Mental Health for Children, Inc.
Community Connection of Northeast Oregon, Inc.	The Dreaming Zebra Foundation
St Mark Presbyterian Church	LAUREL HILL CENTER
Living Opportunities, Inc.	THE OREGON COMMUNITY FOUNDATION
Coos Art Museum	OCHIN
OETC	WE CARE OREGON
Blanchet House of Hospitality	SE WORKS
Garten Services Inc	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
Merchants Exchange of Portland, Oregon	OMNIMEDIX INSTITUTE
Coalition for a Livable Future	PORTLAND BUSINESS ALLIANCE
West Salem United Methodist	GATEWAY TO COLLEGE NATIONAL NETWORK
Central Oregon Visitors Association	FOUNDATIONS FOR A BETTER OREGON
Soroptimist International of Gold Beach, OR	
Real Life Christian Church	

GOAL ONE COALITION	SAINT JAMES CATHOLIC CHURCH
ATHENA LIBRARY FRIENDS ASSOCIATION	SOUTHERN OREGON HUMANE SOCIETY
Coastal Family Health Center	VOLUNTEERS OF AMERICA OREGON
CENTER FOR COMMUNITY CHANGE	CENTRAL DOUGLAS COUNTY FAMILY YMCA
STAND FOR CHILDREN	METROPOLITAN FAMILY SERVICE
ST. VINCENT DEPAUL OF LANE COUNTY	OREGON MUSUEM OF SCIENCE AND INDUSTRY
EAST SIDE FOURSQUARE CHURCH	FIRST UNITARIAN CHURCH
CORVALLIS MOUNTAIN RESCUE UNIT	ST. ANTHONY CHURCH
InventSuccess	Good Shepherd Medical Center
SHERIDAN JAPANESE SCHOOL FOUNDATION	Salem Academy
The Blosser Center for Dyslexia Resources	GEN CONF OF SDA CHURCH WESTERN OR
MOSAIC CHURCH	PORTLAND ADVENTIST ACADEMY
HOUSING AUTHORITY OF LINCOLN COUNTY	ST VINCENT DE PAUL
RENEWABLE NORTHWEST PROJECT	OUTSIDE IN
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	UNITED CEREBRAL PALSY OF OR AND SW WA
CONSERVATION BIOLOGY INSTITUTE	WILLAMETTE VIEW INC.
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	PORTLAND HABILITATION CENTER, INC.
BLACHLY LANE ELECTRIC COOPERATIVE	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
MORNING STAR MISSIONARY BAPTIST CHURCH	ROSE VILLA, INC.
NORTHWEST FOOD PROCESSORS ASSOCIATION	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
OREGON EDUCATION ASSOCIATION	ROGUE FEDERAL CREDIT UNION
HEARING AND SPEECH INSTITUTE INC	Oregon Research Institute
SALEM ELECTRIC	WILLAMETTE LUTHERAN HOMES, INC
MORRISON CHILD AND FAMILY SERVICES	LANE MEMORIAL BLOOD BANK
JUNIOR ACHIEVEMENT	PORTLAND JEWISH ACADEMY
CENTRAL BIBLE CHURCH	LANECO FEDERAL CREDIT UNION
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	GRANT PARK CHURCH
TRILLIUM FAMILY SERVICES, INC.	ST. MARYS OF MEDFORD, INC.
YWCA SALEM	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
PORTLAND ART MUSEUM	FAITHFUL SAVIOR MINISTRIES
	OREGON CITY CHURCH OF THE NAZARENE

OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST COMMUNITY ACTION TEAM, INC. EUGENE SYMPHONY ASSOCIATION, INC. STAR OF HOPE ACTIVITY CENTER INC. SPARC ENTERPRISES SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC. SALEM ALLIANCE CHURCH Lane Council of Governments FORD FAMILY FOUNDATION TRAILS CLUB NEWBERG FRIENDS CHURCH WOODBURN AREA CHAMBER OF COMMERCE CONTEMPORARY CRAFTS MUSEUM AND GALLERY CITY BIBLE CHURCH OREGON LIONS SIGHT & HEARING FOUNDATION PORTLAND WOMENS CRISIS LINE THE SALVATION ARMY - CASCADE DIVISION WILLAMETTE FAMILY WHITE BIRD CLINIC GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES PLANNED PARENTHOOD OF SOUTHWESTERN OREGON HOUSING NORTHWEST OREGON ENVIRONMENTAL COUNCIL MEALS ON WHEELS PEOPLE, INC. FAITH CENTER Bob Belloni Ranch, Inc. GOOD SHEPHERD COMMUNITIES SACRED HEART CATHOLIC DAUGHTERS HELP NOW! ADVOCACY CENTER TENAS ILLAHEE CHILDCARE CENTER SUNRISE ENTERPRISES LOOKING GLASS YOUTH AND FAMILY SERVICES SERENITY LANE	EAST HILL CHURCH LA GRANDE UNITED METHODIST CHURCH COAST REHABILITATION SERVICES Edwards Center Inc ALVORD-TAYLOR INDEPENDENT LIVING SERVICES NEW HOPE COMMUNITY CHURCH KLAMATH HOUSING AUTHORITY QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC. SPONSORS, INC. COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC METRO HOME SAFETY REPAIR PROGRAM OREGON SUPPORTED LIVING PROGRAM SOUTH COAST HOSPICE, INC. ALLFOURONE/CRESTVIEW CONFERENCE CTR. The International School REBUILDING TOGETHER - PORTLAND INC. PENDLETON ACADEMIES PACIFIC FISHERY MANAGEMENT COUNCIL DOGS FOR THE DEAF, INC. PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC. EMMAUS CHRISTIAN SCHOOL DELIGHT VALLEY CHURCH OF CHRIST SAINT CATHERINE OF SIENA CHURCH PORT CITY DEVELOPMENT CENTER VIRGINIA GARCIA MEMORIAL HEALTH CENTER CENTRAL CITY CONCERN CANBY FOURSQUARE CHURCH EMERALD PUD VERMONT HILLS FAMILY LIFE CENTER BENTON HOSPICE SERVICE
--	--

INTERNATIONAL SOCIETY FOR
TECHNOLOGY IN EDUCATION
COMMUNITY CANCER CENTER
OPEN MEADOW ALTERNATIVE
SCHOOLS, INC.
CASCADIA BEHAVIORAL HEALTHCARE
WILD SALMON CENTER
BROAD BASE PROGRAMS INC.
SUNNYSIDE FOURSQUARE CHURCH
TRAINING EMPLOYMENT CONSORTIUM
RELEVANT LIFE CHURCH
211INFO
SONRISE CHURCH
LIVING WAY FELLOWSHIP
Women's Safety & Resource Center
SEXUAL ASSAULT RESOURCE CENTER
IRCO
NORTHWEST YOUTH CORPS
TILLAMOOK CNTY WOMENS CRISIS
CENTER
SECURITY FIRST CHILD DEVELOPMENT
CENTER
CLASSROOM LAW PROJECT
YOUTH GUIDANCE ASSOC.
PREGNANCY RESOUCCE CENTERS OF
GRETER PORTLAND
ELMIRA CHURCH OF CHRIST
JASPER MOUNTAIN
ACUMENTRA HEALTH
WORKSYSTEMS INC
COVENANT CHRISTIAN HOOD RIVER
OREGON DONOR PROGRAM
NAMI OREGON
OLIVET BAPTIST CHURCH
SILVERTON AREA COMMUNITY AID
CONFEDERATED TRIBES OF GRAND
RONDE
NEIGHBORIMPACT
CATHOLIC COMMUNITY SERVICES
NEW AVENUES FOR YOUTH INC
LA CLINICA DEL CARINO FAMILY HEALTH
CARE CENTER

DECISION SCIENCE RESEARCH
INSTITUTE, INC.
WESTERN STATES CENTER
HIV ALLIANCE, INC
PARTNERSHIPS IN COMMUNITY LIVING,
INC.

FANCONI ANEMIA RESEARCH FUND INC.
BLIND ENTERPRISES OF OREGON
OREGON BALLET THEATRE
SMART
All God's Children International
FARMWORKER HOUISNG DEV CORP
UMPQUA COMMUNITY DEVELOPMENT
CORPORATION
REGIONAL ARTS AND CULTURE
COUNCIL
THE EARLY EDUCATION PROGRAM, INC.
MACDONALD CENTER
EVERGREEN AVIATION MUSEUM AND
CAP. MICHAEL KING.
SELF ENHANCEMENT INC.
FRIENDS OF THE CHILDREN
SOUTH LANE FAMILY NURSERY DBA
FAMILY RELIEF NURSE
COMMUNITY VETERINARY CENTER
PORTLAND SCHOOLS FOUNDATION
SUSTAINABLE NORTHWEST
OREGON DEATH WITH DIGNITY
BIRCH COMMUNITY SERVICES, INC.
BAY AREA FIRST STEP, INC.
OSLC COMMUNITY PROGRAMS
EN AVANT, INC.
ASHLAND COMMUNITY HOSPITAL
NORTHWEST ENERGY EFFICIENCY
ALLIANCE
BONNEVILLE ENVIRONMENTAL
FOUNDATION
SUMMIT VIEW COVENANT CHURCH
SALMON-SAFE INC.
BETHEL CHURCH OF GOD

<p>PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL</p> <p>SAINT ANDREW NATIVITY SCHOOL</p> <p>BARLOW YOUTH FOOTBALL</p> <p>SPOTLIGHT THEATRE OF PLEASANT HILL</p> <p>FAMILIES FIRST OF GRANT COUNTY, INC.</p> <p>TOUCHSTONE PARENT ORGANIZATION</p> <p>CANCER CARE RESOURCES</p> <p>CASCADIA REGION GREEN BUILDING COUNCIL</p> <p>SHERMAN DEVELOPMENT LEAGUE, INC.</p> <p>SCIENCEWORKS</p> <p>WORD OF LIFE COMMUNITY CHURCH</p> <p>SOCIAL VENTURE PARTNERS PORTLAND</p> <p>OREGON PROGRESS FORUM</p> <p>CENTER FOR RESEARCH TO PRACTICE</p> <p>WESTERN RIVERS CONSERVANCY</p> <p>UNITED WAY OF THE COLUMBIA WILLAMETTE</p> <p>EUGENE BALLET COMPANY</p> <p>EAST WEST MINISTRIES INTERNATIONAL</p> <p>SISKIYOU INITIATIVE</p> <p>EDUCATIONAL POLICY IMPROVEMENT CENTER</p> <p>North Pacific District of Foursquare Churches</p> <p>CATHOLIC CHARITIES</p> <p>FIRST CHURCH OF THE NAZARENE</p> <p>WESTSIDE BAPTIST CHURCH</p> <p>Housing Development Center</p> <p>Hoodview Christian Church</p> <p>Little Promises Children's Program</p> <p>UNION GOSPEL MISSION</p> <p>GRACE BAPTIST CHURCH</p> <p>COMMUNITY ACTION ORGANIZATION</p> <p>OUTSIDE IN</p> <p>MAKING MEMORIES BREAST CANCER FOUNDATION, INC.</p> <p>ELAW</p> <p>COMMUNITY HEALTH CENTER, INC</p>	<p>Greater Portland INC</p> <p>Eugene Builders Exchange</p> <p>Boys & Girls Club of Corvallis</p> <p>Southeast Uplift Neighborhood Coalition</p> <p>First United Presbyterian Church</p> <p>PDX Wildlife</p> <p>Friends of the Opera House</p> <p>Jackson-Josephine 4-C Council</p> <p>North Coast Family Fellowship</p> <p>P E C I</p> <p>Childsworld Learning Center</p> <p>Portland Schools Alliance</p> <p>New Artists Performing Arts Productions, Inc.</p> <p>Relief Nursery</p> <p>St. Mary's Episcopal Church</p> <p>Viking Sal Senior Center</p> <p>Boys and Girls Club of the rogue valley</p> <p>Lincoln City Chamber of Commerce</p> <p>DrupalCon Inc., DBA Drupal Association</p> <p>Albany Partnership for Housing and Community Development</p> <p>SEED OF FAITH MINISTRIES</p> <p>Hermiston Christian Center & School</p> <p>SALEM FREE CLINICS</p> <p>Dress for Success Oregon</p> <p>Beaverton Rock Creek Foursquare Church</p> <p>St Paul Catholic Church</p> <p>St Mary's Catholic School and Parish</p> <p>Polk Soil and Water Conservation District</p> <p>Street Ministry</p> <p>La Grande Church of the Nazarene</p> <p>Spruce Villa, Inc.</p> <p>OREGON SCHOOL BOARDS ASSOCIATION</p> <p>House of Prayer for All Nations</p> <p>Sacred Heart Catholic Church</p> <p>African American Health Coaliton, Inc.</p> <p>Happy Canyon Company</p>
--	---

Village Home Education Resource Center	YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES
Monet's Children's Circle	Multnomah Law Library
Cascade Housing Association	Friends Of Tryon Creek State P
Dayspring Fellowship	Ontrack Inc.
Northwest Habitat Institute	Calvin Presbyterian Church
Winding Waters Medical Clinic	HOLT INTL CHILD
First Baptist Church	St John The Baptist Catholic
The Nature Conservancy, Willamette Valley Field Office	Portland Foursquare Church
Serenity Lane Health Services	Portland Christian Center
Portland Community Reinvestment Initiatives, Inc.	Church Extension Plan
GeerCrest Farm & Historical Society	Occu Afghanistan Relief Effort
College United Methodist Church	EUGENE FAMILY YMCA
The Collins Foundation	Christ The King Parish and School
Prince of Peace Lutheran Church & School	Newberg Christian Church
NEDCO	First United Methodist Church
Salem Evangelical Church	Zion Lutheran Church
Wild Lilac Child Development Community	Southwest Bible Church
Daystar Education, Inc.	Community Works Inc
Oregon Social Learning Center	Masonic Lodge Pearl 66
Pain Society of Oregon	Molalla Nazarene Church
environmental law alliance worldwide	Transition Projects, Inc
Community in Action	St Michaels Episcopal Church
Safe Harbors	Saint Johns Catholich Church
FIRST CHRISTIAN CHURCH	Access Inc
Pacific Classical Ballet	Community Learning Center
Depaul Industries	Old Mill Center for Children and Families
African American Health Coalition	Sunny Oaks Inc
Jesus Prayer Book	Hospice Center Bend La Pine
Coalition Of Community Health	Westside Foursquare Church
River Network	Relief Nursery Inc
CCI Enterprises Inc	Morning Star Community Church
Oregon Nurses Association	MULTNOMAH DEFENDERS INC
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	Providence Health System
Mount Angel Abbey	Holy Trinity Catholic Church
YMCA OF ASHLAND	Holy Redeemer Catholic Church
	Alliance Bible Church
	CARE OREGON
	Mid Columbia Childrens Council
	HUMANE SOCIETY OF REDMOND
	Our Redeemer Lutheran Church

Kbps Public Radio	World of Speed
Skyball Salem Keizer Youth Bas	SW Community Health Center
Open Technology Center	Energy Trust of Oregon
Grace Chapel	St. Vincent de Paul Church
CHILDREN'S MUSEUM 2ND	Fr. Bernard Youth Center
Solid Rock	Oregon Psychoanalytic Center
West Chehalem Friends Church	Store to Door
Guide Dogs For The Blind	Depaul Industries
Aldersgate Camps and Retreats	OUR LADY OF PERPETUAL HELP
St. Katherine's Catholic Church	CATHOLIC CHURCH ALBANY OREGON
The Alliance NW of the Christian & Missionary Alliance	SELCO Community Credit Union
Bags of Love	North Coast Christian Church
Grand View Baptist Church	Union County Economic Development Corp.
Green Electronics Council	Camelto Theatre Company
Scottish Rite	Camp Fire Columbia
Western Wood Products Association	TAKE III OUTREACH
THE NEXT DOOR	Rolling Hills Community Church
NATIONAL PSORIASIS FOUNDATION	Eugene Swim and Tennis Club
NEW BEGINNINGS CHRISTIAN CENTER	Summa Institute
HIGHLAND UNITED CHURCH OF CHRIST	Amani Center
OREGON REPERTORY SINGERS	Billy Webb Elks lodge #1050
HIGHLAND HAVEN	Silverton Senior Center
FAIR SHARE RESEARCH AND EDUCATION FUND	Sandy Seventh-day Adventist Church
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	Muddy Creek Charter School
First Baptist Church of Enterprise	A FAMILY FOR EVERY CHILD
The Canby Center	1000 FRIENDS OF OREGON
Instituto de Cultura y Arte In Xochitl In Cuicatl	OREGON PEDIATRIC SOCIETY
OSLC COMMUNITY PROGRAMS OCP	NONPROFIT ASSOCIATION OF OREGON
Oregon Nikkei Endowment	LUKE DORF INC
Eastern Oregon Alcoholism Foundation	FAMILY CARE INC
Grantmakers for Education	MEDICAL TEAMS INTL
The Spiral Gallery	Clean Slate Canine Rescue & Rehabilitation
The ALS Association Oregon and SW Washington Chapter	St. Martins Episcopal church
Children's Relief Nursery	Food for Lane County
Home Builders	Clatsop Behavioral Healthcare
New Life Baptist Church	columbia gorge discovery center and museum
Florence United Methodist Church	NAMI of Washington County
	The Dalles Art Association
	Temple Beth Israel

Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	Vietnamese Christian Community Church
Rose Haven	Friends for Animals
Dallas Church	Family Building Blocks
OREGON STATE UNIVERSITY BOOKSTORE INC	Goodwill Industries of Lane and South Coast
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	Friends of Driftwood Library
FAIRFIELD BAPTIST CHURCH	Consumers Power Inc.
Sexual Assault Support Services	A. C. Gilbert's Discovery Village
Neskowin Valley School	First Lutheran Church of Astoria
RON WILSON CENTER FOR EFFECTIVE LIVING INC	Fund For Christian Charity
St. Joseph Shelter	Deer Meadow Assisted Living
The Inn Home for Boys, Inc.9138	Oregon Laborers-Employer Administrative Fund, LLC
MCKENZIEWATERSHED COUNCIL	Umpqua Basin Water Association
MENNONITE HOME OF ALBANY INC	Alpha Lambda House Corporation
Oregon Technical Assistance Corporation	Eugene Creative Care
Oregon And Southern Idaho Laborers Employers Training School	The Church of Christ of Latter Day Saints
New Life Fellowship Church of God	Cascade Height Public Charter School
Gladstone Senior Center	PTA
Education Travel & Culture, Inc.	G.O.B.H.I
Rural Development Initiatives	Association of Oregon Corrections Employees, Inc.
Jason Lee Manor/UMRC	A Jesus Church Family
Jesus Pursuit Church	300 Main Inc
YMCA of Marion and Polk Counties	Southwestern Oregon Public Defender Services, Inc.
PacificSource Health	Albertina Kerr Centers
Faith Christian Fellowship	Dufur Christian Church
Brookings Elks Lodge	St. Matthew Catholic School
Tualatin Lacrosse Club	Serendipity Center Inc
	CASA of Marion County
Tillamook Seventh Day Adventist Church	Westside Church of Christ Inc
Oregon Jewish Community Foundation	Northwest Family Services
East River Fellowship	Network Charter School
Holy Family Academy	Ride Connecton
FIRST BAPTIST CHURCH OF EUGENE	Parenting Now!
Peace Lutheran Church	Christian Church of Woodburn
Living Word Christian Center	Verde
Housing Authority of Douglas County	Native American Youth and Family Center Early College Academy

USO Northwest	Trillium Sprigs
Norkenzie Christian Church	Western Arts Alliance
Little Flower Development Center	Youth Dynamics
TLO Farms	Ashland Art Center
Evergreen Wings and Waves	Apostolic Church of Jesus Christ
Ascension Episcopal Parish	DOUGLAS FOREST PROTECTIVE
Center for Family Development	Oregon Lyme Disease Network
West Salem Foursquare Church	Ecotrust
Good Samaritan Ministry	SPECIAL MOBILITY SERVICES
Grace Lutheran Church of Molalla	Bethlehem Christian Pre-School
HOPE LUTHERAN CHURCH	Historical Outreach Foundation
Mount Pisgah Arboretum	Teras Interventions and Counseling Inc
Lower Columbia Estuary Partnership	Brooklyn Primary PTO
Mt Hood Hospice	Mountain View Academy
Opportunity Foundation of central Oregon	Salem Area Chamber of Commerce
Constructing Hope	First Congregational Chrch
Sprinkfield Elks #2145	OREGON STATE FAIR
Abuse Recovery Ministry & Services	Ronald McDonald House Charities of Oregon & Southwest Washington
Oasis Shelter Home	Center for Human Development
Nehalem Bay House	Bridges to Change
p:ear	DePaul Treatment Centers, Inc.
Health Share of Oregon	Ministerio International Casa
St. Peter Catholic Church	New Paradise Worship Center
Mid Willamette Valley Community Action	Mission Increase Foundation
A Hope For Autism Foundation	Curry Public Transit Inc
NW Sport Fishing	THREE RIVERS CASINO
Breast Friends	Brookings Harbor Christian School
SEPTL Southeast Portland Tool Library	Bethesda Lutheran Church
National Christian Community Foundation	Legacy Mt. Hood Medical Center
Legal Aid Services of Oregon LITC	Yamhill Community Care Organization
Willamette Valley Babe Ruth	Portland Japanese Garden
Center For Continuous Improvement	The Madeleine Parish
Northwest Center for Alternatives to Pesticides	The Tucker-Maxon Oral School
The Followers of Christ Church of Oregon City	Southwest Neighborhoods, Inc
SEIU Local 49	Wallowa Valley Center For Wellness
Emerald Media Group	KIDS INTERVENTION AND DIAGNOSTIC CENTER
West Hills Christian School	Portland Yacht Club
	League of Women Voters
	Oregon & Southern Idaho District Council of Laborers'

Portland Police Sunshine Division	NORTHWEST CHRISTIAN COLLEGE
Curry Health Network	NATIONAL COLLEGE OF NATURAL MEDICINE
United Way of Lane County	BLUE MOUNTAIN COMMUNITY COLLEGE
Unithed Way	PORTLAND STATE UNIV.
Community Energy Project	CLACKAMAS COMMUNITY COLLEGE
Portland Oregon Visitors Association	MARYLHURST UNIVERSITY
Southern Oregon Project Hope	OREGON HEALTH AND SCIENCE UNIVERSITY
Our United Villages	BIRTHINGWAY COLLEGE OF MIDWIFERY
Samaritan Health Services Inc.	pacific u
Santiam Assembly of God	UNIVERSITY OF OREGON
CASCADES WEST FINANCIAL SERVICES IN	CONCORDIA UNIV
Kilchis House	Marylhurst University
Calvary Assembly of God	Corban College
Lake Grove Presbyterian Church	Oregon Center For Advanced T
Grace Lutheran School	UNIVERSITY OF PORTLAND
Western Mennonite School	Portland Actors Conservatory
OEA CHOICE TRUST	University Of Oregon Athletics Department
American Tinnitus Association	Ecola Bible School
Oregon Coast Aquarium, Inc.	Beta Omega Alumnae
HOPE POINT CHURCH	Oregon Institute of Technology
Unitus Community Credit Union	EASTERN OREGON UNIVERSITY
St John the Baptist Greek Orthodox Church	Clackamas River Water Providers
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	eickhoff dev co inc
St Andrews Presbyterian	Cornerstone Association Inc
Oregon Rural Electric Cooperative Association	The Klamath Tribe
THE MILL CASINO	advocate care
Oregon State University	Cannon Beach Fire
Treasure Valley Community College	Life Flight Network LLC
Unviersity of Oregon	COVENANT RETIREMENT COMMUNITIES
OREGON UNIVERSITY SYSTEM	PENTAGON FEDERAL CREDIT UNION
University of Western States	SAIF CORPORATION
GEORGE FOX UNIVERSITY	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
LEWIS AND CLARK COLLEGE	LANE ELECTRIC COOPERATIVE
PACIFIC UNIVERSITY	USAGENCIES CREDIT UNION
REED COLLEGE	PACIFIC CASCADE FEDERAL CREDIT UNION
WILLAMETTE UNIVERSITY	
LINFIELD COLLEGE	
MULTNOMAH BIBLE COLLEGE	

LOCAL GOVERNMENT PERSONNEL	Oregon State Credit Union
INSTITUTE	PIONEER TELEPHONE COOPERATIVE
GRANTS PASS MANAGEMENT SERVICES, DBA	Halsey-Shedd Fire District
SPIRIT WIRELESS	Nez Perce Tribe
Kartini Clinic	Obsidian Urgent Care, P.C.
Astra	First Presbyterian Church of La Grande
Beit Hallel	CONFLUENCE ENVIRONMENTAL CENTE
Cvalco	A&I Benefit Plan Administrators, Inc.
Elderhealth and Living	K Churchill Estates
OREGON CORRECTIONS ENTERPRISES	CSC HEAD START
OREGON STATE HOSPITAL	NORTHWEST VINTAGE CAR AND
OFFICE OF PUBLIC DEFENSE SERVICES	MOTORCYCLE
Clatskanie People's Utility District	crescent grove cemetery
PIONEER COMMUNITY DEVELOPMENT	Roseburg Police Department
MARION COUNTY HEALTH DEPT	Molalla Rural Fire Protection District
Ricoh USA	MONMOUTH - INDEPENDENCE
Heartfelt Obstetrics & Gynecology	NETWORK
Coquille Economic Development Corporation	EUGENE WATER & ELECTRIC BOARD
CITY/COUNTY INSURANCE SERVICE	MALIN COMMUNITY PARK AND
COMMUNITY CYCLING CENTER	RECREATION DISTRICT
Shangri La	TILLAMOOK PEOPLES UTILITY DISTRICT
Portland Impact	GLADSTONE POLICE DEPARTMENT
Eagle Fern Camp	GOLD BEACH POLICE DEPARTMENT
KLAMATH FAMILY HEAD START	THE NEWPORT PARK AND RECREATION
RIVER CITY DANCERS	CENTER
Oregon Permit Technical Association	RIVERGROVE WATER DISTRICT
KEIZER EAGLES AERIE 3895	TUALATIN VALLEY FIRE & RESCUE
Pgma/Cathie Bourne	GASTON RURAL FIRE DEPARTMENT
Sunrise Water	CITY COUNTY INSURANCE SERVICES
Burns Paiute Tribe	SOUTH SUBURBAN SANITARY DISTRICT
Oregon Public Broadcasting	SOUTH FORK WATER BOARD
La Grande Family Practice	SUNSET EMPIRE PARK AND RECREATION
Sphere MD	SPRINGFIELD UTILITY BOARD
BIENESTAR, INC.	Tillamook Urban Renewal Agency
sunrise water authority	Netarts Water District
EAsern Oregon Trade and Event Center	OAK LODGE SANITARY DISTRICT
Waste-Pro	Boardman Rural Fire Protection District
NPKA	Silverton Fire District
Confederated Tribes of Warm Springs	Lewis and Clark Rural Fire Protection District
	Rainbow Water District

Illinois Valley Fire District	Keizer Fire District
Clatskanie RFPD	State Accident Insurance Fund Corporation
PORT OF TILLAMOOK BAY	Bend Metro Park & Recreation District
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	Port of Hood River
METROPOLITAN EXPOSITION-RECREATION COMMISSION	La Pine Park & Recreation District
REGIONAL AUTOMATED INFORMATION NETWORK	Brookings- Harbor School District 17c
OAK LODGE WATER DISTRICT	Siuslaw Public Library District
THE PORT OF PORTLAND	Columbia River Fire & Rescue
WILLAMALANE PARK AND RECREATION DISTRICT	Fern Ridge Library District
TUALATIN VALLEY WATER DISTRICT	Bend Park and Recreation District
UNION SOIL & WATER CONSERVATION DISTRICT	Port of Garibaldi
LANE EDUCATION SERVICE DISTRICT	Seal Rock Water District
TUALATIN HILLS PARK AND RECREATION DISTRICT	Rockwood Water P.U.D.
PORT OF SIUSLAW	Tillamook Fire District
CHEHALEM PARK AND RECREATION DISTRICT	Tillamook County Transportation Dist
PORT OF ST HELENS	Central Lincoln People's Utility District
LANE TRANSIT DISTRICT	Jefferson Park and Recreation
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	City of Monmouth / Public Works
HOODLAND FIRE DISTRICT NO.74	McMinnville Police Department
MID COLUMBIA COUNCIL OF GOVERNMENTS	City of Sublimity
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	City of Central Point Parks and Recreation
SALEM AREA MASS TRANSIT DISTRICT	Gearhart Fire Department
Banks Fire District #13	Woodburn City Of
KLAMATH COUNTY 9-1-1	Brookings Fire / Rescue
GLENDALE RURAL FIRE DISTRICT	City of Veneta
COLUMBIA 911 COMMUNICATIONS DISTRICT	CITY OF DAMASCUS
CLACKAMAS RIVER WATER	Hermiston Fire & Emergency Svcs
NW POWER POOL	CEDAR MILL COMMUNITY LIBRARY
Lowell Rural Fire Protection District	CITY OF LAKE OSWEGO
TriMet Transit	LEAGUE OF OREGON CITIES
Estacada Rural Fire District	CITY OF SANDY
	CITY OF ASTORIA OREGON
	CITY OF BEAVERTON
	CITY OF BOARDMAN
	CITY OF CANBY
	CITY OF CANYONVILLE
	CITY OF CENTRAL POINT POLICE DEPARTMENT
	CITY OF CLATSKANIE
	CITY OF CONDON

CITY OF COOS BAY	CITY OF PORT ORFORD
CITY OF CORVALLIS	CITY OF EAGLE POINT
CITY OF CRESWELL	CITY OF WOOD VILLAGE
CITY OF ECHO	St. Helens, City of
CITY OF ESTACADA	CITY OF WINSTON
CITY OF EUGENE	CITY OF COBURG
CITY OF FAIRVIEW	CITY OF NORTH PLAINS
CITY OF GEARHART	CITY OF GERVAIS
CITY OF GOLD HILL	CITY OF YACHATS
CITY OF GRANTS PASS	FLORENCE AREA CHAMBER OF COMMERCE
CITY OF GRESHAM	PORTLAND DEVELOPMENT COMMISSION
CITY OF HILLSBORO	CITY OF CANNON BEACH OR
CITY OF HOOD RIVER	CITY OF ST. PAUL
CITY OF JOHN DAY	CITY OF ADAIR VILLAGE
CITY OF KLAMATH FALLS	CITY OF WILSONVILLE
CITY OF LA GRANDE	CITY OF HAPPY VALLEY
CITY OF MALIN	CITY OF SHADY COVE
CITY OF MCMINNVILLE	CITY OF LAKESIDE
CITY OF HALSEY	CITY OF MILLERSBURG
CITY OF MEDFORD	CITY OF GATES
CITY OF MILL CITY	KEIZER POLICE DEPARTMENT
CITY OF MILWAUKIE	CITY OF DUNDEE
CITY OF MORO	CITY OF AURORA
CITY OF MOSIER	THE CITY OF NEWPORT
CITY OF NEWBERG	CITY OF ALBANY
CITY OF OREGON CITY	CITY OF ASHLAND
CITY OF PILOT ROCK	CITY OF LEBANON
CITY OF POWERS	CITY OF PORTLAND
RAINIER POLICE DEPARTMENT	CITY OF SALEM
CITY OF REEDSPORT	CITY OF SPRINGFIELD METRO
CITY OF RIDDLE	CITY OF BURNS
CITY OF SCAPPOOSE	CITY OF COTTAGE GROVE
CITY OF SEASIDE	CITY OF DALLAS
CITY OF SILVERTON	CITY OF FALLS CITY
CITY OF STAYTON	CITY OF PHOENIX
City of Troutdale	CITY OF PRAIRIE CITY
CITY OF TUALATIN, OREGON	CITY OF REDMOND
CITY OF WARRENTON	CITY OF SHERWOOD
CITY OF WEST LINN/PARKS	City of junction city
CITY OF WOODBURN	
CITY OF TIGARD, OREGON	
CITY OF AUMSVILLE	

City of Florence	Seaside Fire & Rescue
Columbia Gorge Community	City Of North Bend
City of Dayton	City of Union
City of Carlton	City of Nehalem
City of Pendleton Convention Center	City of Richland
City of Monmouth	CITY OF LINCOLN CITY
City of Philomath	City of Donald
City of Sheridan	City of Milton-Freewater
Seaside Public Library	CITY OF SCIO
City of Yoncalla	City of Forest Grove
La Grande Police Department	City Govrnment
Cove City Hall	City of Mt. Angel
NW PORTLAND INDIAN HEALTH BOARD	Albany Police Department
Portland Patrol Services	Umatilla Electric Cooperative
City Of Bend	WATER ENVIRONMENT SERVICES
City Of Coquille	Polk County Fire District No.1
City Of Molalla	Netarts-Oceanside RFPD
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	UIUC
City of St. Helens	Rogue River Fire District
City of North Powder	Aurora Rural Fire District
City of Eugene	Tillamook County Emergency Communications District
City of Cornelius, OR	Southern Coos Hospital
Toledo Police Department	Oregon Cascades West Council of Governments
City of Independence	MULTONAH COUNTY DRAINAGE DISTRICT #1
City of Cascade Locks	PORT OF BANDON
City of Columbia City	OR INT'L PORT OF COOS BAY
City of Baker City	MID-COLUMBIA CENTER FOR LIVING
McMinnville Water & Light	DESCHUTES COUNTY RFPD NO.2
City of Pendleton Parks & Recreation	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
CITY OF SWEETHOME	PACIFIC STATES MARINE FISHERIES COMMISSION
CITY OF THE DALLES	CENTRAL OREGON IRRIGATION DISTRICT
CLACKAMAS FIRE DIST#1	MARION COUNTY FIRE DISTRICT #1
DESCHUTES PUBLIC LIBRARY	COLUMBIA RIVER PUD
STAYTON FIRE DISTRICT	SANDY FIRE DISTRICT NO. 72
City of Ontario	BAY AREA HOSPITAL DISTRICT
City of Corvallis Parks and Recreation	NEAH KAH NIE WATER DISTRICT
North Lincoln Fire & Rescue #1	
Gresham Police Department	
City of Harrisburg	
Gladstone Public Library	
City of Portland Parks Bureau	

PORT OF UMPQUA	Oregon Forest Resources Institute
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	Office of the Ong Term Care Ombudsman
Benton Soil & Water Conservation District	Oregon State Lottery
DESCHUTES PUBLIC LIBRARY SYSTEM	OREGON TOURISM COMMISSION
CLEAN WATER SERVICES	OREGON STATE POLICE
North Douglas County Fire & EMS	OFFICE OF THE STATE TREASURER
Crooked River Ranch Rural Fire Protection District	OREGON DEPT. OF EDUCATION
PARROTT CREEK CHILD & FAM	SEIU LOCAL 503, OPEU
South Lane County Fire And Rescue	OREGON DEPARTMENT OF FORESTRY
Lake Chinook Fire & Rescue	OREGON STATE DEPT OF CORRECTIONS
Clackamas County Water Environment Services	OREGON CHILD DEVELOPMENT COALITION
Amity Fire District	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
CENTRAL OREGON COMMUNITY COLLEGE	OREGON OFFICE OF ENERGY
UMPQUA COMMUNITY COLLEGE	OREGON STATE BOARD OF NURSING
LANE COMMUNITY COLLEGE	BOARD OF MEDICAL EXAMINERS
MT. HOOD COMMUNITY COLLEGE	OREGON LOTTERY
LINN-BENTON COMMUNITY COLLEGE	OREGON BOARD OF ARCHITECTS
SOUTHWESTERN OREGON COMMUNITY COLLEGE	SANTIAM CANYON COMMUNICATION CENTER
PORTLAND COMMUNITY COLLEGE	OREGON DEPT OF TRANSPORTATION
CHEMEKETA COMMUNITY COLLEGE	OREGON TRAVEL INFORMATION COUNCIL
ROGUE COMMUNITY COLLEGE	OREGON DEPARTMENT OF EDUCATION
COLUMBIA GORGE COMMUNITY COLLEGE	OREGON DEPT. OF CORRECTIONS
TILLAMOOK BAY COMMUNITY COLLEGE	DEPARTMENT OF ADMINISTRATIVE SERVICES
KLAMATH COMMUNITY COLLEGE DISTRICT	Oregon Board of Massage Therapists
Oregon Coast Community College	Oregon Tradeswomen
Clatsop Community College	Oregon Convention Center
North Portland Bible College	OREGON SCHL BRDS ASSOCIAT
OREGON COMMUNITY COLLEGE ASSOCIATION	Central Oregon Home Health and Hos
Teacher Standards and Pracitices Commission	Oregon Health Care Quality Cor
Salem Keizer School District Purchasing	OREGON DEPARTMENT OF HUMAN SERVICES
Kdrv Channel 12	Oregon Air National Guard
Opta Oregon Permit Technician	Training & Employment
	State of Oregon - Department of Administrative Services
	Aging and People with Disabilities

Oregon State Treasury
Oregon State Fair Council
Procurement Services/DAS
STATE OF OREGON
OREGON JUDICIAL DEPARTMENT
Oregon State Board of Architect
Examiners
City of Astoria Fire Department
Columbia Gorge ESD
Nehalem Bay Wastewater
Association of Oregon Community
Mental Health Programs
VA
US FISH AND WILDLIFE SERVICE
Bonneville Power Administration
Oregon Army National Guard
USDA Forest Service
Yellowhawk Tribal Health Center
ANGELL JOB CORPS
Coquille Indian Housing Authority
COLLEGE HOUSING NORTHWEST

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.