

## City of Kansas City Procurement Self-Certification

April 2017

<b>Uniform Grant Guidance 200.324</b>	<b>Procurement Policy</b>
<p>200.317 Procurements By States                      When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with section 200.322 Procurement Of Recovered Materials and ensure that every purchase order or other contract includes any clauses required by section 200.326 Contract Provisions. All other non-Federal entities, including subrecipients of a state, will follow sections 200.318 General Procurement Standards through 200.326 Contract Provisions.</p>	<p>Individual policies referenced below constitute self-certification by the City of Kansas City, MO.</p>
<p>200.318 General Procurement Standards                      (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>(c) (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be</p>	<p>Not applicable.</p>

<p>impartial in conducting a procurement action involving a related organization.</p>	
<p>200.318 (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>200.318 (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.</p>	<p>City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>
<p>200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.</p>	<p>City of Kansas City, Code of Ordinances. Chapter 2, Article XI, Division 9: Surplus Personal Property.</p>
<p>200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.</p>	<p>City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>

<p>(j) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:</p> <p>(j) (1) The actual cost of materials; and</p> <p>(j) (2) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.</p> <p>Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.</p>	
<p>(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>(c) (l) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p> <p>City of Kansas City, Code of Ordinances. Chapter 2, Article XV: Code of Ethics</p>

<p>No employee; officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.</p>	
<p>200.319 Competition</p> <p>(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:</p> <p>(a) (1) Placing unreasonable requirements on firms in order for them to qualify to do business;</p> <p>(a) (2) Requiring unnecessary experience and excessive bonding;</p> <p>(a) (3) Noncompetitive pricing practices between firms or between affiliated companies;</p> <p>(a) (4) Noncompetitive contracts to consultants that are on retainer contracts;</p> <p>(a) (5) Organizational conflicts of interest;</p> <p>(a) (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.  City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>

<p>(a) (7) Any arbitrary action in the procurement process.</p> <p>(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.</p>	
<p>(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>(c) (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>(c) (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>

<p>(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>200.318 (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>200.318 (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.</p>	<p>City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>
<p>200.318 (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.</p>	<p>City of Kansas City, Code of Ordinances. Chapter 2, Article XI, Division 9: Surplus Personal Property.</p>
<p>200.318 (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.</p> <p>200.318 (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p> <p>City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>

<p>200.320 Methods Of Procurement To Be Followed The non-Federal entity must use one of the following methods of procurement.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016. City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>
<p>(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>{b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016. City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>
<p>(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c){l) of this section below apply. (1) In order for sealed bidding to be feasible, the following conditions should be present: (i) A complete, adequate, and realistic specification or purchase description is available; (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016. City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1: Contract Procurement.</p>

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and



<p>(v) Any or all bids may be rejected if there is a sound documented reason.</p> <p>(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:</p> <p>1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;</p> <p>(2) Proposals must be solicited from an adequate number of qualified sources;</p> <p>(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;</p> <p>(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and</p>	
<p>(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.  City of Kansas City, Code of Ordinances. Chapter 3, Article I, Division 1:  Contract Procurement.</p>

<p>services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.</p> <p>(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:</p> <p>(1) The item is available only from a single source;</p> <p>(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;</p> <p>(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or</p> <p>(4) After solicitation of a number of sources, competition is determined inadequate.</p>	
<p>200.321 Contracting With Small And Minority Businesses, Women's Business Enterprises, And Labor Surplus Area Firms</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016. City of Kansas City, Code of Ordinances. Chapter 3, Article IV, Contracting Program Requirements.</p>

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

<p>200.324 Federal Awarding Agency Or Pass-Through Entity Review</p> <p>(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.</p> <p>(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:</p> <p>(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this Part;</p> <p>(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;</p> <p>(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;</p> <p>(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or</p> <p>(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.</p> <p>(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
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entity determines that its procurement systems comply with the standards of this Part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

<p>200.323 Contract Cost And Price</p> <p>(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.</p> <p>(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.</p> <p>(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E - Cost Principles. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>200.318 (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>

<p>200.326 Contract Provisions The non-Federal entity's contracts must contain the applicable provisions described in Appendix II Contract Provisions for non-Federal Entity Contracts Under Federal Awards.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016.</p>
<p>200.325 Bonding Requirements For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:</p> <p>(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.</p> <p>(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.</p> <p>(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.</p>	<p>City of Kansas City, Procurement Procedures Manual, revised November 2016. City of Kansas City, Code of Ordinances. Chapter 3: Contracts and Leases.</p>





STANDARD CITY CONTRACT

**MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY,  
MISSOURI**

**CONTRACT NO.: EV2024-02**

**TITLE/DESCRIPTION: Utility, Transportation and Golf Vehicles, Plus Related Accessories,  
Equipment, Parts, and Services**

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Club Car, LLC, ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated 10-14-2014 that is attached hereto and incorporated into this Contract (CONTRACTOR'S Proposal) The CITY and CONTRACTOR agree to the following changes to CONTRACTOR's Proposal dated 10-14-2014:
  - Restocking fee reduced to 15% and CONTRACTOR also will review returns on a case by case basis in an effort to extend the highest level of support to the City of Kansas City, MO and all Participating Public Agencies;
  - CONTRACTOR agrees to increase the factory direct parts discount from 20% to 25% off MSRP to the City of Kansas city, MO and all Participating Public Agencies;
- (c) CITY's RFP No. EV2024 that is incorporated into this Contract by reference; (CITY's RFP)
- (d) **Attachment A – "Pricing;"** and
- (e) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms

"Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

- (f) In the event of any conflict of terms, the order or precedence shall be: the Contract, CONTRACTOR'S Proposal, and CITY's RFP.

## **Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) **Initial Term.** The initial term of this Contract shall begin on January 01, 2015 and shall end on December 31, 2017. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to two (2) additional one (1) year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract but in no event for longer than six (6) months following expiration of termination of this Contract.

## **Sec. 3. Compensation.**

CONTRACTOR shall timely provide all vehicles, equipment, accessories, repairs, parts, and services for the CITY in accordance with the Contract and the CITY shall pay CONTRACTOR the lowest Price set forth the Contract for all vehicles, equipment, accessories, repairs, parts, and services. CITY will order all vehicles, equipment, accessories, repairs, parts, and services, on an as needed basis. CITY shall order all vehicles, equipment, accessories, repairs, parts, and services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any vehicles, equipment, accessories, repairs, parts, and services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY without CITY's prior written authorization.

#### **Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

#### **Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for all vehicles, equipment, accessories, repairs, parts, and services provided by CONTRACTOR in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable. CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract. CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY and CONTRACTOR agree that CITY may make payments to CONTRACTOR electronically through the Automated Clearing House (ACH) network. CONTRACTOR shall complete any necessary forms for CITY to pay CONTRACTOR electronically through the Automated Clearing House.

**Sec. 6. Representations and Warranties of CONTRACTOR.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon sixty (60) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10.Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

**Sec. 11.Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12.Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13.Records.**

- (a) For purposes of this Section:
  - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
  - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tenders a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$150,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                   City of Kansas City, Missouri  
  Procurement Services Division  
  414 East 12th Street, 1st Floor, Room 102 W  
  Kansas City, Missouri 64106  
  Attention: Cedric Rowan, C.P.M., Manager  
  Telephone: (816) 513-1592  
  Facsimile: (816) 513-1156

With copies to:                 William Geary, Esq.  
  City Attorney  
  Law Department of Kansas City, Missouri  
  414 East 12th Street, 28th Floor  
  Kansas City, Missouri 64106  
  Telephone: (816) 513-3118

If to the CONTRACTOR:     Ryan McClellan, Global Strategic, Government, and OEM  
  Club Car LLC  
  4125 Washington Rd.  
  Evans, GA 30809  
  Telephone: (706) 513-2076  
  Facsimile: (706) 650-9206  
  E-mail: [ryan\\_mcclellan@clubcar.com](mailto:ryan_mcclellan@clubcar.com)  
  With copy to: [david.peterson@clubcar.com](mailto:david.peterson@clubcar.com)

and: Club Car General Counsel  
Ingersoll-Rand Company  
800-E Beaty Street  
Davidson, NC 28036

**Sec. 18. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims mean all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (e) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.



**Sec. 19. Indemnification for Professional Negligence.** If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

**Sec. 20. Insurance.**

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
  4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### **Sec. 21. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of

this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 22.Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 23.Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all vehicles, equipment, accessories, repairs, parts, and services, supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

**Sec. 24. Assignability and Subcontracting.**

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
  
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 25. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 26. Intellectual Property Rights.** CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

**Sec. 27. Reserved**

**Sec. 28. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**Sec. 29. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall use commercially reasonable efforts to coordinate with its dealer network to provide additional supplies and equipment quickly to CITY as needed.

- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**Sec. 30. F.O.B. Destination Prepaid and Add.** All deliveries of products shall be F.O.B. Destination and all freight charges will be prepaid by the CONTRACTOR and charged by CONTRACTOR to the CITY and CITY shall reimburse CONTRACTOR.

**Sec. 31. Quality.** All Products furnished by CONTRACTOR shall be new, in current production, and the best of their kind. When applicable, parts, and maintenance shall be reasonably available. New Product(s) that are obsolete or technically outdated are not acceptable to the CITY and will not be accepted by the CITY. Remanufactured or reconditioned Products are not considered new and will not be accepted by the CITY, except with the CITY's express consent. Products shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. CONTRACTOR shall include packing slips in each shipment.

**Sec. 32. Commercial Warranty.** The CONTRACTOR agrees that the Products furnished to CITY under this Contract will be covered by the warranties and limitations set forth in CONTRACTOR'S Proposal.

**Sec. 33. Inspection and Acceptance.** The CITY will inspect and accept or reject Products at the destination set forth in the CITY Purchase Order unless specified otherwise.

**Sec. 34. Damaged Shipments.** The CITY has no obligation to accept damaged shipments and reserves the right to return damaged Products to CONTRACTOR at CONTRACTOR's expense even though the damage was not apparent or discovered until after receipt and acceptance of the Products.

**Sec. 35. Time of Delivery.** CONTRACTOR shall make commercially reasonable efforts to provide delivery in accordance with the schedule set forth in the solicitation and Purchase Order.

**Sec. 36. Late Shipments.** CONTRACTOR shall notify the CITY department receiving the Products and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment more than 14 days late.

**Sec. 37. Risk of Loss.** Only upon delivery of the Product(s) in accordance with the terms of this Contract to the CITY, the CITY shall bear the risk of damage, loss, theft, or condemnation of the Product(s) regardless of cause, and any and all repairs and replacements of the Product(s) or any part thereof shall be at the expense of the CITY subject, however, to the Warranty and other terms of this Contract.

**Sec. 38. Tax Exemption - Federal and State.**

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

**Sec. 39. U.S. Communities Contract.** CONTRACTOR agrees 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 this Contract upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: CLUB CAR, LLC  
By: Ryan T. McClure  
Title: GLOBAL STRATEGIC ACCOUNTS  
Date: 1/9/15

**APPROVED AS TO FORM**

[Signature]  
Assistant City Attorney (Date)

**KANSAS CITY, MISSOURI**

By: Jessie Medlin

Title: Procurement Manager

Date: 01-13-2015



**NOTE: U.S. Communities Participating Public Agencies may choose to purchase using the following methods:**

- 1) Purchase and be invoiced directly from Club Car or;**
- 2) Purchase and be invoiced by the local authorized Club Car dealer.**

To access pricing information, please use your login at [www.uscommunities.org](http://www.uscommunities.org).



# MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: 02-01-16	2. Contract No.: EV2024-02 Effective Date: 01-01-15
3. Senior Procurement Officer: Art Roberson, CPPB Telephone Number: (816) 513-0778	5. Vendor – Name and Address  CLUB CAR LLC ATTN: RYAN MCCLELLAN 4125 WASHINGTON ROAD EVANS, GA 30809
4. Issued By  CITY OF KANSAS CITY, MISSOURI Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 <sup>th</sup> Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification:

**UTILITY, TRANSPORTATION AND GOLD VEHICLES, PLUS RELATED ACCESSORIES, EQUIPMENT,  
PARTS AND SERVICES**

Contract **EV2024-02** is approved for a blended average price increase of 1.2%. Some items increase up to 4% where others have no increase. A copy of the entire new price is attached.

**Taxpayer Clearance Letter.** In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2024-02** remain unchanged.

8. City of Kansas City, Missouri

By: **Renee Medlin, CPPB**

**Procurement Manager**

This Day: **January 27, 2016**

**CONTRACT AMENDMENT NO. 6  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2024-02**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2024-02 ("Contract"); and

**WHEREAS**, the CITY and CONTRACTOR entered into Contract Amendment No. 1, No. 2, No. 3, No. 4, and NO. 5 to amend the Contract to authorize CONTRACTOR to make changes that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

**WHEREAS**, the CITY and CONTRACTOR desire to add a new model effective December 01, 2018 to the Contract;

**NOW THEREFORE**, the CITY and CONTRACTOR agree to amend the Contract as follows:

- Add to the Club Car line-up, 2019 Tempo 2 Passenger electric cart with pricing per the attached price list, **Attachment B**.
- B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.
- C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Date: 12/04/2018

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

By: Peterson, David Digitally signed by: Peterson, David  
DN: CN = Peterson, David OU = IR\_Users  
Date: 2018.12.04 11:32:48 -05'00'

Title: Strategic Account Manager

Date: 12/7/18

**KANSAS CITY, MISSOURI**

By: Wendy Golden

Title: Procurement Manager

Approved as to form:

[Signature]  
Assistant City Attorney

**CONTRACT AMENDMENT NO. 5  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2024-02**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2024-02 ("Contract"); and

**WHEREAS**, the CITY and CONTRACTOR entered into Contract Amendment No. 1, No. 2, and No. 3 to amend the Contract to authorize CONTRACTOR to make changes that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

**WHEREAS**, the CITY and CONTRACTOR desire to add a new PRICING SCHEDULE effective July 12, 2017 to the Contract;

**NOW THEREFORE**, the CITY and CONTRACTOR agree to amend the Contract as follows:

- New Pricing Schedule B attached
- A. **Section 1 of the Contract is deleted and the following new Section 1 is inserted in lieu thereof to amend Attachment A – Pricing with a new Attachment A Pricing for 2018 and 2019. New Attachment A is attached to this Contract Amendment.**

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated 10-14-2014 that is attached hereto and incorporated into this Contract. The CITY and CONTRACTOR agree to the following changes to CONTRACTOR's Proposal dated 10-14-2014:
  - Restocking fee reduced to 15% and CONTRACTOR also will review returns on a case by case basis in an effort to extend the highest level of support to the City of Kansas City, MO and all Participating Public Agencies;
  - CONTRACTOR agrees to increase the factory direct parts discount from 20% to 25% off MSRP to the City of Kansas City, MO and all Participating Public Agencies;
- (c) CITY's RFP No. EV2024 that is incorporated into this Contract by reference;
- (d) **Attachment A – "2018-2019 Pricing"**; and

(e) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

**C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: 8/1/2018

By: 

david_pe terso@i rco.com	Digitally signed by: david.peterson@irco.com DN: CN = david.peterson@irco.com Date: 2018.08.01 13:44:18 -0600
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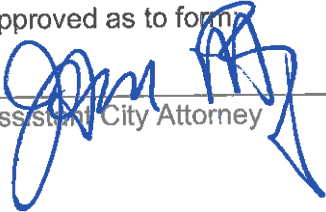
Title: Strategic Account Manager

Date: 8/2/18

**KANSAS CITY, MISSOURI**

By: Wendy Foster

Title: Procurement Manager

Approved as to form:  
  
Assistant City Attorney

**CONTRACT AMENDMENT NO. 4  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2024-02**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2024-02 ("Contract"); and

**WHEREAS**, the CITY and CONTRACTOR entered into Contract Amendment No. 1, No. 2, and No. 3 to amend the Contract to authorize CONTRACTOR to make changes that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

**WHEREAS**, the CITY and CONTRACTOR desire to add a new PRICING SCHEDULE effective July 12, 2017 to the Contract;

**NOW THEREFORE**, the CITY and CONTRACTOR agree to amend the Contract as follows:

- New Pricing Schedule B attached
- A. **Section 1 of the Contract is deleted and the following new Section 1 is inserted in lieu thereof to amend Attachment A – Pricing with a new Attachment A Pricing for 2017 and 2018 and to add Attachment B 2017-18 Connectivity Offering. New Attachment A and Attachment B are attached to this Contract Amendment.**

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated 10-14-2014 that is attached hereto and incorporated into this Contract. The CITY and CONTRACTOR agree to the following changes to CONTRACTOR's Proposal dated 10-14-2014:
  - Restocking fee reduced to 15% and CONTRACTOR also will review returns on a case by case basis in an effort to extend the highest level of support to the City of Kansas City, MO and all Participating Public Agencies;
  - CONTRACTOR agrees to increase the factory direct parts discount from 20% to 25% off MSRP to the City of Kansas City, MO and all Participating Public Agencies;
- (c) CITY's RFP No. EV2024 that is incorporated into this Contract by reference;
- (d) Attachment A – "2017-2018 Pricing"; and

(e) **Attachment B -2017-18 Connectivity Offering**

(e) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

**C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

By: 

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

Director Strategic Account SA153

**KANSAS CITY, MISSOURI**

By: 

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

Manager of Procurement

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

Date: 7-17-17

Approved as to form:

  
Assistant City Attorney

**CONTRACT AMENDMENT NO. 3  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2024-02**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2024-02 ("Contract"); and

**WHEREAS**, the CITY and CONTRACTOR entered into Contract Amendment No. 1 and No. 2 to amend the Contract to authorize CONTRACTOR to offer leasing of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

**WHEREAS**, the CITY and CONTRACTOR desire to add Section 41 to the Contract to permit participating Public Agencies to obtain preventive maintenance plans through a service contract with Club Car provided below; and

**NOW THEREFORE**, the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Section 41 of the Contract is added to permit participating Public Agencies to purchase optional service plans for preventative maintenance from Club Car as follows:**

**Sec. 41. Planned Preventative Maintenance.**

- (a) Club Car may provide planned preventative maintenance through a service contract through participating Club Car branches and a Public Agency may purchase the service contract through Club Car branches.
- (b) In the event a Public Agency and Club Car enter into a service contract, Club Car shall provide planned preventative maintenance plans to Public Agencies at the guaranteed lowest pricing rates offered to any Club Car customer in the applicable local market effective at the time of the service contract.

**B. Sections and Subsections Not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

**C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.



Date: 10/28/15

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

By: [Signature]

Title: Director of Sales

Date: 10/28/15

**KANSAS CITY, MISSOURI**

By: [Signature]

Title: Manager of Procurement Services

Approved as to form:

[Signature]  
Assistant City Attorney

**CONTRACT AMENDMENT NO. 2  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2024-02**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR")

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2024-02; and

**WHEREAS**, the CITY and CONTRACTOR entered into Contract Amendment No. 1 to amend the Contract to authorize CONTRACTOR to offer leasing of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities; and

**WHEREAS**, the CITY and CONTRACTOR desire to amend Section 40 to clarify the leasing of equipment and vehicles to Public Agencies; and

**WHEREAS**, the CITY and CONTRACTOR desire to add pricing for dealer preparation/installation of field installed options;

**NOW THEREFORE**, the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Section 1 of the Contract is deleted and the following new Section 1 is substituted in lieu thereof to add Attachment A(1) — Pricing for Local Delivery/Dealer Preparation/Installation Fees as a Contract Document.

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated 10-14-2014 that is attached hereto and incorporated into this Contract (CONTRACTOR'S Proposal). The CITY and CONTRACTOR agree to the following changes to CONTRACTOR's Proposal dated 10-14-2014:

Restocking fee reduced to 15% and CONTRACTOR also will review returns on a case by case basis in an effort to extend the highest level of support to the City of Kansas City, MO and all Participating Public Agencies;

CONTRACTOR agrees to increase the factory direct parts discount from 20% to 25% off MSRP to the City of Kansas city, MO and all Participating Public Agencies;

- (c) CITY's RFP No. EV2024 that is incorporated into this Contract by reference; (CITY's RFP)

- (d) **Attachment A — "Pricing;"**
- (e) Attachment A (1) - Pricing for Local Delivery/Dealer Preparation/Installation Fees
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."
- (g) In the event of any conflict of terms, the order or precedence shall be: the Contract, CONTRACTOR'S Proposal, and CITY's RFP.

**B. Section 40 of the Contract is deleted and the following new Section 40 is substituted in lieu thereof to authorize the CONTRACTOR to offer leasing of equipment and vehicles as follows**

**Sec. 40. Leasing of Equipment and Vehicles to U.S. Communities Members.**

- (a) Subject to subsection (c) of Section 40, CONTRACTOR is authorized to offer leasing on equipment and vehicles offered by CONTRACTOR in Contract No. EV2024-02 to any Participating Public Agency at the most favorable rates and terms consistent with Section 23. It shall be a precondition of any Lease becoming effective pursuant to this Contract that the Lease is approved and authorized by Participating Public Agency's Director of Finance (or equivalent officer).
- (b) CONTRACTOR shall not lease any equipment or vehicles to the CITY unless the CITY executes a written amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Lease that does not comply with all of the requirements of this Section.
- (c) Financing, if any, for the leasing of equipment or vehicles pursuant to subsection (a) and (b) will be available to the CITY or a Participating Public Agency through a third party lease source, including, but not limited to, De Lage Landen Financial Services, Inc. or Wells Fargo, and not through CONTRACTOR. Approval of the financing for the leasing of equipment or vehicles under this subsection is at the sole discretion of the third party lease source.

**B. Sections and Subsections not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

**C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

By:



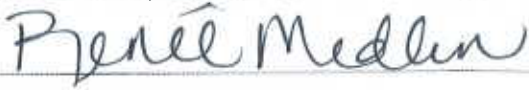
Date: 06/19/15

Title:

Global Strategic Manager

**KANSAS CITY, MISSOURI**

By:



Date: 06/29/15

Title:

Procurement Manager

Approved as to form:



Assistant City Attorney

## **Attachment A.1 — Pricing for Local Delivery/Dealer Preparation /Installation Fees**

### **Local Delivery/ Dealer Prep/Installation Fees**

The following vehicle prep/installation charges will be charged by CONTRACTOR to participating Public Agencies and CITY:

Installation charge of \$300 per vehicle for canopy top, windshield and other options of a canopied vehicle. The installation charge applies to all vehicle types excluding fleet golf. CONTRACTOR agrees that \$300 per vehicle is the maximum amount per vehicle charge that CONTRACTOR will charge any Public Agency or CITY regardless of the number of options selected by a Public Agency or the CITY on any vehicle.

Installation charge of \$600 per vehicle for a cab and/or van box and other options on a cab vehicle. This installation charge applies to all vehicle types excluding fleet golf. CONTRACTOR agrees that \$600 per vehicle is the maximum amount per vehicle charge that CONTRACTOR will charge any Public Agency or CITY regardless of the number of options selected by a Public Agency or the CITY on any vehicle

Installation charge of \$50 per vehicle for tops, windshields and other options. The installation charge applies only fleet golf and no other vehicles. CONTRACTOR agrees that \$50 is the maximum amount per golf vehicle charge that CONTRACTOR will charge any Public Agency or CITY regardless of the number of options selected by a Public Agency or the CITY on any golf vehicle.

**CONTRACT AMENDMENT NO. 1  
UTILITY, TRANSPORTATION AND GOLF VEHICLES, PLUS RRELATED  
ACCESSORIES, EQUIPMENT, PARTS, AND SERVICES**

**THE CITY OF KANSAS CITY, MISSOURI  
CONTRACT NO. EV2024-02**

**THIS CONTRACT AMENDMENT** is made between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City" or "CITY"), and Club Car, LLC ("CONTRACTOR").

**WHEREAS**, the CITY and CONTRACTOR entered into Contract No. EV2024-02; and

**WHEREAS**, the CITY and CONTRACTOR desire to amend the Contract to authorize CONTRACTOR to offer leasing of equipment and vehicles that CONTRACTOR provides pursuant to the Contract to members of U.S. Communities;

NOW THEREFORE the CITY and CONTRACTOR agree to amend the Contract as follows:

- A. Section 40 of the Contract is added to the Contract to authorize the CONTRACTOR to offer leasing of equipment and vehicles as follows**

**Sec. 40. Leasing of Equipment and Vehicles to U.S. Communities Members.**

- (a) CONTRACTOR is authorized to offer leasing on equipment and vehicles offered by CONTRACTOR in Contract No. EV2024-02 to any Participating Public Agency at the most favorable rates and terms offered to any other customer. It shall be a precondition of any Lease becoming effective pursuant to this Contract that the Lease of approved and authorized by Participating Public Agency's Director of Finance (or equivalent office).
- (b) CONTRACTOR shall not lease any equipment or vehicles to the CITY unless the CITY executes a written amendment to this Contract executed by both the CITY's Director of Finance and the CITY's City Attorney. The CITY shall have no financial obligation to CONTRACTOR or anyone else for any Lease that does not comply with all of the requirements of this Section.

**B. Sections and Subsections not Amended.** All other sections and subsections of the Contract not amended by this Contract Amendment shall remain in full force and effect.

**C. Effectiveness Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: 5/5/2015

By: DAVID PETERSON

Title: Strategic Account Manager

Date: 5/13/2015

**KANSAS CITY, MISSOURI**

By: FRENÉE MEDLIN

Title: Procurement Manager

Approved as to form:  
[Signature]  
Assistant City Attorney



# MODIFICATION OF CONTRACT

1. Modification No.: 4      Effective Date: 01-01-19	2. Contract No.: EV2024-02      Effective Date: 01-01-15
3. Senior Procurement Officer: Art Roberson, CPPB Telephone Number: (816) 513-0778	5. Vendor – Name and Address  CLUB CAR LLC ATTN: RYAN MCCLELLAN 4125 WASHINGTON ROAD EVANS, GA 30809
4. Issued By  <b>CITY OF KANSAS CITY, MISSOURI</b> Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 <sup>th</sup> Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification:

**UTILITY, TRANSPORTATION AND GOLD VEHICLES, PLUS RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

Contract **EV2024-02** is renewed from January 01, 2019 through December 31, 2019 at the current pricing structure, by utilizing Sec. 2 of the contract, INITIAL TERM OF CONTRACT AND ADDITIONAL PERIODS. Renewal documents have been received and are attached to this document.

**Taxpayer Clearance Letter.** In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2024-02** remain unchanged.

8. City of Kansas City, Missouri

By: Art Roberson, CPPB

Senior Procurement Officer – Procurement Services

This Day: **August 15, 2018**







## ADDITIONAL REMARKS SCHEDULE

AGENCY	<b>NAMED INSURED</b> Club Car A Subsidiary of Ingersoll Rand Company Ltd. PO 204658 4125 Washington Road Augusta, GA 30917 United States
<b>EFFECTIVE DATE:</b>	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

City of Kansas City , and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority are included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Waiver of Subrogation is applicable where required by written contract, but only to the extent of the Named Insured's negligence.

The General Liability includes Contractual Liability.

General Liability includes Professional Liability Coverage via the Professional Liability Coverage Endorsement (Errors and Omissions Coverage). The General Liability Limits of Liability evidenced are applicable to the Professional Liability (Errors and Omissions) Coverage.

Other Requirements: ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY, AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO WHICH REQUIRES YOU TO FURNISH INSURANCE TO THAT PERSON OR ORGANIZATION OF THE TYPE PROVIDED BY THIS POLICY, BUT ONLY WITH RESPECT TO LIABILITY TO THE EXTENT CAUSED BY YOU AND ARISING OUT OF YOUR OPERATIONS OR PREMISES OWNED BY OR RENTED TO YOU.

Job Description: National IPA bid contract

For questions regarding this certificate of insurance contact: Anna McMillin Email: Anna.McMillin@irco.com Phone: 7068633000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# MODIFICATION OF CONTRACT

1. Modification No.: 3      Effective Date: 03-05-18	2. Contract No.: EV2024-02      Effective Date: 01-01-15
3. Senior Procurement Officer: Art Roberson, CPPB Telephone Number: (816) 513-0778	5. Vendor – Name and Address  CLUB CAR LLC ATTN: RYAN MCCLELLAN 4125 WASHINGTON ROAD EVANS, GA 30809
4. Issued By  <b>CITY OF KANSAS CITY, MISSOURI</b> Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 <sup>th</sup> Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification:

**UTILITY, TRANSPORTATION AND GOLD VEHICLES, PLUS RELATED ACCESSORIES, EQUIPMENT,  
PARTS AND SERVICES**

Contract **EV2024-02** is modified to add new product offerings to the contract. Pricing sheets for the new Tempo 2 Passenger, Tempo-4Fun (Stretch), Tempo 2+2 & Temp Connect with Shark Experience Connectivity products are attached.

All other Terms and Conditions of Contract **EV2024-02** remain unchanged.

8. City of Kansas City, Missouri

By: **Art Roberson, CPPB**

Senior Procurement Officer – Procurement Services

This Day: **March 05, 2018**



# MODIFICATION OF CONTRACT

1. Modification No.: 2      Effective Date: 01-01-18	2. Contract No.: EV2024-02    Effective Date: 01-01-15
3. Senior Procurement Officer: Art Roberson, CPPB Telephone Number: (816) 513-0778	5. Vendor – Name and Address  CLUB CAR LLC ATTN: RYAN MCCLELLAN 4125 WASHINGTON ROAD EVANS, GA 30809
4. Issued By  <b>CITY OF KANSAS CITY, MISSOURI</b> Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12 <sup>th</sup> Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification:

**UTILITY, TRANSPORTATION AND GOLD VEHICLES, PLUS RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**


Contract **EV2024-02** is renewed from January 01, 2018 through December 31, 2018 at the current pricing structure, by utilizing Sec. 2 of the contract, INITIAL TERM OF CONTRACT AND ADDITIONAL PERIODS. Renewal documents have been received and are attached to this document.

**Taxpayer Clearance Letter.** In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2024-02** remain unchanged.

8. City of Kansas City, Missouri

By: **Art Roberson, CPPB**



**Senior Procurement Officer – Procurement Services**

This Day: **September 21, 2017**



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: revenue@kcmo.org  
kcmo.gov/kctax

CLUB CAR LLC  
PO BOX 204658  
AUGUSTA GA 30917-4658

Letter Id: L0805552384  
Date: 11-Sep-2017  
Taxpayer Id: \*\*\_\*\*\*8925



This notice certifies that CLUB CAR LLC is current as of this date with all taxes and licenses under the jurisdiction of the City of Kansas City, Mo., Finance Department/Revenue Division.

Mari Ruck  
Commissioner of Revenue

**IMPORTANT INFORMATION:**

**Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.**

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



Gen. Business - For Profit Details as of 9/14/2017

- Business Entity Fees & Forms
- Business Entity FAQ
- Business Entity Home Page
- Business Entity Online Filing
- Business Outreach Office
- Business Entity Contact Us
- UCC Online Filing
- Secretary of State Home Page

\*Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.  
 File Registration Reports - click FILE REGISTRATION REPORT.  
 Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS      Select filing from the list.      FILE ONLINE

Filing Type: Amended Articles Accepting Professional Corp

ORDER COPIES/CERTIFICATES

General Information	Filings	Address	Contact(s)
<p>Name(s) <b>CLUB CAR, INC.</b></p> <p>Type <b>Gen. Business - For Profit</b></p> <p>Domesticity <b>Foreign</b></p> <p>Registered Agent <b>CSC-LAWYERS INCORPORATING SERVICE COMPANY</b>            221 Bellvue Street            Jefferson City, MO 65101</p> <p>Duration <b>Perpetual</b></p> <p>Report Due <b>4/30/2018</b></p>		<p>Address <b>4125 WASHINGTON ROAD</b>  <b>EVAN, GA 30809</b></p> <p>Charter No. <b>F00350384</b></p> <p>Home State <b>DE</b></p> <p>Status <b>Good Standing</b></p> <p>Date Formed <b>2/28/1991</b></p>	

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## ADDITIONAL REMARKS SCHEDULE

AGENCY	<b>NAMED INSURED</b> Club Car A Subsidiary of Ingersoll Rand Company Ltd. PO 204658 4125 Washington Road Augusta, GA 30917 United States
EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

City of Kansas City , and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority are included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Waiver of Subrogation is applicable where required by written contract, but only to the extent of the Named Insured's negligence.

The General Liability includes Contractual Liability.

General Liability includes Professional Liability Coverage via the Professional Liability Coverage Endorsement (Errors and Omissions Coverage). The General Liability Limits of Liability evidenced are applicable to the Professional Liability (Errors and Omissions) Coverage.

Other Requirements: ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY, AS A RESULT OF ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO WHICH REQUIRES YOU TO FURNISH INSURANCE TO THAT PERSON OR ORGANIZATION OF THE TYPE PROVIDED BY THIS POLICY, BUT ONLY WITH RESPECT TO LIABILITY TO THE EXTENT CAUSED BY YOU AND ARISING OUT OF YOUR OPERATIONS OR PREMISES OWNED BY OR RENTED TO YOU.

Job Description: National IPA bid contract

For questions regarding this certificate of insurance contact: Anna McMillin Email: Anna.McMillin@irco.com Phone: 7068633000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## A.M. Best Rating Services

### National Union Fire Insurance Company of Pittsburgh, Pa. (7)

A.M. Best #: 002351 NAIC #: 19445 FEIN #: 250687550

#### Administrative Office

175 Water Street 18th Floor

New York, NY 10038

[United States](#)

Web: [www.aig.com](http://www.aig.com)

Phone: 212-770-7000

[View Additional Address Information](#)

Assigned to  
insurance  
companies that

Financial Strength Rating



have, in our opinion, an excellent ability to  
meet their ongoing insurance obligations.

View additional [news, reports and  
products](#) for this company.

Based on A.M. Best's analysis, [058702 - American International Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

#### Best's Credit Ratings

##### Financial Strength Rating [View Definition](#)

**Rating:** A (Excellent)  
**Affiliation Code:** p (Pooled)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** May 23, 2017  
**Initial Rating Date:** December 31, 1907

##### Best's Credit Rating Analyst

**Rating Issued by:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Darian Ryan  
**Senior Director:** Michael J. Lagomarsino, CFA, FRM

##### Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)

##### Long-Term Issuer Credit Rating [View Definition](#)

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** May 23, 2017  
**Initial Rating Date:** April 06, 2005

[A.M. Best Removes From Under Review With Negative  
Implications and Affirms Credit Ratings of AIG and Its  
Subsidiaries](#)  
May 23, 2017

**SURETY VERIFIED BY:**

*Art Robinson*

u Denotes [Under Review Best's Rating](#)

#### Rating History

A.M. Best has provided ratings & analysis on this company since 1907.


##### Financial Strength Rating

Effective Date	Rating
5/23/2017	A
1/26/2017	A u
6/2/2016	A
1/27/2016	A u
2/27/2015	A
2/20/2014	A
1/25/2013	A

##### Long-Term Issuer Credit Rating

Effective Date	Rating
5/23/2017	a
1/26/2017	a u
6/2/2016	a
1/27/2016	a u
2/27/2015	a
2/20/2014	a
1/25/2013	a

#### AMB Credit Reports

 **Best's Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 7/27/2017 (represents the latest significant change).

 Historical Reports are available in [Best's Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

## Press Releases

<u>Date</u>	<u>Title</u>
May 23, 2017	<a href="#">A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries</a>
Jan 26, 2017	<a href="#">A.M. Best Places Credit Ratings of American International Group, Inc. and Subsidiaries Under Review with Negative Implications</a>
Jun 02, 2016	<a href="#">A.M. Best Removes From Under Review and Affirms Ratings of American International Group, Inc. and Majority of Its Subsidiaries</a>
Jan 27, 2016	<a href="#">A.M. Best Places Ratings of American International Group, Inc. and Its Subsidiaries Under Review with Negative Implications</a>
Feb 27, 2015	<a href="#">A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property/Casualty Subsidiaries</a>
Feb 20, 2014	<a href="#">A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property/Casualty Subsidiaries</a>
Jan 24, 2013	<a href="#">A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property Casualty Subsidiaries</a>
Jan 27, 2012	<a href="#">A.M. Best Revises Outlook to Stable for Most American International Group, Inc. North American</a>

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## A.M. Best Rating Services

### The Travelers Indemnity Company of America (7)

A.M. Best #: 004003 NAIC #: 25666 FEIN #: 586020487

**Domiciliary Address**

One Tower Square  
Hartford, CT 06183  
[United States](#)

Web: [www.travelers.com](http://www.travelers.com)

Phone: 860-277-0111

Fax: 860-277-7002

Assigned to insurance companies that



have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058470 - The Travelers Companies, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

#### Best's Credit Ratings

**Financial Strength Rating [View Definition](#)**

**Rating:** A++ (Superior)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** July 22, 2016  
**Initial Rating Date:** June 30, 1951

**Best's Credit Rating Analyst**

**Rating Issued by:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Gregory Dickerson  
**Director:** Jennifer Marshall, CPCU, ARM

**Disclosure Information**



View A.M. Best's [Rating Disclosure Form](#)

**Long-Term Issuer Credit Rating [View Definition](#)**

**Long-Term:** aa+  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** July 22, 2016  
**Initial Rating Date:** April 18, 2005



**A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries**  
July 22, 2016

**SURETY VERIFIED BY:**  
*Gregory Dickerson*

u Denotes [Under Review Best's Rating](#)

#### Rating History

A.M. Best has provided ratings & analysis on this company since 1951.

**Financial Strength Rating**

Effective Date	Rating
7/22/2016	A++
5/28/2015	A++
5/23/2014	A++
5/30/2013	A+
5/10/2012	A+

**Long-Term Issuer Credit Rating**

Effective Date	Rating
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+
5/30/2013	aa
5/10/2012	aa

#### AMB Credit Reports



**Best's Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 2/17/2017 (represents the latest significant change).

 Historical Reports are available in [Best's Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

**Press Releases**

<u>Date</u>	<u>Title</u>
Jul 22, 2016	<a href="#">A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries</a>
May 28, 2015	<a href="#">A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries</a>
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May 30, 2013	<a href="#">A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries</a>
May 10, 2012	<a href="#">A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries</a>
May 26, 2011	<a href="#">A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries</a>
Jun 08, 2010	<a href="#">A.M. Best Upgrades Issuer Credit Ratings of Travelers Group</a>
Jun 03, 2008	<a href="#">A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries</a>
Jun 18, 2007	<a href="#">A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries</a>
May 30, 2006	<a href="#">A.M. Best Affirms Ratings of St. Paul Travelers Insurance Cos. and Several Subsidiaries; Downgrades Rating of First Floridian</a>

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## A.M. Best Rating Services

### Travelers Property Casualty Company of America (?)

A.M. Best #: 004461 NAIC #: 25674 FEIN #: 362719165

**Domiciliary Address**

One Tower Square  
Hartford, CT 06183  
[United States](#)

Web: [www.travelers.com](http://www.travelers.com)

Phone: 860-277-0111

Fax: 860-277-7002

Assigned to insurance companies that



have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058470 - The Travelers Companies, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

#### Best's Credit Ratings

**Financial Strength Rating [View Definition](#)**

**Rating:** A++ (Superior)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** July 22, 2016  
**Initial Rating Date:** June 30, 1972

**Best's Credit Rating Analyst**

**Rating Issued by:** A.M. Best Rating Services, Inc.  
**Senior Financial Analyst:** Gregory Dickerson  
**Director:** Jennifer Marshall, CPCU, ARM

**Disclosure Information**



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**Long-Term Issuer Credit Rating [View Definition](#)**

**Long-Term:** aa+  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** July 22, 2016  
**Initial Rating Date:** April 18, 2005



[A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries](#)  
July 22, 2016

**FACTS CHECKED BY:**

*Act Review*

u Denotes [Under Review Best's Rating](#)

#### Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

**Financial Strength Rating**

Effective Date	Rating
7/22/2016	A++
5/28/2015	A++
5/23/2014	A++
5/30/2013	A+
5/10/2012	A+

**Long-Term Issuer Credit Rating**

Effective Date	Rating
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+
5/30/2013	aa
5/10/2012	aa

#### AMB Credit Reports



**Best's Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 2/17/2017 (represents the latest significant change).



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May 23, 2014	<a href="#">A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries</a>
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May 10, 2012	<a href="#">A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries</a>
May 26, 2011	<a href="#">A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries</a>
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**U.S. COMMUNITIES™**  
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION**

**BY THE CITY OF KANSAS CITY, MISSOURI**

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

**FOR**

**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND  
RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP NO. EV2024**

**PROPOSALS DUE: 10/14/14 BY 1:00 P.M. (CT)**

**PROCUREMENT SERVICES DIVISION**

**Art Roberson, CPPB**

**Senior Buyer**

**(816) 513-0778**

**art.roberson@kcmo.org**

**ISSUE DATE: 09-16-14**

**REQUEST FOR PROPOSALS NO. EV2024**

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## SECTION I

### U.S. COMMUNITIES OVERVIEW

#### REQUEST FOR PROPOSALS NO. EV2024

#### **1. MASTER AGREEMENT**

City of Kansas City, Missouri (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 Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services (herein "Products and Services").

#### **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) Provide Participating Public Agencies with environmentally responsible products and services.

#### **3. U.S. COMMUNITIES**

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.

## National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACO), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

## 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	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of Houston, TX	Maricopa County, AZ
City of Kansas City, MO	Miami-Dade County, FL
City of Los Angeles, CA	Nassau BOCES, NY
City of San Antonio, TX	North Carolina State University, NC
City of Seattle, WA	Orange County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	The School District of Collier County, FL
Great Valley School District, PA	

## Participating Public Agencies

Today more than 66,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.5 Billion Dollars in products and services annually. Each month more than 400 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 Kansas City, Missouri 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 in Section VI.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 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 Kansas City, Missouri 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 2013 purchased more than \$146 Million Dollars of products and services from existing U.S. Communities contracts.

### **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, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- 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.

## **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.

## **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.

City of Kansas City, Missouri 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 Kansas City, Missouri and Participating Public Agencies as a result of this solicitation.

## **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 Request for Proposal 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.

**SECTION II**  
**INSTRUCTIONS AND CONDITIONS**  
**REQUEST FOR PROPOSALS NO. EV2024**

**1. PURPOSE**

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services as listed in the Scope Requirements of this Request for Proposal.

**2. DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals to the **City Contact Person** listed in Paragraph 3 by 1:00 PM (CT) on 10/14/14.

**3. CITY CONTACT PERSONS**

(a) General, Technical Questions and Proposal Submissions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Art Roberson, CPPB  
Senior Buyer  
Procurement Services Division  
City Hall, 1<sup>st</sup> Floor, Room 102 W  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office: (816) 513-0778  
Fax: (816) 513-1156  
E-mail: [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org)

**4. DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”**

- (a) This Request for Proposals (“RFP” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.



- (c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

**5. ESTIMATED SCHEDULE**

09/16/14	RFP Issued
09/30/14 at 12:00 Noon	Deadline for questions
10/14/14 at 1:00 PM	Due Date for Proposals
TBD	Notification of shortlisted firms
TBD	Interviews if deemed necessary
TBD	Selection/Negotiation
TBD	Contract start date
TBD	Estimated Project completion date

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals

**6. RFP DOCUMENTS**

This RFP consists of the following documents:

- (a) This RFP
- (b) Scope of Services
- (c) Standard City Contract
- (d) National Requirements

**7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS**

- (a) Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer’s Proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFP.

- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

## 8. **QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP**

### (a) Question Deadline

- (1) Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Paragraph 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until 12:00 PM, October 15, 2014.
- (2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addenda. <http://www.kcmo.org>

### (b) Questions - Post Deadline

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Paragraph 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

## 9. **SUBMISSION OF PROPOSALS**

**All proposal documents must be submitted in the exact order as listed in the City RFP.**

- (a) Where. Proposers shall submit their Proposals to the appropriate **City Contact Person** listed in Paragraph 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP No. and Title, Due Date and Time, and Name of the Proposer's Business/Firm.
- (b) No. of Copies. Proposers shall submit one (1) signed original, two (2) copies of its Proposal, and ten (10) copies on a flash drive in Microsoft Word/Excel format.

- (c) **Format.** In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Paragraph 10.

Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.

- (d) **Additional Materials.** The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

## 10. **CONTENT OF PROPOSAL**

### 10.1 **Proposal Part I – Cover Letter**

The Proposer will provide a cover letter describing a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the District's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Proposer may be rejected.

### 10.2 **Proposal Part II – Executive Summary**

The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

### 10.3 **Proposal Part III – Business/Firm Profile and Legal Structure**

- (a) Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- (b) Date the business/firm was established under the current name.
- (c) List all services provided by the business/firm.
- (d) Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- (e) Type of ownership, or legal structure of business/firm.
- (f) Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- (g) Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- (h) Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

- (i) Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
- (j) Provide firm's Dunn & Bradstreet report and an audited financial statement from your firm and any parent company for the least two years of operation.

10.4 Proposal Part IV – Experience

- (a) Include a list of the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years. For each listed contract, provide a narrative that includes:
  - a. the assigned project personnel
  - b. scope of services provided
  - c. dollar amount of the contract
  - d. contractual performance standards versus your actual performance
  - e. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
  - f. summary of how your business/firm delivered services
  - g. pricing and contractual compensation terms
- (b) Provide three (3) client references for similar projects completed by your business/firm during the past five (5) years. (See Attachment No. 3 – References)
- (c) Provide a copy of your most recent relevant ongoing public contract.
- (d) Provide a list of all public contracts entered into for the last three (3) years. Include the dollar amounts, summary of scope of services, contract terms, Public Owner's contact person, e-mail address, cell phone number and telephone number.

10.5 Proposal Part V – Local Personnel

- (a) Please provide your staff capacity for meeting the City's requirements.
- (b) Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- (c) For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
  - a. Description of relevant experience.
  - b. Years of employment with the business/firm.
  - c. City and State of residence.
  - d. State time commitment on other accounts.
  - e. Applicable professional registrations, education, certifications, and credentials.
- (d) Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- (e) Provide a staffing plan for the contract including the locations of the positions.
- (f) Provide an organizational chart for the assigned staff.

- (g) Provide a plan to address vacations, sicknesses and absences.

10.6 Proposal Part VI – Response to Scope Requirements

Proposer shall provide a detailed response to all items in Section III, Scope Requirements.

10.7 Proposal Part VII – Supplier Information

- (a) Supplier Qualifications Section: Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Section VI. (Ref. pages 49-53)
- (b) Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 55)
- (c) Completed Supplier Information (Ref. pages 58-62)

10.8 Proposal Part VIII - Sustainability

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- (a) Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
- (b) Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.
- (c) If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

10.9 Proposal Part IX – U.S. Communities Administration Agreement, signed, unaltered

10.10 Proposal Part X – Pricing

- (a) **Product Pricing:** Provide the pricing for all vehicles offered using a **fixed percentage** (%) discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- (b) Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- (c) **Freight:** Provide detailed freight rates for shipping product nationally.
- (d) **Accessories and Equipment:** Provide pricing for all Accessories and Equipment offered by Proposer.

- (e) **Parts:** Provide pricing for replacement parts.
- (f) **Related Products and Services:** Provide pricing for any proposed additional products you wish to be considered. Additionally, provide pricing (if applicable) for any services offered by Proposer, including but not limited to, preventive maintenance, warranty extensions, repair services, training, technical support, etc. If any services are offered standard at no additional cost, please note.
- (g) **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Proposer to Participating Public Agencies.
- (h) **Sample Specification Pricing:** The Proposer must submit pricing for the Sample Specifications provided in Attachment No. 1 – Sample Specification Pricing. Pricing is to be based on pricing quoted in 10.10 (a). Sample Specification Pricing will be used for evaluation purposes only.
- (i) **Renewal Pricing:** The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

10.7 Proposal Part VII – Other Required Documents (delete any that are N/A)

Complete and submit the following documents included in this RFP:

- (a) Authorized Signature Form
- (b) Cooperative Procurement Form
- (c) Attachment No. 2 – Affidavit – Employee Eligibility Verification

**11. EVALUATION CRITERIA**

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- (b) The City may change criteria and criteria weights at any time including after the due date for proposals.

**12. INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

**13. DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;
- (i) make a multiple award to any or all of Proposers;
- (j) terminate this RFP, and reissue an amended RFP.

**14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS**

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred, twenty (120) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After one hundred, twenty (120) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

**15. SELECTION**

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

**16. REJECTION OF PROPOSALS**

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

**17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS**

- (a) The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- (b) The City, may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

**18. LATE PROPOSALS**

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) it is in the best interest of the City to accept the proposal.



**19. CHANGES IN THE RFP**

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

**20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

**21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS**

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

**22. OWNERSHIP OF PROPOSALS**

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

**23. DISCLOSURE OF PROPRIETARY INFORMATION**

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
  - 1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";

2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
  3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

**24. CLOSED RECORDS**

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

**25. AFFIRMATIVE ACTION**

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- (a) Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.

- (b) Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website. [www.kcmo.org](http://www.kcmo.org)

## 26. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

## 27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

**28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

**29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website. <http://www.sos.mo.gov>

**30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license. Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.org>

**31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

**32. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY. The affidavit is found under Section IV – Attachments and Exhibits.

**33. RENEWAL OPTION**

- (a) The period of performance under the contract is for three (3) years with a contractual right on the part of the City to extend this price for an additional two (2) one-year periods.
- (b) The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- (c) The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

**34. MBE/WBE PARTICIPATION**

The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts whenever it is feasible. If it is feasible for a Proposer to subcontract any of the work or supplies necessary to perform this contract, the City encourages Proposers to solicit certified MBEs and WBEs for the necessary work or supplies.

### SECTION III

#### SCOPE REQUIREMENTS

#### REQUEST FOR PROPOSALS NO. EV2024

#### 1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

- (a) **Utility Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric utility vehicles that range from light-duty to heavy-duty offered by Proposer.
- (b) **Transportation Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to, vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.
- (c) **Golf Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other golf vehicles available from Proposer.
- (d) **Low-Speed Vehicles (LSV)** – A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.
- (e) **Accessories and Equipment** – A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors, mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.
- (f) **Parts** – A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.
- (g) **Related Products and Services** – Any related products as well as services such as training (on-site and remote), warranty service, technical services, repair services and any other services offered by Proposer.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

## 2. REGULATORY REQUIREMENTS AND STANDARDS

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Outdoor Power Equipment Institute (OEPI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

## 3. SHIPPING

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used.

- (a) Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer.
- (b) Additional costs for expedited deliveries may be added.

## 4. DELIVERY

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered.

Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

- (a) Manufacturer Statement of Origin (MSO);
- (b) All applicable warranty documents;
- (c) All applicable manuals per paragraph 5; and
- (d) Delivery ticket with appropriate corresponding purchase order number.

## 5. VEHICLE INSPECTION

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

**6. MANUALS**

Proposer shall furnish the following manuals during delivery of vehicles and shall provide one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD.

- (a) Operator's manual
- (b) Parts manual
- (c) Service and repair manual
- (d) Overhaul manual
- (e) Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

**7. TRAINING**

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

**8. WARRANTY**

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

**9. EQUIPMENT RECALLS**

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each Participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

**10. PARTS AND SERVICE**

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.



## 11. SUBSTITUTION OF SPECIFIED ITEMS

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered.

Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.

## 12. SPECIFICATIONS

Proposer shall provide detailed specifications of each product offered including, at a minimum, the following information:

- (a) Power Train
  - Motor
  - Horsepower
  - Electrical System
  - Batteries/Charger
  - Fuel System
  - Governor
  - Ignition
  - Controller
  - Motor Braking Mode
  - Directional Control
  - Drive Unit
- (b) Body
  - Seating
  - Body
  - Lighting
  - Accessories
- (c) Chassis
  - Frame
  - Steering
  - Brakes
  - Suspension
  - Bumpers
  - Tires
- (d) Performance
  - Speed
  - Turning Radius Curb to Curb
  - Turning Radius Intersecting Aisle

- (e) Dimensions
  - Length
  - Width
  - Height
  - Ground Clearance
  - Wheel Base
  - Cargo Size (if applicable)
  - Bed Load Height (if applicable)
- (f) Capacity
  - People
  - Weight
  - Fuel Capacity
  - Towing Capacity
- (g) Optional Accessories and Equipment

**13. ADDITIONAL SUBMITTALS/QUESTIONS**

- (a) Provide the life expectancy in months based on an average daily use of six (6) hours per day.
- (b) Batteries:
  - a. Provide the manufacturer and model number of the batteries and include the volts, amp hours, quantity of batteries and 20 amp hours rating.
  - b. How many hours to full charge assuming a battery level at 0%, 10%, 20% and 50%?
  - c. Does your company use Lead-Acided type batteries or Lithium-Ion batteries or both? Describe the benefits of the batteries used and any maintenance requirements, charging requirements and life-cycle requirements.
- (c) Describe your company's braking system related to performance against specifications of the components? Describe the quality of the brake pads. Describe if there are optional premium brake pads. If so, please provide cost in Price section of Proposer's response.
- (d) Describe the construction materials for the body and sun canopy and how these materials resist impacts, adverse weather, fading, chipping. Etc.
- (e) Describe any additional construction materials or components which improve the quality of Proposer's product.
- (f) Describe the range in miles and/or hours for each proposed vehicle assuming the following example hours of use per day: 4 hours, 6 hours, 8 hours and 10 hours.

- (g) Provide the written recommendations for Preventive Maintenance schedules, including each maintenance part and the labor hours required to complete. All costs for such preventative maintenance shall be included in the Price section of Proposer's response.
- (h) Describe locations and availability of replacement parts and provide the maximum time required to provide and install replacement parts. Additionally, provide the estimated dollar value of Proposer's parts inventory.

**SECTION IV**  
**SPECIAL INSTRUCTIONS AND CONDITIONS**  
**REQUEST FOR PROPOSALS NO. EV2024**

There are no Special Conditions and Instructions to Bidders for this RFP.

**AUTHORIZED SIGNATURE FORM**

By submission of the RFP, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- Proposer will not withdraw the Proposal for ninety (90) days.
- By the below signature, I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: \_\_\_\_\_

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

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

Business/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

E-mail Address for Purchase Orders: \_\_\_\_\_

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

**NO PROPOSAL RESPONSE FORM**

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

**Senior Buyer: Art Roberson, CPPB Telephone: (816) 513-0778**

**Return by Fax: (816) 513-1156**

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Due Date: **10/14/14**

Number: **EV2024**

Description: **UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the City.
- 4. Other (comment below or provide your response on your business/firm letterhead).

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Business/Firm Name: \_\_\_\_\_ Supplier No.: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**STANDARD CITY CONTRACT**

**MASTER CONTRACT FOR PRODUCT - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.:** EV2024

**TITLE/DESCRIPTION:** UTILITY, TRANSPORTATION, GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated \_\_\_\_\_ that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. \_\_\_\_\_ that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) Initial Term. The initial term of this Contract shall begin on \_\_\_\_\_, \_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_\_. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

**Sec. 3. Compensation.**

- A. The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed \$\_\_\_\_\_. CITY shall pay CONTRACTOR on the following basis: **(Fill in how the Contractor is to be paid. For example, by the hour or by the job. Do not use a contingency fee arrangement unless this is the standard industry practice used to compensate the Contractor. Examples: Debt collection, real estate agents, etc.)**
- B. CONTRACTOR shall bill the CITY, in a form acceptable to the CITY, on the following basis: monthly, one time; other. **(select when the CONTRACTOR will bill the CITY and delete all others)**
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

**Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.



- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

**Sec. 6. Representations and Warranties of Contractor.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.

- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this Contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

- (a) For purposes of this Section:
  - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. CONTRACTOR shall:

- (a) Submit, in print or electronic format, a copy of CONTRACTOR's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

CITY has the right to take action as directed by CITY'S Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 3 of CITY's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further contracts funded by CITY for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$123,500.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Service of Process.** In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

**Sec. 18. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                   City of Kansas City, Missouri  
  Procurement Services Division  
  414 East 12th Street, 1st Floor, Room 102 W  
  Kansas City, Missouri 64106  
  Attention: Cedric Rowan, Manager, C.P.M, Manager  
  Telephone: (816) 513-1592  
  Facsimile: (816) 513-1156

With copies to:                   William Geary, Esq.  
  City Attorney  
  Law Department of Kansas City, Missouri  
  414 East 12th Street, 28th Floor  
  Kansas City, Missouri 64106  
  Telephone: (816) 513-3118

If to the CONTRACTOR: (INSERT Name and Complete Address)

**Sec. 19. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
  - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 20. Indemnification for Professional Negligence.** If this Contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

## Sec. 21. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
  4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be cancelled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 22. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 23. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 24. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

**Sec. 25. Assignability and Subcontracting.**

- (a) Assignability. CONTRACTOR shall not assign or transfer any part or all of CONTRACTOR's obligation or interest in this Contract without prior written approval of CITY. If CONTRACTOR shall assign or transfer any of its obligations or interests under this Contract without the CITY's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit CONTRACTOR from subcontracting as otherwise provided for herein.
- (b) Subcontracting. CONTRACTOR shall not subcontract any part or all of CONTRACTOR's obligations or interests in this Contract unless the subcontractor has been identified in a format required by CITY. If CONTRACTOR shall subcontract any part of CONTRACTOR's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve CONTRACTOR of any of its responsibilities under the Contract, and CONTRACTOR shall remain responsible to CITY for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. CITY shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by CONTRACTOR, and to require that any subcontractor cease working under this Contract. CITY's right shall be exercisable in its sole and subjective discretion. CITY shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. CONTRACTOR shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing CONTRACTOR's services hereunder.

**Sec. 26. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.



**Sec. 27. Intellectual Property Rights.** CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works (“copyrightable works”) conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

**Sec. 28. Minority and Women’s Business Enterprises.** CITY is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City’s Minority and Women’s Business Enterprise Program as enacted in CITY’S Code Sections 38-84 through 38-100.8 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment No. \_**. If CONTRACTOR fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this CONTRACTOR utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR’S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of CITY’s Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 29. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**Sec. 30. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(Date)

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

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

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

**SECTION V**  
**ATTACHMENTS**

**ATTACHMENT NO. I**

**SAMPLE SPECIFICATION PRICING**

See Excel spreadsheet Attachment No. 1 Sample Specification Pricing.



I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

**ATTACHMENT NO. 3**

**REFERENCES**

**PROPOSER REFERENCES FROM CLIENTS**

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that at least one (1) client reference be a government sector client.

The Proposer is required to have each client reference complete the question section of this Reference form and return as a part of its Proposal.

**The Proposer is required to include the three (3) references in the Proposal submitted to the City.**

**CITY OF KCMO REFERENCE CHECK**

**GENERAL INFORMATION**

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

**REFERENCE CHECK INFORMATION**

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	



**To submit a reference, please have client reference respond to the following questions:**

1. What services did the Business/Firm provide for you?
2. Were the services performed satisfactorily?
3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.
5. Was the account service satisfactory?
6. What was included in the account service?
7. Were you happy with the cost of your services?
8. Are you still using this Business/Firm for these services?
9. Do you plan to continue this relationship?
10. Additional Comments:

---

Name of Client Contact (Print)

---

Signature and Date

**SECTION VI**

**U.S. COMMUNITIES INFORMATION**

**REQUEST FOR PROPOSALS NO. EV2024**

**1. SUPPLIER QUALIFICATIONS**

**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, 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 the Administration Agreement, 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 direct 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 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, Supplier grants to U.S. Communities an express license to reproduce and use 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 best government pricing, (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 regional or district managers 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 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. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, 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

## 2. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in Section VI) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.**

**3. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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\_\_\_\_
  
- 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\_\_\_\_
  
- D. Did your company have sales greater than \$25 million last year in the United States?  
YES\_\_\_\_ NO\_\_\_\_
  
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet 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)



4. **NEW SUPPLIER IMPLEMENTATION CHECKLIST**

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>1. First Conference Call</b>	Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	<b>One Week</b>
<b>2. Second Conference Call</b>	Review Contract Commitments	<b>One Week</b>
<b>3. Executed Legal Documents</b>	U.S. Communities Administration Agreement Lead Public Agency agreement signed	<b>One Week</b>
<b>4. Supplier Login Established</b>	Complete Supplier Set Up form Complete user account & user ID form	<b>One Week</b>
<b>5. Initial Sr. Management Meeting</b>	Implementation Process Progress U.S. Communities & Supplier Organizational Overview Supplier Manager to review and further discuss commitments	<b>Two Weeks</b>
<b>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</b>	Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations with NAM and lead referral person	<b>Two Weeks</b>
<b>7. Review Top Joint Target Opportunities</b>	Top 10 local contracts Review top U.S. Communities Participating Public Agencies (PPA)	<b>Four Weeks</b>
<b>8. Program Contact Requirements</b>	Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	<b>One Week</b>

<b>9. Web Development</b>		
	Initiate IT contact	<b>One Week</b>
	Initiate E-Commerce Conversation	<b>One Week</b>
	Begin Website construction	<b>Two Weeks</b>
	Website final edit	<b>Five Weeks</b>
	Product upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>		
	Program Manager (PM) briefing - Coordinate with NAM	<b>Five Weeks</b>
NAM	Initial remote WebEx training for all sales - Coordinate with	<b>Three Weeks</b>
	Establish 90-day face-to-face training plan/strategy session for all sales –with NAM & PM	<b>Two Weeks</b>
	Top 10 metro areas - Coordinate with NAM & PM	<b>Four Weeks</b>
	Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
<b>11. Marketing</b>		<b>Six Weeks</b>
	General announcement	
	1 Page Summary with Supplier contacts	
	Branding of program	
	Supplier handbook	
	Announcement to AB and Sponsors	

**5. SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;

Example:

<b>NUMBER OF SALES REPRESENTATIVES</b>	<b>CITY</b>	<b>STATE</b>
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.
<b>Total: 366</b>		

2. Number and location of company distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2011, 2012, AND 2013</b>			
<b>Segment</b>	<b>2011 Sales</b>	<b>2012 Sales</b>	<b>2013 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

5. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

### **Distribution**

1. Describe how your company proposes to distribute the Products and Services nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user. Include company/dealer name(s), location(s), and coverage area.
3. Describe how your company services Participating Public Agencies. Does your company services the Products or is service performed by other companies/dealers?
4. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
5. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
6. 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.

### **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.

5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III, Scope Requirements of the RFP. The primary objective is for each Proposer to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products, if applicable.
5. State the percentage of your product that is made in the United States.
6. Describe the capacity of your company to offer leasing of product along with details on how leasing would be performed.
7. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
8. 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 Utility, Transportation, Golf Vehicles and Related Accessories, Equipment, Parts 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. What is your company's resolution process for vehicles which repeatedly fail to meet standards of quality and performance. At what point does your company replace the vehicle?
5. Describe and provide any product or service warranties.

## **Administration**

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, 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 your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
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.

## **National Staffing Plan**

1. A staffing plan is required which describes the Proposer'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 VI, 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.

**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.

## 6. 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 as the administrative agent 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 payments to be made hereunder and 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 including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by 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 (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 this Agreement or 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 both 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), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

(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 conduct training sessions with Supplier and shall 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 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 direct 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 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 best government pricing, (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 regional or district managers 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 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

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 up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. 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. 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.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) 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.

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 up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

<b>Report Name</b>	<b>Follow up with U.S. Communities</b>
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager



Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

### MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
2999 Oak Road, Suite 710  
Walnut Creek, California 94597  
Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.5 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.

6.6 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.

6.7 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.

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

6.9 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.

6.10 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 Kansas City, Missouri, Master Agreement/Contract to be attached at time of 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	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	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.	Optional	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												

**7. MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“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 and made a part hereof.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 the Intergovernmental Cooperation Act as may be 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
5. That a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.



**8. 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](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

**State of Oregon, State of Hawaii, State of Washington**

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

Kealakekua  
Kealia  
Keauhou  
Kekaha  
Kihei  
Kilauea  
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  
Paauiilo  
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

**State:** HI  
**Account Type:** K-12 (14 records)

Mālama Honua Public Charter School  
ST JOHN THE BAPTIST

Waimanalo Elementary and Intermediate School  
Kailua High School  
PACIFIC BUDDHIST ACADEMY  
HAWAII TECHNOLOGY ACADEMY  
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.

MARYKNOLL SCHOOL  
ISLAND SCHOOL  
KE KULA O S. M. KAMAKAU  
KAMEHAMEHA SCHOOLS  
HANAHAU`OLI SCHOOL  
EMMANUAL LUTHERAN SCHOOL  
Our Savior Lutheran School

**Account Type: County (3 records)**

BOARD OF WATER SUPPLY  
MAUI COUNTY COUNCIL  
Honolulu Fire Department

**Account Type: Non-Profit (68 records)**

Lanai Community Health Center  
Maui High Band Booster Club  
Naalehu Assembly of God  
University of the Nations  
outrigger canoe club  
One Kalakaua  
Native Hawaiian Hospitality Association  
St. Theresa School  
Hawaii Peace and Justice  
Kauai Youth Basketball Association  
NA HALE O MAUI  
LEEWARD HABITAT FOR HUMANITY  
WAIANAE COMMUNITY OUTREACH  
NA LEI ALOHA FOUNDATION  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION  
LANAKILA REHABILITATION CENTER INC.  
POLYNESIAN CULTURAL CENTER  
CTR FOR CULTURAL AND TECH INTERCHNG  
BETW EAST AND WEST  
BISHOP MUSEUM  
ALCOHOLIC REHABILITATION SVS OF HI INC  
DBA HINA MAUKA  
ASSOCIATION OF OWNERS OF KUKUI PLAZA  
MAUI ECONOMIC DEVELOPMENT BOARD  
NETWORK ENTERPRISES, INC.  
HONOLULU HABITAT FOR HUMANITY  
ALOHACARE

ORI ANUENUE HALE, INC.  
IUPAT, DISTRICT COUNCIL 50  
GOODWILL INDUSTRIES OF HAWAII, INC.  
HAROLD K.L. CASTLE FOUNDATION  
MAUI ECONOMIC OPPORTUNITY, INC.  
EAH, INC.  
PARTNERS IN DEVELOPMENT FOUNDATION  
HABITAT FOR HUMANITY MAUI  
W. M. KECK OBSERVATORY  
HAWAII EMPLOYERS COUNCIL  
HAWAII STATE FCU  
MAUI COUNTY FCU  
PUNAHOU SCHOOL  
YMCA OF HONOLULU  
EASTER SEALS HAWAII  
AMERICAN LUNG ASSOCIATION  
Hawaii Area Committee  
St. Francis Medical Center  
READ TO ME INTERNATIONAL FOUNDATION  
MAUI FAMILY YMCA  
WAILUKU FEDERAL CREDIT UNION  
ST. THERESA CHURCH  
HALE MAHAOLU  
West Maui Community Federal Credit Union  
Hawaii Island Humane Society  
Kama'aina Care Inc  
Tutu and Me Traveling Preschool  
First United Methodist Church  
AOAO Royal Capitol Plaza  
Kumpang Lanai  
Child and Family Service  
MARINE SURF WAIKIKI, INC.  
Hawaii Health Connector  
Hawaii Carpenters Market Recovery Program  
Fund  
Puu Heleakala Community Association  
Saint Louis School  
Kailua Racquet Club, Ltd.  
Homewise Inc.  
Hawaii Baptist Academy  
prod test kindly ignore HI - DP  
Kroc Center Hawaii

**Account Type: College and University (7 records)**

ARGOSY UNIVERSITY  
HAWAII PACIFIC UNIVERSITY  
UNIVERSITY OF HAWAII AT MANOA  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
University Clinical Research and Association  
CHAMINADE UNIVERSITY OF HONOLULU

**Account Type: Other (6 records)**

Hawaii Information Consortium  
TURTLE BAY RESORT GOLF CLUB  
Leeward Community Church  
E Malama In Keiki O Lanai  
Angels at Play Preschool & Kindergarten  
Queen Emma Gardens AOA

**Account Type: City (1 record)**

COUNTY OF MAUI

**Account Type: Community College (2 records)**

Honolulu Community College  
COLLEGE OF THE MARSHALL ISLANDS

**Account Type: State Agency (11 records)**

DOT Airports Division Hilo International Airport  
Judiciary - State of Hawaii  
STATE OF HAWAII, DEPT. OF EDUCATION  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
HAWAII AGRICULTURE RESEARCH CENTER  
STATE OF HAWAII  
Third Judicial Circuit - State of Hawaii

**Account Type: Consolidated City/County (2 records)**

CITY AND COUNTY OF HONOLULU  
Lanai Youth Center

**Account Type: Federal (2 records)**

US Navy  
Defense Information System Agency

**State: OR**

**Account Type: K-12 (209 records)**

VALLEY CATHOLIC SCHL  
CROOK COUNTY SCHOOL DISTRICT  
CORBETT SCHL DIST #39  
Bethel School District #52  
St. Therese Parish/School  
Portland YouthBuilders  
Wallowa County ESD  
Fern Ridge School District 28J  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL OREGON  
NEAH-KAH-NIE DISTRICT NO.56  
INTER MOUNTAIN ESD  
STANFIELD SCHOOL DISTRICT  
LA GRANDE SCHOOL DISTRICT  
CASCADE SCHOOL DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
hillsboro school district  
GASTON SCHOOL DISTRICT 511J  
BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
GEN CONF OF SDA CHURCH WESTERN OR  
PORTLAND ADVENTIST ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26

ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY  
Santiam Canyon SD 129J  
WEST HILLS COMMUNITY CHURCH  
BANKS SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR  
ESD  
HARNEY EDUCATION SERVICE DISTRICT  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SILVER FALLS SCHOOL DISTRICT  
St Helens School District  
DAYTON SCHOOL DISTRICT NO.8  
Amity School District 4-J  
SCAPPOOSE SCHOOL DISTRICT 1J  
REEDSPORT SCHOOL DISTRICT  
FOREST GROVE SCHOOL DISTRICT  
DAVID DOUGLAS SCHOOL DISTRICT  
LOWELL SCHOOL DISTRICT NO.71  
TIGARD-TUALATIN SCHOOL DISTRICT  
SHERWOOD SCHOOL DISTRICT 88J  
RAINIER SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
MONROE SCHOOL DISTRICT NO.1J  
CHILDPEACE MONTESSORI  
HEAD START OF LANE COUNTY  
HARNEY COUNTY SCHOOL DIST. NO.3  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
ARCHBISHOP FRANCIS NORBERT BLANCHET  
SCHOOL  
LEBANON COMMUNITY SCHOOLS NO.9  
MT.SCOTT LEARNING CENTERS  
SEVEN PEAKS SCHOOL  
DE LA SALLE N CATHOLIC HS  
MULTISENSORY LEARNING ACADEMY  
MITCH CHARTER SCHOOL  
REALMS CHARTER SCHOOL  
BAKER SCHOOL DISTRICT 5-J  
PHILOMATH SCHOOL DISTRICT  
CLACKAMAS EDUCATION SERVICE DISTRICT  
CANBY SCHOOL DISTRICT

OREGON TRAIL SCHOOL DISTRICT NO.46  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
MOLALLA RIVER SCHOOL DISTRICT NO.35  
ESTACADA SCHOOL DISTRICT NO.108  
GLADSTONE SCHOOL DISTRICT  
ASTORIA SCHOOL DISTRICT 1C  
SEASIDE SCHOOL DISTRICT 10  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
VERNONIA SCHOOL DISTRICT 47J  
SOUTH COAST EDUCATION SERVICE DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COOS BAY SCHOOL DISTRICT  
NORTH BEND SCHOOL DISTRICT 13  
COQUILLE SCHOOL DISTRICT 8  
MYRTLE POINT SCHOOL DISTRICT NO.41  
BANDON SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-  
C  
REDMOND SCHOOL DISTRICT  
DESCHUTES COUNTY SD NO.6 - SISTERS SD  
DOUGLAS EDUCATION SERVICE DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
GLIDE SCHOOL DISTRICT NO.12  
SOUTH UMPQUA SCHOOL DISTRICT #19  
YONCALLA SCHOOL DISTRICT NO.32  
ELKTON SCHOOL DISTRICT NO.34  
DOUGLAS COUNTY SCHOOL DISTRICT 116  
HOOD RIVER COUNTY SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NO.4  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
JACKSON CO SCHOOL DIST NO.9  
ROGUE RIVER SCHOOL DISTRICT NO.35  
MEDFORD SCHOOL DISTRICT 549C  
CULVER SCHOOL DISTRICT NO.  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
GRANTS PASS SCHOOL DISTRICT 7  
LOST RIVER JR/SR HIGH SCHOOL  
KLAMATH FALLS CITY SCHOOLS  
LANE COUNTY SCHOOL DISTRICT 4J  
SPRINGFIELD SCHOOL DISTRICT NO.19  
CRESWELL SCHOOL DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
LANE COUNTY SCHOOL DISTRICT 69

SIUSLAW SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
ONTARIO MIDDLE SCHOOL  
GERVAIS SCHOOL DIST. #1  
NORTH SANTIAM SCHOOL DISTRICT 29J  
JEFFERSON SCHOOL DISTRICT  
SALEM-KEIZER PUBLIC SCHOOLS  
MT. ANGEL SCHOOL DISTRICT NO.91  
MARION COUNTY SCHOOL DISTRICT 103 -  
WASHINGTON ES  
MORROW COUNTY SCHOOL DISTRICT  
MULTNOMAH EDUCATION SERVICE DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO. 2  
CENTRAL SCHOOL DISTRICT 13J  
St. Mary Catholic School  
CROSSROADS CHRISTIAN SCHOOL  
ST. ANTHONY SCHOOL  
HERITAGE CHRISTIAN SCHOOL  
BEND-LA PINE SCHOOL DISTRICT  
GLENDALE SCHOOL DISTRICT  
LINCOLN COUNTY SCHOOL DISTRICT  
PORTLAND PUBLIC SCHOOLS  
REYNOLDS SCHOOL DISTRICT  
CENTENNIAL SCHOOL DISTRICT  
NOBEL LEARNING COMMUNITIES  
St. Stephen's Academy  
Salem-Keizer 24J  
McKay High School  
Pine Eagle Charter School  
Waldo Middle School  
hermiston school district  
Clear Creek Middle School  
Marist High School  
Victory Academy  
Vale School District No. 84  
St. Mary School  
Junction City High School  
Three Rivers School District  
Pedee School  
Fern Ridge School District  
Ppmc Education Committee

JESUIT HIGH SCHL EXEC OFC  
LASALLE HIGH SCHOOL  
Southwest Christian School  
Stayton Christian School  
Willamette Christian School  
Westside Christian High School  
CS LEWIS ACADEMY  
Portland America School  
Forest Hills Lutheran School  
Sunrise Preschool  
Mosier Community School  
Koreducators Lep High  
Warrenton Hammond School District  
Sutherlin School District  
Malheur Elementary School District  
Ontario School District  
Parkrose School District 3  
Riverdale School District 51J  
Tillamook School District  
Trinity Lutheran Church and School  
Siletz Valley School  
Madeleine School  
South Columbia Family School  
Union School District  
Helix School District  
Corvallis School District 509J  
Falls City School District #57  
Portland Christian Schools  
Deer Creek Elementary School  
Yamhill Carlton School District  
HARRISBURG SCHL DIST  
BNAI BRITH CAMP  
OREGON FOOD BANK  
ABIQUA SCHL  
Imbler School District #11  
monument school  
St. Paul School District  
St Paul Parish School  
EagleRidge High School  
Northwest Academy  
L'Etoiile French Immersion School  
Marist Catholic High School  
Elgin school dist.

PLEASANT HILL SCH DIST #1  
Ukiah School District 80R  
North Powder Charter School  
French American School  
Mastery Learning Institute  
North Lake School District 14  
Early College High School

**Account Type: County (46 records)**

GILLIAM COUNTY OREGON  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
UMATILLA COUNTY, OREGON  
MULTNOMAH LAW LIBRARY  
clackamas county  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
coos county  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
GILLIAM COUNTY  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
jackson county  
josephine county  
klamath county  
LANE COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MULTNOMAH COUNTY  
SHERMAN COUNTY  
WASCO COUNTY  
YAMHILL COUNTY  
WALLOWA COUNTY  
ASSOCIATION OF OREGON COUNTIES  
NAMI LANE COUNTY  
BENTON COUNTY  
DOUGLAS COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
POLK COUNTY

UNION COUNTY  
WASHINGTON COUNTY  
MORROW COUNTY  
NORCOR Juvenile Detention  
Tillamook County Estuary  
Job Council  
Mckenzie Personnel Services  
Columbia Basin Care Facility  
BAKER CNTY GOVT  
TILLAMOOK CNTY  
Wheeler County  
Clackamas County Juvenile Dept

**Account Type: Non-Profit (517 records)**

Tamarack Aquatic Center  
Seven Feathers Casino  
Long Tom Watershed Council  
San Martin Deporres Catholic Church  
Portland Parks Foundation  
Mt Emily Safe Center  
Salem First Presbyterian Church  
Rolling Hills Baptist Church  
Baker Elks  
Gates Community Church of Christ  
PIP Corps LLC  
Turtle Ridge Wildlife Center  
Grande Ronde Model Watershed Foundation  
Western Environmental Law Center  
Mercy Flights, Inc.  
HHoly Trinity Greek Orthodox Cathedral  
MECOP Inc.  
Beaverton Christians Church  
Oregon Humanities  
St. Pius X School  
Community Connection of Northeast Oregon, Inc.  
Living Opportunities, Inc.  
Coos Art Museum  
OETC  
Blanchet House of Hospitality  
Merchants Exchange of Portland, Oregon  
Coalition for a Livable Future  
Central Oregon Visitors Association

Soroptimist International of Gold Beach, OR  
Real Life Christian Church  
Delphian School  
AVON  
EPUD-Emerald People's Utility District  
Human Solutions, Inc.  
The Wallace Medical Concern  
Boys & Girls Club of Salem, Marion & Polk  
Counties  
The Ross Ragland Theater and Cultural Center  
Cascade Health Solutions  
Umpqua Community Health Center  
ALZHEIMERS NETWORK OF OREGON  
NATIONAL WILD TURKEY FEDERATION  
TILLAMOOK ESTUARIES PARTNERSHIP  
LIFEWORKS NW  
COLLEGE HOUSING NORTHWEST  
PARALYZED VETERANS OF AMERICA  
Independent Development Enterprise Alliance  
MID-WILLAMETTE VALLEY COMMUNITY  
ACTION AGENCY, INC  
HALFWAY HOUSE SERVICES, INC.  
REDMOND PROFICIENCY ACADEMY  
OHSU FOUNDATION  
SHELTERCARE  
PRINGLE CREEK SUSTAINABLE LIVING CENTER  
PACIFIC INSTITUTES FOR RESEARCH  
Mental Health for Children, Inc.  
The Dreaming Zebra Foundation  
LAUREL HILL CENTER  
THE OREGON COMMUNITY FOUNDATION  
OCHIN  
WE CARE OREGON  
SE WORKS  
ENTERPRISE FOR EMPLOYMENT AND  
EDUCATION  
OMNIMEDIX INSTITUTE  
PORTLAND BUSINESS ALLIANCE  
GATEWAY TO COLLEGE NATIONAL NETWORK  
FOUNDATIONS FOR A BETTER OREGON  
GOAL ONE COALITION  
ATHENA LIBRARY FRIENDS ASSOCIATION  
Coastal Family Health Center  
CENTER FOR COMMUNITY CHANGE

STAND FOR CHILDREN  
ST. VINCENT DEPAUL OF LANE COUNTY  
EAST SIDE FOURSQUARE CHURCH  
CORVALLIS MOUNTAIN RESCUE UNIT  
InventSuccess  
SHERIDAN JAPANESE SCHOOL FOUNDATION  
MOSAIC CHURCH  
HOUSING AUTHORITY OF LINCOLN COUNTY  
RENEWABLE NORTHWEST PROJECT  
INTERNATIONAL SUSTAINABLE DEVELOPMENT  
FOUNDATION  
CONSERVATION BIOLOGY INSTITUTE  
THE NATIONAL ASSOCIATION OF CREDIT  
MANAGEMENT-OREGON, INC.  
BLACHLY LANE ELECTRIC COOPERATIVE  
MORNING STAR MISSIONARY BAPTIST  
CHURCH  
NORTHWEST FOOD PROCESSORS  
ASSOCIATION  
INDEPENDENT INSURANCE AGENTS AND  
BROKERS OF OREGON  
OREGON EDUCATION ASSOCIATION  
HEARING AND SPEECH INSTITUTE INC  
SALEM ELECTRIC  
MORRISON CHILD AND FAMILY SERVICES  
JUNIOR ACHIEVEMENT  
CENTRAL BIBLE CHURCH  
MID COLUMBIA MEDICAL CENTER-GREAT 'N  
SMALL  
TRILLIUM FAMILY SERVICES, INC.  
YWCA SALEM  
PORTLAND ART MUSEUM  
SAINT JAMES CATHOLIC CHURCH  
SOUTHERN OREGON HUMANE SOCIETY  
VOLUNTEERS OF AMERICA OREGON  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
METROPOLITAN FAMILY SERVICE  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
FIRST UNITARIAN CHURCH  
ST. ANTHONY CHURCH  
Good Shepherd Medical Center  
Salem Academy  
ST VINCENT DE PAUL  
OUTSIDE IN  
UNITED CEREBRAL PALSY OF OR AND SW WA



WILLAMETTE VIEW INC.  
PORTLAND HABILITATION CENTER, INC.  
OREGON STATE UNIVERSITY ALUMNI  
ASSOCIATION  
Rose Villa  
NORTHWEST LINE JOINT APPRENTICESHIP &  
TRAINING COMMITTEE  
BOYS AND GIRLS CLUBS OF PORTLAND  
METROPOLITAN AREA  
Oregon Research Institute  
WILLAMETTE LUTHERAN HOMES, INC  
LANE MEMORIAL BLOOD BANK  
PORTLAND JEWISH ACADEMY  
LANECO FEDERAL CREDIT UNION  
GRANT PARK CHURCH  
ST. MARYS OF MEDFORD, INC.  
US CONFERENCE OF MENONNITE BRETHREN  
CHURCHES  
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 RESOUCE 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  
CENTRAL OREGON COMMUNITY ACTION  
AGENCY NETWORK  
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  
PROVIDENCE HOOD RIVER MEMORIAL  
HOSPITAL  
SAINT ANDREW NATIVITY SCHOOL  
BARLOW YOUTH FOOTBALL  
SPOTLIGHT THEATRE OF PLEASANT HILL  
FAMILIES FIRST OF GRANT COUNTY, INC.  
TOUCHSTONE PARENT ORGANIZATION  
CANCER CARE RESOURCES  
CASCADIA REGION GREEN BUILDING COUNCIL  
SHERMAN DEVELOPMENT LEAGUE, INC.

SCIENCEWORKS  
WORD OF LIFE COMMUNITY CHURCH  
SOCIAL VENTURE PARTNERS PORTLAND  
OREGON PROGRESS FORUM  
CENTER FOR RESEARCH TO PRACTICE  
WESTERN RIVERS CONSERVANCY  
UNITED WAY OF THE COLUMBIA WILLAMETTE  
EUGENE BALLET COMPANY  
EAST WEST MINISTRIES INTERNATIONAL  
SISKIYOU INITIATIVE  
EDUCATIONAL POLICY IMPROVEMENT CENTER  
North Pacific District of Foursquare Churches  
CATHOLIC CHARITIES  
FIRST CHURCH OF THE NAZARENE  
WESTSIDE BAPTIST CHURCH  
Little Promises Children's Program  
UNION GOSPEL MISSION  
GRACE BAPTIST CHURCH  
COMMUNITY ACTION ORGANIZATION  
OUTSIDE IN  
MAKING MEMORIES BREAST CANCER  
FOUNDATION, INC.  
ELAW  
COMMUNITY HEALTH CENTER, INC  
Greater Portland INC  
Boys & Girls Club of Corvallis  
Southeast Uplift Neighborhood Coalition  
First United Presbyterian Church  
PDX Wildlife  
Jackson-Josephine 4-C Council  
Childsworld Learning Center  
New Artists Performing Arts Productions, Inc.  
Relief Nursery  
Viking Sal Senior Center  
Boys and Girls Club of the rogue valley  
DrupalCon Inc., DBA Drupal Association  
Albany Partnership for Housing and  
Community Development  
Hermiston Christian Center & School  
Dress for Success Oregon  
Beaverton Rock Creek Foursquare Church  
St Paul Catholic Church  
St Mary's Catholic School and Parish  
Polk Soil and Water Conservation District

Street Ministry  
La Grande Church of the Nazarene  
Spruce Villa, Inc.  
House of Prayer for All Nations  
Sacred Heart Catholic Church  
African American Health Coaliton, Inc.  
Happy Canyon Company  
Village Home Education Resource Center  
Monet's Children's Circle  
Cascade Housing Association  
Dayspring Fellowship  
Northwest Habitat Institute  
First Baptist Church  
The Nature Conservancy, Willamette Valley  
Field Office  
Portland Community Reinvestment Initiatives,  
Inc.  
GeerCrest Farm & Historical Society  
College United Methodist Church  
NEDCO  
Salem Evangelical Church  
Daystar Education, Inc.  
Oregon Social Learning Center  
Pain Society of Oregon  
environmental law alliance worldwide  
Community in Action  
Safe Harbors  
FIRST CHRISTIAN CHURCH  
Pacific Classical Ballet  
Depaul Industries  
African American Health Coalition  
Ministerio International Casa  
Jesus Prayer Book  
Workforce Northwest Inc  
Coalition Of Community Health  
New Paradise Worship Center  
River Network  
CCI Enterprises Inc  
Oregon Nurses Association  
GOODWILL INDUSTRIES OF THE COLUMBIA  
WILLAMETTE  
Mount Angel Abbey  
YMCA OF ASHLAND  
YMCA OF COLUMBIA-WILLAMETTE

ASSOCIATION SERVICES

Multnomah Law Library  
 Friends Of Tryon Creek State P  
 Ontrack Inc.  
 Calvin Presbyterian Church  
 HOLT INTL CHILD  
 St John The Baptist Catholic  
 Portland Foursquare Church  
 Portland Christian Center  
 Church Extension Plan  
 Occu Afghanistan Relief Effort  
 EUGENE FAMILY YMCA  
 Christ The King Parish and School  
 Congregation Neveh Shalom  
 Newberg Christian Church  
 First United Methodist Church  
 Zion Lutheran Church  
 Hoodview Christian Church  
 Southwest Bible Church  
 Community Works Inc  
 Masonic Lodge Pearl 66  
 Molalla Nazarene Church  
 Transition Projects, Inc  
 St Michaels Episcopal Church  
 Saint Johns Catholich Church  
 Access Inc  
 Step Forward Activities Inc  
 Lane Arts Council  
 Community Learning Center  
 Old Mill Center for Children and Families  
 Sunny Oaks Inc  
 Little Flower Development Center  
 Hospice Center Bend La Pine  
 P E C I  
 Westside Foursquare Church  
 Relief Nursery Inc  
 Morning Star Community Church  
 MULTNOMAH DEFENDERS INC  
 Providence Health System  
 Holy Trinity Catholic Church  
 Holy Redeemer Catholic Church  
 Alliance Bible Church  
 Mid Columbia Childrens Council

HUMANE SOCIETY OF REDMOND

Intergral Youth Services  
 Our Redeemer Lutheran Church  
 Kbps Public Radio  
 Skyball Salem Keizer Youth Bas  
 Open Technology Center  
 Grace Chapel  
 CHILDREN'S MUSEUM 2ND  
 Oregon District 7 Little League  
 Portland Schools Alliance  
 My Fathers House  
 Solid Rock  
 West Chehalem Friends Church  
 Eugene Creative Care  
 Guide Dogs For The Blind  
 Children Center At Trinity  
 Aldersgate Camps and Retreats  
 St. Katherine's Catholic Church  
 Bags of Love  
 Grand View Baptist Church  
 Green Electronics Council  
 Scottish Rite  
 Western Wood Products Association  
 THE NEXT DOOR  
 NATIONAL PSORIASIS FOUNDATION  
 NEW BEGINNINGS CHRISTIAN CENTER  
 HIGHLAND UNITED CHURCH OF CHRIST  
 OREGON REPERTORY SINGERS  
 HIGHLAND HAVEN  
 FAIR SHARE RESEARCH AND EDUCATION FUND  
 Oregon Satsang Society, Inc., A chartered  
 Affiliate of ECKANKAR , ECKA  
 First Baptist Church of Enterprise  
 The Canby Center  
 Oregon Nikkei Endowment  
 Eastern Oregon Alcoholism Foundation  
 Grantmakers for Education  
 The Spiral Gallery  
 The ALS Association Oregon and SW  
 Washington Chapter  
 Children's Relief Nursery  
 Home Builders  
 Energy Trust of Oregon  
 Oregon Psychoanalytic Center

Store to Door  
Depaul Industries  
Union County Economic Development Corp.  
Camelto Theatre Company  
Camp Fire Columbia  
TAKE III OUTREACH  
Rolling Hills Community Church  
Sandy Seventh-day Adventist Church  
Muddy Creek Charter School  
A FAMILY FOR EVERY CHILD  
1000 FRIENDS OF OREGON  
NONPROFIT ASSOCIATION OF OREGON  
FAMILY CARE INC  
Clean Slate Canine Rescue & Rehabilitation  
St. Martins Episcopal church  
Food for Lane County  
columbia gorge discovery center and museum  
NAMI of Washington County  
The Dalles Art Association  
Temple Beth Israel  
YMCA of Marion and Polk Counties  
Fund For Christian Charity  
Deer Meadow Assisted Living  
Umpqua Basin Water Association  
300 Main Inc  
Southwestern Oregon Public Defender  
Services, Inc.  
Albertina Kerr Centers  
Dufur Christian Church  
St. Matthew Catholic School  
Serendipity Center Inc  
Northwest Family Services  
Network Charter School  
Ride Connecton  
Parenting Now!  
USO Northwest  
Norkenzie Christian Church  
Center for Family Development  
West Salem Foursquare Church  
Mount Pisgah Arboretum  
Lower Columbia Estuary Partnership  
Nehalem Bay House  
p:ear

Health Share of Oregon  
St. Peter Catholic Church  
Mid Willamette Valley Community Action  
A Hope For Autism Foundation  
Breast Friends  
SEPTL Southeast Portland Tool Library  
National Christian Community Foundation  
Willamette Valley Babe Ruth  
Center For Continuous Improvement  
Trillium Sprigs  
Youth Dynamics  
Ashland Art Center  
Apostolic Church of Jesus Christ  
DOUGLAS FOREST PROTECTIVE  
Oregon Lyme Disease Network  
Ecotrust  
SPECIAL MOBILITY SERVICES  
Ronald McDonald House Charities of Oregon &  
Southwest Washington  
Center for Human Development  
DePaul Treatment Centers, Inc.  
Mission Increase Foundation  
THREE RIVERS CASINO  
Yamhill Community Care Organization  
Portland Japanese Garden  
The Madeleine Parish  
The Tucker-Maxon Oral School  
Southwest Neighborhoods, Inc  
Wallowa Valley Center For Wellness  
KIDS INTERVENTION AND DIAGNOSTIC CENTER  
Portland Yacht Club  
League of Women Voters  
Portland Oregon Visitors Association  
Southern Oregon Project Hope  
Our United Villages  
Samaritan Health Services Inc.  
Kilchis House  
Grace Lutheran School  
Western Mennonite School  
OEA CHOICE TRUST  
American Tinnitus Association  
Unitus Community Credit Union  
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT  
DISTRICT OF OREGON

THE MILL CASINO

**Account Type: College and University (30 records)**

Oregon State University  
 Treasure Valley Community College  
 Unviersity of Oregon  
 OREGON UNIVERSITY SYSTEM  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 GEORGE FOX UNIVERSITY  
 LEWIS AND CLARK COLLEGE  
 PACIFIC UNIVERSITY  
 REED COLLEGE  
 WILLAMETTE UNIVERSITY  
 LINFIELD COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NORTHWEST CHRISTIAN COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 PORTLAND STATE UNIV.  
 CLACKAMAS COMMUNITY COLLEGE  
 MARYLHURST UNIVERSITY  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 pacific u  
 UNIVERSITY OF OREGON  
 CONCORDIA UNIV  
 Marylhurst University  
 Corban College  
 Oregon Center For Advanced T  
 Portland Actors Conservatory  
 University Of Oregon Athletics Department  
 Beta Omega Alumnae  
 Oregon Institute of Technology

**Account Type: Other (53 records)**

Umatilla Electric Cooperative  
 Clackamas River Water Providers  
 eickhoff dev co inc  
 The Klamath Tribe  
 Life Flight Network LLC  
 COVENANT RETIREMENT COMMUNITIES  
 PENTAGON FEDERAL CREDIT UNION

SAIF CORPORATION

GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
 LANE ELECTRIC COOPERATIVE  
 USAGENCIES CREDIT UNION  
 DOUGLAS ELECTRIC COOPERATIVE, INC.  
 ROGUE FEDERAL CREDIT UNION  
 PACIFIC CASCADE FEDERAL CREDIT UNION  
 PACIFIC STATES MARINE FISHERIES COMMISSION  
 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
 MID COLUMBIA COUNCIL OF GOVERNMENTS  
 CLACKAMAS RIVER WATER  
 GRANTS PASS MANAGEMENT SERVICES, DBA SPIRIT WIRELESS  
 Clatskanie People's Utility District  
 Ricoh USA  
 Heartfelt Obstetrics & Gynecology  
 Coquille Economic Development Corporation  
 Cintas  
 CITY/COUNTY INSURANCE SERVICE  
 PIONEER COMMUNITY DEVELOPMENT  
 Cornerstone Association Inc  
 COMMUNITY CYCLING CENTER  
 NPKA  
 Shangri La  
 Portland Impact  
 Eagle Fern Camp  
 NORTHWEST VINTAGE CAR AND MOTORCYCLE  
 K Churchill Estates  
 Cvalco  
 KLAMATH FAMILY HEAD START  
 RIVER CITY DANCERS  
 Oregon Permit Technical Association  
 KEIZER EAGLES AERIE 3895  
 Pgma/Cathie Bourne  
 Astra  
 CSC HEAD START  
 Beit Hallel  
 Oregon Public Broadcasting  
 La Grande Family Practice  
 SELCO Community Credit Union  
 Sphere MD  
 Halsey-Shedd Fire District

First Presbyterian Church of La Grande  
A&I Benefit Plan Administrators, Inc.  
crescent grove cemetery  
EOU - NEOAHEC

**Account Type: City Special District (22 records)**

Molalla Rural Fire Protection District  
MONMOUTH - INDEPENDENCE NETWORK  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
TILLAMOOK PEOPLES UTILITY DISTRICT  
GLADSTONE POLICE DEPARTMENT  
GOLD BEACH POLICE DEPARTMENT  
THE NEWPORT PARK AND RECREATION CENTER  
RIVERGROVE WATER DISTRICT  
WEST VALLEY HOUSING AUTHORITY  
TUALATIN VALLEY FIRE & RESCUE  
GASTON RURAL FIRE DEPARTMENT  
CITY COUNTY INSURANCE SERVICES METRO  
Roseburg Police Department  
SOUTH SUBURBAN SANITARY DISTRICT  
OAK LODGE SANITARY DISTRICT  
SOUTH FORK WATER BOARD  
SUNSET EMPIRE PARK AND RECREATION  
SPRINGFIELD UTILITY BOARD  
Tillamook Urban Renewal Agency  
Netarts Water District  
Boardman Rural Fire Protection District

**Account Type: Independent Special District (45 records)**

Silverton Fire District  
Lewis and Clark Rural Fire Protection District  
Rainbow Water District  
Illinois Valley Fire District  
PORT OF TILLAMOOK BAY  
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
METROPOLITAN EXPOSITION-RECREATION COMMISSION  
REGIONAL AUTOMATED INFORMATION NETWORK

OAK LODGE WATER DISTRICT  
THE PORT OF PORTLAND  
WILLAMALANE PARK AND RECREATION DISTRICT  
TUALATIN VALLEY WATER DISTRICT  
UNION SOIL & WATER CONSERVATION DISTRICT  
LANE EDUCATION SERVICE DISTRICT  
TUALATIN HILLS PARK AND RECREATION DISTRICT  
PORT OF SIUSLAW  
CHEHALEM PARK AND RECREATION DISTRICT  
PORT OF ST HELENS  
LANE TRANSIT DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
HOODLAND FIRE DISTRICT NO.74  
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
Banks Fire District #13  
KLAMATH COUNTY 9-1-1  
GLENDALE RURAL FIRE DISTRICT  
COLUMBIA 911 COMMUNICATIONS DISTRICT  
NW POWER POOL  
Lowell Rural Fire Protection District  
TriMet Transit  
Estacada Rural Fire District  
Keizer Fire District  
State Accident Insurance Fund Corporation  
Bend Metro Park & Recreation District  
Port of Hood River  
La Pine Park & Recreation District  
Siuslaw Public Library District  
Columbia River Fire & Rescue  
Fern Ridge Library District  
Seal Rock Water District  
Rockwood Water P.U.D.  
Tillamook Fire District  
Tillamook County Transportation Dist  
Central Lincoln People's Utility District  
Jefferson Park and Recreation

**Account Type: City (139 records)**

City of Monmouth / Public Works

McMinnville Police Department	CITY OF OREGON CITY
Brookings Fire / Rescue	CITY OF PILOT ROCK
City of Veneta	CITY OF POWERS
CITY OF DAMASCUS	RAINIER POLICE DEPARTMENT
Hermiston Fire & Emergency Svcs	CITY OF REEDSPORT
CEDAR MILL COMMUNITY LIBRARY	CITY OF RIDDLE
CITY OF LAKE OSWEGO	CITY OF SCAPPOOSE
EUGENE WATER & ELECTRIC BOARD	CITY OF SEASIDE
LEAGUE OF OREGON CITIES	CITY OF SILVERTON
CITY OF SANDY	CITY OF STAYTON
CITY OF ASTORIA OREGON	City of Troutdale
CITY OF BEAVERTON	CITY OF TUALATIN, OREGON
CITY OF BOARDMAN	CITY OF WARRENTON
CITY OF CANBY	CITY OF WEST LINN/PARKS
CITY OF CANYONVILLE	CITY OF WOODBURN
CITY OF CENTRAL POINT POLICE DEPARTMENT	CITY OF TIGARD, OREGON
CITY OF CLATSKANIE	CITY OF AUMSVILLE
CITY OF CONDON	CITY OF PORT ORFORD
CITY OF COOS BAY	CITY OF EAGLE POINT
CITY OF CORVALLIS	CITY OF WOOD VILLAGE
CITY OF CRESWELL	St. Helens, City of
CITY OF ECHO	CITY OF WINSTON
CITY OF ESTACADA	CITY OF COBURG
CITY OF EUGENE	CITY OF NORTH PLAINS
CITY OF FAIRVIEW	CITY OF GERVAIS
CITY OF GEARHART	CITY OF YACHATS
CITY OF GOLD HILL	FLORENCE AREA CHAMBER OF COMMERCE
CITY OF GRANTS PASS	PORTLAND DEVELOPMENT COMMISSION
CITY OF GRESHAM	CITY OF CANNON BEACH OR
CITY OF HILLSBORO	CITY OF ST. PAUL
CITY OF HOOD RIVER	CITY OF ADAIR VILLAGE
CITY OF JOHN DAY	CITY OF WILSONVILLE
CITY OF KLAMATH FALLS	HOUSING AUTHORITY OF THE CITY OF SALEM
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 ASHLAND  
CITY OF LEBANON  
CITY OF PORTLAND  
CITY OF SALEM  
CITY OF SPRINGFIELD  
CITY OF BURNS  
CITY OF COTTAGE GROVE  
CITY OF DALLAS  
CITY OF FALLS CITY  
CITY OF PHOENIX  
CITY OF PRAIRIE CITY  
CITY OF REDMOND  
CITY OF SHERWOOD  
City of junction city  
City of Florence  
City of Dayton  
City of Monmouth  
City of Philomath  
City of Sheridan  
Seaside Public Library  
City of Yoncalla  
La Grande Police Department  
Cove City Hall  
Woodburn City Of  
NW PORTLAND INDIAN HEALTH BOARD  
Portland Patrol Services  
City Of Bend  
City Of Coquille  
City Of Molalla  
City Of North Bend  
Columbia Gorge Community  
ROCKWOOD WATER PEOPLE'S UTILITY  
DISTRICT  
City of St. Helens  
City of North Powder  
City of Cornelius, OR  
Toledo Police Department  
City of Independence  
City of Baker City  
McMinnville Water & Light  
CITY OF SWEETHOME  
CITY OF THE DALLES  
CLACKAMAS FIRE DIST#1

DESCHUTES PUBLIC LIBRARY  
City of Ontario  
North Lincoln Fire & Rescue #1  
City of Harrisburg  
Gladstone Public Library  
CITY OF LINCOLN CITY  
City of Milton-Freewater  
City of Forest Grove  
City Government  
City of Mt. Angel  
**Account Type: County Special District (27 records)**  
Netarts-Oceanside RFPD  
UIUC  
Rogue River Fire District  
Tillamook County Emergency Communications District  
Southern Coos Hospital  
Oregon Cascades West Council of Governments  
MULTONAH COUNTY DRAINAGE DISTRICT #1  
PORT OF BANDON  
OR INT'L PORT OF COOS BAY  
MID-COLUMBIA CENTER FOR LIVING  
DESCHUTES COUNTY RFPD NO.2  
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT  
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
CENTRAL OREGON IRRIGATION DISTRICT  
MARION COUNTY FIRE DISTRICT #1  
COLUMBIA RIVER PUD  
SANDY FIRE DISTRICT NO. 72  
BAY AREA HOSPITAL DISTRICT  
NEAH KAH NIE WATER DISTRICT  
PORT OF UMPQUA  
EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
Benton Soil & Water Conservation District  
DESCHUTES PUBLIC LIBRARY SYSTEM  
CLEAN WATER SERVICES  
Crooked River Ranch Rural Fire Protection District  
PARROTT CREEK CHILD & FAM

South Lane County Fire And Rescue

**Account Type: Community College (15 records)**

- CENTRAL OREGON COMMUNITY COLLEGE
- UMPQUA COMMUNITY COLLEGE
- LANE COMMUNITY COLLEGE
- MT. HOOD COMMUNITY COLLEGE
- LINN-BENTON COMMUNITY COLLEGE
- SOUTHWESTERN OREGON COMMUNITY COLLEGE
- PORTLAND COMMUNITY COLLEGE
- CHEMEKETA COMMUNITY COLLEGE
- ROGUE COMMUNITY COLLEGE
- COLUMBIA GORGE COMMUNITY COLLEGE
- TILLAMOOK BAY COMMUNITY COLLEGE
- KLAMATH COMMUNITY COLLEGE DISTRICT
- OREGON COMMUNITY COLLEGE ASSOCIATION
- Oregon Coast Community College
- Clatsop Community College

**Account Type: State Agency (36 records)**

- Oregon Forest Resources Institute
- Office of the Ong Term Care Ombudsman
- Oregon State Lottery
- OREGON TOURISM COMMISSION
- OREGON STATE POLICE
- OFFICE OF THE STATE TREASURER
- OREGON DEPT. OF EDUCATION
- SEIU LOCAL 503, OPEU
- OREGON DEPARTMENT OF FORESTRY
- OREGON STATE DEPT OF CORRECTIONS
- OREGON CHILD DEVELOPMENT COALITION
- OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- OREGON OFFICE OF ENERGY
- OREGON STATE BOARD OF NURSING
- BOARD OF MEDICAL EXAMINERS
- OREGON LOTTERY
- OREGON BOARD OF ARCHITECTS
- SANTIAM CANYON COMMUNICATION CENTER
- OREGON DEPT OF TRANSPORTATION
- OREGON TRAVEL INFORMATION COUNCIL
- OREGON DEPARTMENT OF EDUCATION
- OREGON DEPT. OF CORRECTIONS

- DEPARTMENT OF ADMINISTRATIVE SERVICES
- Oregon Tradeswomen
- Oregon Convention Center
- OREGON SCHL BRDS ASSOCIAT
- OREGON DEPARTMENT OF HUMAN SERVICES
- CARE OREGON
- Kdrv Channel 12
- Central Oregon Home Health and Hos
- Oregon Health Care Quality Cor
- Opta Oregon Permit Technician
- HOUSING DEVELOPING CORP
- State of Oregon - Department of Administrative Services
- Aging and People with Disabilities
- STATE OF OREGON

**Account Type: Consolidated City/County (2 records)**

- City of Carlton
- City of Pendleton Convention Center

**Account Type: Federal (6 records)**

- US FISH AND WILDLIFE SERVICE
- Bonneville Power Administration
- Oregon Army National Guard
- USDA Forest Service
- Yellowhawk Tribal Health Center
- ANGELL JOB CORPS

**Account Type: Housing Authority (6 records)**

- Coquille Indian Housing Authority
- HOUSING AUTHORITY OF PORTLAND
- NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
- MARION COUNTY HOUSING AUTHORITY
- Housing Authority of Yamhill County
- The Housing Authority of the County of Umatilla

**9. 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.

## **10. 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



Procurement Services Division  
 City of Kansas City, Missouri  
 1st Floor, Room 102 W, City Hall  
 414 East 12<sup>th</sup> Street  
 Kansas City, Missouri 64106-2793



**U.S. COMMUNITIES™**  
 GOVERNMENT PURCHASING ALLIANCE



## ADDENDUM NO. 1

**NUMBER:** EV2024

**TITLE:** UTILITY, TRANSPORTATION, AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS, AND SERVICE

**DATE DUE:** 10-14-14 BY 1:00 PM (CT)

### TO ALL PROSPECTIVE PROPOSERS:

This Addendum makes the following correction:

Page 9, Paragraph 8:

(a) Question Deadline

- (1) The deadline for questions regarding the RFP is 09/30/2014 at 12:00 Noon (CT), not October 15, 2014 as listed.

**NOTE:** Unless otherwise stated, all other requirements of the RFI are still in effect.

Name: Art Roberson, CPPB

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

Senior Buyer

Date: 09-17-14

I acknowledge receipt of this Addendum No. 1, and that the Proposal is in accordance with the information, instructions, and stipulations set forth herein.

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

Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

---

STATE OF WASHINGTON -- KING COUNTY

--SS.

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315467  
U.S. COMMUNITIES

No.

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

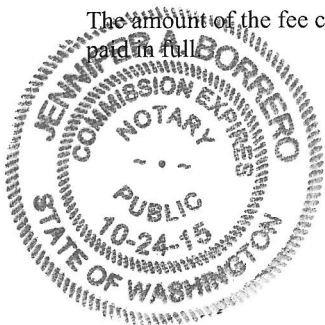
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:UTILITY VEHICLES

was published on

09/17/14 09/18/14 09/19/14 09/20/14 09/22/14 09/23/14 09/24/14

The amount of the fee charged for the foregoing publication is the sum of \$465.50 which amount has been paid in full



*[Signature]*  
\_\_\_\_\_  
Subscribed and sworn to before me on  
09/24/2014  
*[Signature]*  
\_\_\_\_\_

Notary public for the State of Washington,  
residing in Seattle

Affidavit of Publication

## State of Washington, King County

**U.S.  
Communities  
Government  
Purchasing  
Alliance**

**Utility Vehicles  
Proposals Due: October 14**

**RFP No. EV2024 for  
Utility Vehicles**

City of Kansas City, MO (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 1:00 PM local time on October 14, 2014. Additional information may be found at: [www.kcmo.gov](http://www.kcmo.gov).

Date of first publication in the Seattle Daily Journal of Commerce, September 17, 2014.

**9/24(315467)**



City Purchasing



# The Buy Line

City Purchasing Announcements, Current Bid Solicitations & Archives



Citylink.Seattle.gov

Welcome to City Purchasing Blog  
[« Previous post](#)

## U.S. COMMUNITIES: Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services RFP-EV2024

Original Date Posted: September 17, 2014 10:24 am [ShareThis](#)

[Click here to access Request for Proposal EV2024.pdf](#)

RFP Due Date: 10/14/2014 at 1:00 PM (CT)

[Attachment A: Sample Vehicle Summary](#)

**CITY CONTACT PERSONS: General, Technical Questions and Proposal Submissions**

**Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:**

Art Roberson, CPPB  
 Senior Buyer  
 Procurement Services Division  
 City Hall, 1st Floor, Room 102 W  
 414 E. 12th Street, Kansas City, Missouri 64106  
 Office: (816) 513-0778  
 Fax: (816) 513-1156  
 E-mail: art.roberson@kcmo.org

**(a) Question Deadline:**

(1) Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Paragraph 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until 12:00 PM, October 15, 2014.

(2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addenda.

**(b) Questions – Post Deadline**

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Paragraph 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

Pages  
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  - [ITB-SCL-1145 \(RSS\)](#)
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  - [RFP-SDOT-3280 \(RSS\)](#)
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  - [RFP-SPU-3305 \(RSS\)](#)
  - [RFP-SPU-3349 \(RSS\)](#)
  - [RFP-TRN-68 \(RSS\)](#)
  - [ITB-SCL-1007 \(RSS\)](#)
  - [ITB-SCL-20027800 \(RSS\)](#)

**Solicitation ID:** 27770  
**Customer Ref #:** RFP EV2024  
**Title:** Golf Carts & Utility Vehicles - Gas & Electric  
**Contact:** Art Roberson  
**Organization:** Seattle, City of

**Active Date:** 9/30/2014  
**Inactive Date:** 10/14/2014  
**Solicitation Type:** RFP  
**Public:** Yes  
**Estimated Value:** \$50,000,000

**Vendor Details:**

**Commodities:**

Company Name	DBAName	Status	Match Code	Notified	Requested	Responded	Awarded
A & L Sports, Inc. dba Powersports Northwest	Powersports Northwest	SB	Y	9/30/2014			
A & L Supply	A & L Supply		Y	9/30/2014			
A1 energy efficiency consulting, LLC	A1 energy efficiency consulting, LLC	SB	Y	9/30/2014			
abduhrhman kahlout	Delta Trade		Y	9/30/2014			
Ailati Corp	AFSN Inc.		Y	9/30/2014			
AIONCompany	David Aion		Y	9/30/2014			
ALL STAR FORD			Y	9/30/2014			
All-Star Auto Glass			Y	9/30/2014			
Alpine Armoring Inc.	Alpine Armoring	SB	Y	9/30/2014			
AN/PF Acquisition Corp.	Ford Lincoln Mercury of Bellevue		Y	9/30/2014			
Anega, L.L.C.	Tom's Cycle & Power Products	SB	Y	9/30/2014			
Atlanta Custom Coach, Inc.			Y	9/30/2014			
ATS Trans, LLC	Around the Sound, Transportation Specialists		Y	9/30/2014			
Auto Additions Inc.			Y	9/30/2014			
Auto FX		SB	Y	9/30/2014			
Automotive Rentals, Inc.	Automotive Resources International		Y	9/30/2014			
AutoZone Stores Inc	AutoZone		Y	9/30/2014			
BanaLogic Corporation			Y	9/30/2014			
Barry Chrysler Dodge Jeep Inc.	Chrysler Dodge Jeep Ram	SB	Y	9/30/2014			
Beaudry Motors Inc.	Beaudry Motorsports		Y	9/30/2014			
Bickford Motors Inc			Y	9/30/2014			
Big Sky Golf Cars			Y	9/30/2014			
BILL PIERRE FORD , DODGE , CHEV	BILL PIERRE		Y	9/30/2014			
Blade Chevrolet & RV			Y	9/30/2014			
BOB HALLS HONDA/ GMC			Y	9/30/2014			
Boulder Equipment Inc.		SB	Y	9/30/2014			

929-62 Motorcycles, Bicycles, Motor Scooters, and Trucksters (Including Golf Carts), Maintenance and Repair  
 071-53 Motorscooters and Trucksters (Incl. All Terrain Types, Golf Carts, etc.)

**Counties:**

ALL

Company Name	DBAName	Status	Match Code	Notified	Requested	Responded	Awarded
Brien Motors	Brien Ford and Brien Mitsubishi		Y	9/30/2014			
Brookville Equipment Corporation			Y	9/30/2014			
brownell\$ williams inc	rv hitches n welding	SB	Y	9/30/2014			
Bryson Sales & Service of Washington Inc.			Y	9/30/2014			
Bud Clary AUTO DEALERSHIPS			Y	9/30/2014			
Bulk Cargo Servicies & Logistics, Inc.		M-SB-V	Y	9/30/2014			
BW Transportation Solutions Inc.	BW Capital Solutions		Y	9/30/2014			
Campers Barn			Y	9/30/2014			
Car Pros Chrysler Jeep Dodge			Y	9/30/2014			
Carco Industries, Inc.	Carco		Y	9/30/2014			
CARQUEST Auto Parts			Y	9/30/2014			
Cascade Chevrolet Company	Cascade Autocenter		Y	9/30/2014			
Cascade Venture Group Inc	Seattle Sounds on Wheels		Y	9/30/2014			
Chet's Honda/Polaris			Y	9/30/2014			
City of Moses Lake			Y	9/30/2014			
Clarklift-West, Inc	Team Power Forklifts and Tractors		Y	9/30/2014			
CNN Corporation	Olympic 4x4 Supply		Y	9/30/2014			
Columbia Basin Hotsy LLC	Columbia Basin Hotsy		Y	9/30/2014			
Columbia Tractor, Inc.	Columbia Tractor, Inc. North Columbia Equipment, LLC		Y	9/30/2014			
COLVILLE MOTOR SPORTS			Y	9/30/2014			
Comdata Corporation			Y	9/30/2014			
Compass eGSE LLC	Compass eGSE LLC		Y	9/30/2014			
Control Contractors, Inc.	CCI Automated Technologies		Y	9/30/2014			
COWLITZ RIVER RIGGING	COWLITZ RIVER RIGGING	SB	Y	9/30/2014			
Cycle Barn, Inc.	Lynnwood Cycle Barn, Smokey Point Cycle Barn		Y	9/30/2014			
D.O.C.K.S MANAGEMENT INC	FORD OF KIRKLAND		Y	9/30/2014			
Dan Wilder VW, Inc.	Wilder Auto Center		Y	9/30/2014			
Dave Smith Chevrolet Oldsmobile Pontiac Cadillac, Inc.	Dave Smith Motors		Y	9/30/2014			
Delta Electric Motors, Inc.			Y	9/30/2014			
Desert Valley Powersports	Desert Valley Powersports	SB	Y	9/30/2014			
Diamond Express Auto	Diamond Services		Y	9/30/2014			

Company Name	DBAName	Status	Match Code	Notified	Requested	Responded	Awarded
Diehl Ford Inc.	Diehl Ford		Y	9/30/2014			
Diversified Golf Cars Inc			Y	9/30/2014			
Don Brown Bus Sales, Inc.			Y	9/30/2014			
Don Small & Son's Oil Dist.			Y	9/30/2014			
E-Z-GO/Jacobsen			Y	9/30/2014			
Eckhaus Fleet, LLC			Y	9/30/2014			
EK Bus Sales	EK Coaches, Emmett Koelsch Coaches, Inc.		Y	9/30/2014			
Electric Vehicles International			Y	9/30/2014			
Elkhart Coach Division, Forest River Inc.	Elkhart Coach		Y	9/30/2014			
Enterprise Rent A Car - Washington State			Y	9/30/2014			
ENUMCLAW RECREATIONS VEHICLES INC.	CLEM'S ENUMCLAW POWERSPORTS		Y	9/30/2014			
EQUIPMENTUNLIMITED	SAME		Y	9/30/2014			
EVO2GO	EVO2GO	SB	Y	9/30/2014			
Fairplay Electric Cars, LLC			Y	9/30/2014			
Farwest Golf Cars of WA	Farwest Golf Cars of WA		Y	9/30/2014			
Fastrax Motorsports, LLC.			Y	9/30/2014			
Firetrucks Unlimited,LLC			Y	9/30/2014			
Fleet One LLC			Y	9/30/2014			
Ford Motor Company			Y	9/30/2014			
Frank's Chevrolet	Frank's Chevrolet		Y	9/30/2014			
Gameday Connection, Inc	Gameday Management Group		Y	9/30/2014			
Gatormoto Utility Vehicles & More LLC	Moto Electric Vehicles		Y	9/30/2014			
Gilchrist Chevrolet Inc			Y	9/30/2014			
GLAVAL BUS, INC			Y	9/30/2014			
Global Outreach Distribution	Global Outreach Distribution Institute		Y	9/30/2014			
GreenGo Tek	GGT Electric		Y	9/30/2014			
Harley-Davidson Motor Company, Inc.	Harley-Davidson		Y	9/30/2014			
Harris Ford Inc			Y	9/30/2014			
HAV Inc	Golf Cars Etc		Y	9/30/2014			
Haynes Location Lube			Y	9/30/2014			
HD INC		SB	Y	9/30/2014			
Herzog Meier Auto Center	Herzog Meier Mitsubishi Volkswagen Volvo Mazda		Y	9/30/2014			

Company Name	DBAName	Status	Match Code	Notified	Requested	Responded	Awarded
Inland Northwest Hose LLC	Pirtek	V	Y	9/30/2014			
Integrity Automotive Services of Olympia		SB	Y	9/30/2014			
Jantz Engineering			Y	9/30/2014			
Jennings Equipment, Inc.		SB	Y	9/30/2014			
jerry chambers chevrolet			Y	9/30/2014			
Jet Chevrolet			Y	9/30/2014			
JMR Group	McCoy Freightliner of Portland		Y	9/30/2014			
Karmart Automotive Group			Y	9/30/2014			
KSEE, LLC	EV AUTOS		Y	9/30/2014			
Lake City Ford Inc.			Y	9/30/2014			
Lake City Powersports Inc.			Y	9/30/2014			
LDV, Inc.			Y	9/30/2014			
Legacy Ford Pasco	Grover Dykes Auto Group Inc		Y	9/30/2014			
Loyalty Moble Innovations Inc			Y	9/30/2014			
Lynnwood Automotive LLC	Mercedes-Benz of Lynnwood		Y	9/30/2014			
Maple Leaf Motors Inc			Y	9/30/2014			
Mar Mar Corporation	South Sound Honda		Y	9/30/2014			
Material Flow & Conveyor Systems, Inc.			Y	9/30/2014			
MAVRON, INC.			Y	9/30/2014			
McCarroll Enterprises Inc.	South Tacoma Honda		Y	9/30/2014			
McCoy Freightliner			Y	9/30/2014			
McCurley Integrity Dealerships LLC	McCurley Integrity Dealerships		Y	9/30/2014			
McManus Corporation	McManus Brothers Inc.	SB	Y	9/30/2014			
McRobert Motor Company Inc	Gresham Ford		Y	9/30/2014			
mendoza's service's	mendoza Notary		Y	9/30/2014			
Mid Columbia Forklift, Inc.			Y	9/30/2014			
Mid Valley Chrysler Jeep Dodge			Y	9/30/2014			
Miles Elctric Vehicles Inc.			Y	9/30/2014			
Miles Electric Vehicles Inc.			Y	9/30/2014			
Moses Lake Powersports, Inc	Experienc Powersports		Y	9/30/2014			
moto-tron, inc	yamaha jacks		Y	9/30/2014			
Motor Coach Industries, Inc.			Y	9/30/2014			
Motor TrucksInc			Y	9/30/2014			
MTD Consumer Products	Cub Cadet		Y	9/30/2014			
NADA Scientific, Ltd.			Y	9/30/2014			

Company Name	DBAName	Status	Match Code	Notified	Requested	Responded	Awarded
Nationwide Auto Services, Inc.	Nationwide Overspray		Y	9/30/2014			
Nomad Global Communication Solutions, Inc.	Nomad Global Communication Solutions, Inc.		Y	9/30/2014			
Northside Ford Truck Sales, Inc			Y	9/30/2014			
Northwest Bus Sales, Inc.			Y	9/30/2014			
Northwest Collision	Northwest Collision	SB	Y	9/30/2014			
Northwest Truckstell Sales, Inc.	America's Body Company		Y	9/30/2014			
NW HYDROGEN GENRATORS, LLC			Y	9/30/2014			
ocean way motors	Power Chevrolet		Y	9/30/2014			
Office of Minority and Women's Business Enterprises	OMWBE		Y	9/30/2014			
Operational Performance Systems			Y	9/30/2014			
Pacific Emergency Vehicles, Inc	Pacific Emergency Vehicles, Inc.		Y	9/30/2014			
Pacific Powershifts			Y	9/30/2014			
Penske Truck Leasing			Y	9/30/2014			
Peterson Equipment Company			Y	9/30/2014			
Phil's Finishing Touch Inc.			Y	9/30/2014			
Pierre's Dock Inc.	Pierre's Polaris		Y	9/30/2014			
Podium Automotive Assets	Podium Automotive Assets		Y	9/30/2014			
Port Angeles Ford - Mercury Inc.	Price Ford Lincoln Mercury		Y	9/30/2014			
Poulsbo RV			Y	9/30/2014			
Power Motors	Power Ford		Y	9/30/2014			
Practical Business Ally			Y	9/30/2014			
PREMIER POWERSPORTS LLC			Y	9/30/2014			
Pro-Caliber Motor Sports Inc	Pro Caliber Motor Sports		Y	9/30/2014			
Puget Sound Truck Sales Inc			Y	9/30/2014			
Raymond Handling Concepts Corp			Y	9/30/2014			
Raymond Handling Concepts Corporation			Y	9/30/2014			
REMOTEC, Inc.			Y	9/30/2014			
Roberts Motors Inc			Y	9/30/2014			
Rock, Pavement, Mud Northwest, LLC	RPM NW, LLC		Y	9/30/2014			
Rosenthal & Associates	Rosenthal & Associates		Y	9/30/2014			

Company Name	DBAName	Status	Match Code	Notified	Requested	Responded	Awarded
Rowand Machinery Company			Y	9/30/2014			
Rowe's Tractor, LLC		SB	Y	9/30/2014			
Roy Robinson Inc	Roy Robinson Chevrolet Subaru Motorhomes		Y	9/30/2014			
Royal Strategic Entrepreneur LLC	Royal Strategic Entrepreneur LLC	SB	Y	9/30/2014			
S & S MOTORSPORTS	Mac's Cycle		Y	9/30/2014			
S&B Truck Service, Inc.	Same	SB	Y	9/30/2014			
S&N ENTERPRISES INC.	PDE BODY SHOP		Y	9/30/2014			
seattle motorsports inc	adventure motorsports	SB	Y	9/30/2014			
SIRCHIE FINGER PRINT LABORATORIES, INC.			Y	9/30/2014			
skillingstad inc	ernie's	SB	Y	9/30/2014			
Solid Rock Specialties	Solid Rock Shooters		Y	9/30/2014			
Sound Ford Inc			Y	9/30/2014			
South Bound Honda	Coast Conteol Inc.	SB	Y	9/30/2014			
SPECIALTY RECREATION & MARINE, LLC	SPECIALTY RECREATION & MARINE, LLC		Y	9/30/2014			
sportland yamaha inc		SB	Y	9/30/2014			
Spray Center Electronics, Inc.	Spray Center Electronics		Y	9/30/2014			
SUN Enterprises, Inc.			Y	9/30/2014			
Superior Protective Coatings NW, Inc	Line-X Northwest		Y	9/30/2014			
Team Systems International	TSI (Team Systems International)		Y	9/30/2014			
The Bancorp Bank	Mears Motor Leasing		Y	9/30/2014			
The Carey Company	Carey Motors		Y	9/30/2014			
The Fab Shop			Y	9/30/2014			
The Freedom Foundation			Y	9/30/2014			
Thermo King Northwest Inc.	Perfect Drive Golf & Utility Vehicles		Y	9/30/2014			
Tim Goldsbury and Associates, Inc.	Radar Backup Systems		Y	9/30/2014			
Titan Truck Equipment			Y	9/30/2014			
Titus Will Investments LLC	Lakewood Ford		Y	9/30/2014			
Titus-Will Ford Sales Inc			Y	9/30/2014			
Tom's Cycle & Power Products LLC			Y	9/30/2014			
Toyota of Yakima			Y	9/30/2014			
Transit Plus, Inc.	Same		Y	9/30/2014			

Company Name	DBAName	Status	Match Code	Notified	Requested	Responded	Awarded
Transport Equipment Company	Kenworth Sales Spokane		Y	9/30/2014			
True North Equipment Inc.	True North Emergency Equipment		Y	9/30/2014			
U.S. Fire Equipment, LLC	Same		Y	9/30/2014			
Universal Auto Group II, Inc.	Auburn Chevrolet		Y	9/30/2014			
Upstream Solutions LLC			Y	9/30/2014			
Valley Freightliner, Inc.			Y	9/30/2014			
Valley Freightliner, Inc.			Y	9/30/2014			
Valley Truck Repair, Inc.			Y	9/30/2014			
Vanquish Investments LLC	Pacific Service Center		Y	9/30/2014			
Velo Stores, Inc.	Velo Bike Shop	M-SB	Y	9/30/2014			
Vigil Companies, Ltd	Bokoo Bikes Corporate		Y	9/30/2014			
Wagonmaster Washington Inc.	Wagonmaster Washington		Y	9/30/2014			
Walter Implement, Inc.			Y	9/30/2014			
Washington State Trucking		M-SB	Y	9/30/2014			
Washington Tractor, Inc			Y	9/30/2014			
Webb Powersports, INC.			Y	9/30/2014			
Wendle Motors Inc.			Y	9/30/2014			
West Coast Material Handling	West Coast Material Handling		Y	9/30/2014			
West Desert Outdoor Products LLC			Y	9/30/2014			
Western Bus Sales, Inc.			Y	9/30/2014			
Western Equipment Distributors 2			Y	9/30/2014			
Western Equipment Distributors Inc.	Western Equipment Distributors		Y	9/30/2014			
Western Truck Parts & Equipment			Y	9/30/2014			
Wheatland Express Inc		W-SB	Y	9/30/2014			
Whelen Engineering Company			Y	9/30/2014			
WHITESIDE CHEVROLET INC			Y	9/30/2014			
Wilson Imports, Inc	Wilson Motors		Y	9/30/2014			
WMK, Inc.	MobilityWorks		Y	9/30/2014			
Worksmen Trading Corp.			Y	9/30/2014			
zap	ZAP		Y	9/30/2014			
ZOLL Medical Corporation			Y	9/30/2014			

**Vendor Summary:**

Total Woman Owned	1
Total Veteran Owned	2
Total Minority Owned	3



Total Washington Small Business	27
Total Vendors	217

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Opportunities posted in the last 7 days **164**

Total available opportunities **720**



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**Mary Pelfrey**  
Agency Administrator

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- 4 Enter location
- 5 Enter contact information
- 6 Upload documents
- 7 Review
- 8 Preview and submit

## Enter new ad

### Step 8: Preview and submit

#### Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services

(General)

8. Preview and submit ad

Title:	Description	Contact Info	Documents
<ul style="list-style-type: none"> <li>▪ Title:</li> <li>Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services</li> <li>▪ Agency:</li> <li>U.S. Communities</li> <li>▪ Contract Number:</li> <li>EV2024</li> <li>▪ CR Number:</li> <li>2007278</li> <li>▪ Date of Issue:</li> <li>09/17/2014</li> <li>▪ Due Date/Time:</li> <li>10/14/2014 1:00 PM</li> <li>▪ County(ies):</li> <li>All NYS counties</li> <li>▪ Location:</li> <li>Varies by Participating Public Agency</li> <li>▪ Classification:</li> <li>Vehicles &amp; Equipment - Commodities</li> <li>▪ Opportunity Type:</li> <li>General</li> <li>▪ Entered By:</li> <li>Mary Pelfrey</li> </ul>	<p>City of Kansas City, MO (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions &amp; Instructions to Bidders. Proposals are due no later than 1:00 PM local time on October 14, 2014. Additional information may be found at: <a href="http://www.kcmo.gov">www.kcmo.gov</a>.</p> <p><b>Due date:</b> 10/14/2014 1:00 PM</p> <p><b>Contract term:</b> three year contract with two option years</p> <p><b>County(ies):</b> All NYS counties</p> <p><b>Location:</b> Varies by Participating Public Agency</p> <p><b>* These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.</b></p>		

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Type: Bid

Project Name: [Utility, Transportation And Golf Vehicles And Related Accessories, Equipment, Parts And Services](#)

Agency: [City of Kansas City](#)

Location: Kansas City, MO 64179

Level Of Government: City and Town

Submission/Due Date: **10/14/2014 1:00 PM** **Due in 27 days**

Agency Bid #: EV2024

Publication Date: 9/16/2014

Onvia Reference #: BID:22609618

[View Map](#) [Print This](#) [Send This](#)**Specifications**

Description: Details for Bid/RFP EV2024 ...

Title: EV2024 Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services

Description: EV2024 Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services

Ad Category: Professional or Specialized or Technical Services

Start Date: 9/16/2014

Stop Date: 10/14/2014

Department: KCMO Procurement Services Division

Ad Type: RFP/RFQ/RFI

Bid/RFP Number: EV2024

Addenda Number:

Mandatory PreBid: N

PreBid Conference: N

Conference Date:

Conference Time:

Conference\_Location:

Bid/RFP Due Date: 10/14/2014

Bid/RFP Due Time: 1:00 PM

Bid/RFP\_Location: City of Kansas City, Missouri Procurement Services Division City Hall, 1st Floor, Room 102W  
414 East 12th Street Kansas City, Missouri 64106

Contact Name: Art Roberson

Contact Phone: 816-513-0778

Contact Email: [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org)

Project Documents:

- [EV02024\\_1.xlsx](#) Compliance, Forms, & Other
- [EV02024.pdf](#) Specifications

Categories:

- Golf Carts
- Vehicles - Truck Leasing, Purchasing and Rental

**Agency Contact**

Buyer: [Art Roberson](#)

Buyer Job Title: Senior Contracting Officer

Buyer Department: Purchasing

Buyer Address: 414 East 12th Street  
Room 2204  
Kansas City, Missouri 64106

Buyer Email: [art\\_roberson@kcmo.org](mailto:art_roberson@kcmo.org)

Buyer Phone: p: (816) 513-0778  
Buyer Fax: f: (816) 513-1156  
Agency: [City of Kansas City](#)  
Owner Address: 414 E. 12th St.  
Kansas City, Missouri 64106  
Owner Phone: p: (816) 513-3600  
Owner Website: <http://www.kcmo.org>

**Note: Please keep a copy of this Form for your records.  
You may access this transmittal form again from the Associated Components List while your notice is active.**

# MERX Transmittal Form

Date and Time 16/09/2014 12:49 P.M.

## Reference Information

Solicitation Number	EV2024
Reference Number	306604
Source ID	PU.MU.USA.457357.C50448
Closing Date	14/10/2014
Closing Time	01:00 P.M. Central Daylight Saving Time CDT

## Component Information

Component Number	Document 0
Medium	Electronic
Format	8.5 x 11
Content	Main Document (RFP, RFQ, Tender etc.)
Language	English
Number of Pages	0
File Type	PDF
File Name	EV2024 Utility Vehicles RFP.pdf
Component Description	
Instructions	
Distribute as PDF	Yes

## Distribution Information

Distribution Unit	MERX DISTRIBUTION UNIT
Ship By	Upload

## Contact Information

Organization	U.S. Communities
Buyer MERX	Mrs. Mary Pelfrey
Address	2999 Oak Road Suite 710 Walnut Creek CA 94597
Phone	704-564-0320
Fax	803-547-5361

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AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan**, being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**RFP No. EV2024 for Utility Vehicles**

**City of Kansas City; Bid Location Kansas City, MO, Jackson County; Due 10/14/2014 at 01:00 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

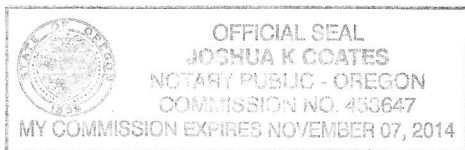
9/19/2014	9/22/2014	9/24/2014	9/26/2014
9/29/2014	10/1/2014	10/3/2014	

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 3rd DAY OF October, 2014

Marc Caplan

Notary Public-State of Oregon



**CITY OF KANSAS CITY, MO  
RFP NO. EV2024 FOR UTILITY  
VEHICLES**

**Proposals due 1:00 pm, Oct. 14  
REQUEST FOR PROPOSALS**

City of Kansas City, MO (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 1:00 PM local time on October 14, 2014. Additional information may be found at: [www.kcmo.gov](http://www.kcmo.gov)  
Published Sept. 19, 22, 24, 26, 29, Oct. 1 & 3, 2014.

10609394

Mary Pelfrey  
U.S. Communities  
9124 Drayton Ln  
Fort Mill, SC 29707-5848

Order No.: 10609394  
Client Reference No:

**AFFIDAVIT OF PUBLICATION**

State of Hawaii )  
 ) SS:  
County of Hawaii )

LEILANI K. R. HIGAKI, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a newspaper published in the City of HILO, State of Hawaii.

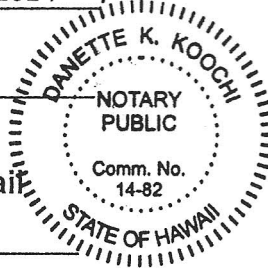
2. That the "RFP No. EV2024 for Utility Vehicles City of Kansas City, MO...etc."

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) September 19, 20, 21, 22, 23, 24, 25, 2014, (etc.).  
312432

*Leilani K. R. Higaki*

Subscribed and sworn to before me  
this 3rd day of October, 2014

*Danette K. Koochi*  
DANETTE K. KOOCHI  
Notary Public, Third Circuit, State of Hawaii  
My commission expires March 23, 2018



**RFP No. EV2024 for Utility Vehicles**  
City of Kansas City, MO (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 1:00 PM local time on October 14, 2014. Additional information may be found at: [www.kcmo.gov](http://www.kcmo.gov).  
(312432 Hawaii Tribune-Herald: September 19, 20, 21, 22, 23, 24, 25, 2014)



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## Current Solicitations

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Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.

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### Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services

#### Lead Agency:

City of Kansas City, MO

Questions Due: Sept 30, 2014

Responses Due: Oct 14, 2014



#### RFP Documents:

- [RFP EV2024](#)
- [RFP EV2024 Attachment 1](#)

### Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Sept 16-Oct 14, 2014
Onvia DemandStar	Sept 16-Oct 14, 2014
City of Kansas City, MO	Sept 16-Oct 14, 2014
Canadian MERX Public Tenders	Sept 16-Oct 14, 2014
State of Hawaii and Oregon	Sept 16-Oct 14, 2014
Oregon Association of Counties	Sept 16-Oct 14, 2014

### Telecommunications Supplies and Accessories

#### Lead Agency:

County of Los Angeles, CA

Mandatory Pre-Proposal: September 17, 2014

Responses Due: October 2, 2014



#### RFP Documents:

- [RFP 15255000](#)
- [Appendix M-A: Bid Price Sheet](#)
- [Appendix M-B: National Core List](#)
- [Appendix M-C: Local Core List](#)

### Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Sept 5-Oct 2, 2014
Onvia DemandStar	Sept 5-Oct 2, 2014
County of Los Angeles	Sept 5-Oct 2, 2014
Canadian MERX Public Tenders	Sept 5-Oct 2, 2014



**Request For Proposal Due Diligence for Arizona Schools**

**Cooperative: U.S. Communities Government Purchasing Alliance**

**Contract No. : RFP EV2024**

**Vendor(s) Name: Club Car, LLC  
Columbia Par Car**

Question	Compliance
For this contracts test that were made through competitive sealed proposals, did the cooperative:	
1) Determine, with the specific reason(s) in writing that the use of competitive sealed bids was either not practicable or advantageous to the cooperative’s members for specified types of materials or services (R7-2-1041)?	See Section 10 on Page 10 of the Request For Proposals (“RFP”) (Attachment A). In the evaluation of proposals other factors besides price were considered.
2) Determine, with the specific reason(s) in writing that the use of competitive sealed bids was either not practicable or advantageous to the cooperative’s members because it was necessary to:	
(a) Use a contract other than a fixed-price type	See Section 10.10 on Page 10 of the RFP.
(b) Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals	See Section 13 on Page 14 of the RFP. The lead agency may engage in verbal discussions and negotiations.
(c) Afford offerors an opportunity to revise their proposals	See Section 13 on Page 14 of the RFP.
(d) Compare the different price, quality, and contractual factors of the proposals submitted	See Section 11 on Page 13 of the RFP.
(e) Award a contract in which price was not the determining factor	See Section 10 on Page 10 of the RFP.
3) Maintain documentation that supported the basis for the determinations in (1) and (2) above?	See Scoring Summary (Attachment C)
4) Include all applicable factors in the request for proposals required by R7-2-1024(B) and R7-2-1042(A), including	
(a) The type of services required and a description of the work involved, including the estimated volume of purchases for the cooperative’s members	For Products and Services, see Section 1 on Page 7 of the RFP. For estimated volume, see Page 5of the RFP.
(b) Delivery and performance schedule	See Section 4 on Page 22 of the RFP.
(c) Inspection and acceptance requirements	See Section 5 on Page 22 of the RFP.
(d) The type of contract to be used	This is an RFP.
(e) Contract terms and conditions	See Page 30 of the RFP.
(f) The estimated duration that services will be required	See Section 33 on Page 20 of the RFP.
(g) That cost or pricing data is required	See Section 10 on Page 10 of the RFP.
(h) That offerors may designate portions of the proposals as proprietary	See Section 23 on Page 16 of the RFP.
(i) That discussions may be conducted	See Section 13 on Page 14 of the RFP.
(j) The minimum information that the proposal shall contain	See Section 10 on Page 10 of the RFP.
(k) The closing date and time of proposal receipt	See Section 2 on Page 7 of the RFP.

## PROCUREMENT COMPLIANCE QUESTIONNAIRE

(l) Address where proposals are to be sent	See Section 3 on Page 57 of the RFP.
(m) Time and date of proposal opening	See Section 5 on Page 8 of the RFP.
(n) Notice that all proposals will be available for public inspection after contract award	See Section 23 on Page 17 of the RFP.
(o) The relative importance of price and other evaluation factors	See Section 11 on Page 13 of the RFP.
(p) Bonding and warranty requirements	See Section 8 on Page 23 of the RFP.
(q) The name of the cooperative representative	See Page 1 of the RFP – U.S. Communities.
(r) The special requirements if procuring information or telecommunications systems, or earth moving, material-handling, road maintenance, or construction equipment	N/A
5. Give adequate notice of the request for proposals as required by R7-2-1042	See Posting Documents (Attachment E)
6. Compile and maintain a list of prospective bidders in accordance with R7-2-1023?	See Prospective Bidder List (Attachment B)
7. Issue the request for proposals at least 14 days before the closing date and time for receipt of proposals unless a shorter time was determined necessary [R7-2-1042(B)]?	See Section 5 on Page 8 of the RFP.
8. Stamp sealed proposals with the time and date upon receipt and store proposals unopened until the closing date and time for receipt of proposals R7-2-1045?	See Letter from Lead Public Agency (Attachment D)
9. Award the contract to the offeror whose proposal was determined in writing to be most advantageous to the cooperative's members based on the factors set forth in the request for proposals and in accordance with the other provisions of R7-2-1050?	See Scoring Summary (Attachment C)
10. Maintain documentation that supported the basis for that determination?	See Scoring Summary (Attachment C)
11. If a multiple award <sup>1</sup> was made, determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members?	See Page 6 of the RFP.
12. Maintain the documentation that supported the basis for a multiple award?	See Page 6 of the RFP and Scoring Summary.
13. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members?	See Page 6 of the RFP and Scoring Summary.
14. For contracts where only one responsive proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond or there was not adequate time for resolicitation?	N/A – Multiple vendors responded to the proposal.
15. Maintain documentation that supported the basis for that determination?	N/A
16. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of Title 41, Chapter 23 [until the Arizona State Board of Education (ASBE) adopts rules for these procurements, after which the cooperative should comply with those rules]?	N/A

**PROCUREMENT COMPLIANCE QUESTIONNAIRE**

17. If the cooperative used qualified select bidders list to procure construction services, did the cooperative receive approval from the School Facilities Board (until ASBE adopts rules for the use of a list, after which the cooperative should comply with those rules)?	N/A
18. If the cooperative procured goods and information services using electronic, on-line bidding, did the cooperative comply with the requirements of Title 41, Chapter 23, Article 13 and the rules adopted by the Department of Administration in implementing that article (until the ASBE adopts rules for these procurements, after which the cooperative should comply with those rules)?	N/A
19. For purchases made through the Simplified School Construction Procurement Program (R7-2-1033), did the cooperative:	
1) Ensure that construction costs did not exceed the maximum amount specified in A.R.S. §15-213(A)(2)?	N/A
2) Submit solicitations to bid and all other information related to the project to all vendors included in a list maintained by the CSS?	N/A
3) Open the bids at a public opening?	N/A
4) Keep the bids confidential until the public opening?	N/A
5) Encourage competition to the maximum extent possible?	N/A
20. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original invitation for bids/request for proposals?	No

Because of considerations on these pages, it is in the best interest of the District and beneficial to use a cooperative contract rather than issuing one with our staff. All relevant factors above were taken into consideration in order to make this decision. It was determined that the contract is in substantial compliance and approval to use is recommended.

\_\_\_\_\_  
Signature of District Employee

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Signature of District Employee

\_\_\_\_\_  
Director of Purchasing

Attachment A  
RFP No. EV2024



**U.S. COMMUNITIES™**  
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**COMPETITIVE SOLICITATION**

**BY THE CITY OF KANSAS CITY, MISSOURI**

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

**FOR**

**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND  
RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP NO. EV2024**

**PROPOSALS DUE: 10/14/14 BY 1:00 P.M. (CT)**

**PROCUREMENT SERVICES DIVISION**

**Art Roberson, CPPB**

**Senior Buyer**

**(816) 513-0778**

**art.roberson@kcmo.org**

**ISSUE DATE: 09-16-14**

**REQUEST FOR PROPOSALS NO. EV2024**

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## **SECTION I**

### **U.S. COMMUNITIES OVERVIEW**

#### **REQUEST FOR PROPOSALS NO. EV2024**

#### **1. MASTER AGREEMENT**

City of Kansas City, Missouri (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 Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services (herein "Products and Services").

#### **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) Provide Participating Public Agencies with environmentally responsible products and services.

#### **3. U.S. COMMUNITIES**

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.

## National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACO), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

## 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	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of Houston, TX	Maricopa County, AZ
City of Kansas City, MO	Miami-Dade County, FL
City of Los Angeles, CA	Nassau BOCES, NY
City of San Antonio, TX	North Carolina State University, NC
City of Seattle, WA	Orange County, NY
Cobb County, GA	Port of Portland, OR
Denver Public Schools, CO	Prince William County Schools, VA
Emory University, GA	Salem-Keizer School District, OR
Fairfax County, VA	San Diego Unified School District, CA
Fresno Unified School District, CA	The School District of Collier County, FL
Great Valley School District, PA	

## Participating Public Agencies

Today more than 66,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.5 Billion Dollars in products and services annually. Each month more than 400 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 Kansas City, Missouri 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 in Section VI.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 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 Kansas City, Missouri 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 2013 purchased more than \$146 Million Dollars of products and services from existing U.S. Communities contracts.

### **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, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- 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.

## **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.

## **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.

City of Kansas City, Missouri 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 Kansas City, Missouri and Participating Public Agencies as a result of this solicitation.

## **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 Request for Proposal 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.

**SECTION II**  
**INSTRUCTIONS AND CONDITIONS**  
**REQUEST FOR PROPOSALS NO. EV2024**

**1. PURPOSE**

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services as listed in the Scope Requirements of this Request for Proposal.

**2. DUE DATE FOR PROPOSALS**

Proposers shall submit Proposals to the **City Contact Person** listed in Paragraph 3 by 1:00 PM (CT) on 10/14/14.

**3. CITY CONTACT PERSONS**

(a) General, Technical Questions and Proposal Submissions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Art Roberson, CPPB  
Senior Buyer  
Procurement Services Division  
City Hall, 1<sup>st</sup> Floor, Room 102 W  
414 E. 12<sup>th</sup> Street, Kansas City, Missouri 64106  
Office: (816) 513-0778  
Fax: (816) 513-1156  
E-mail: [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org)

**4. DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”**

- (a) This Request for Proposals (“RFP” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- (b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.

- (c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

**5. ESTIMATED SCHEDULE**

09/16/14	RFP Issued
09/30/14 at 12:00 Noon	Deadline for questions
10/14/14 at 1:00 PM	Due Date for Proposals
TBD	Notification of shortlisted firms
TBD	Interviews if deemed necessary
TBD	Selection/Negotiation
TBD	Contract start date
TBD	Estimated Project completion date

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals

**6. RFP DOCUMENTS**

This RFP consists of the following documents:

- (a) This RFP
- (b) Scope of Services
- (c) Standard City Contract
- (d) National Requirements

**7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS**

- (a) Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer’s Proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFP.

- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

## 8. **QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP**

### (a) Question Deadline

- (1) Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Paragraph 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until 12:00 PM, October 15, 2014.
- (2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be posted on the City's website. It is the responsibility of Proposers to check the City's website for addenda. <http://www.kcmo.org>

### (b) Questions - Post Deadline

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Paragraph 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

## 9. **SUBMISSION OF PROPOSALS**

**All proposal documents must be submitted in the exact order as listed in the City RFP.**

- (a) Where. Proposers shall submit their Proposals to the appropriate **City Contact Person** listed in Paragraph 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP No. and Title, Due Date and Time, and Name of the Proposer's Business/Firm.
- (b) No. of Copies. Proposers shall submit one (1) signed original, two (2) copies of its Proposal, and ten (10) copies on a flash drive in Microsoft Word/Excel format.

- (c) **Format.** In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs, as shown in Paragraph 10.

Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2" x 11" paper, double sided. As part of the City's green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.

- (d) **Additional Materials.** The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

## 10. **CONTENT OF PROPOSAL**

### 10.1 **Proposal Part I – Cover Letter**

The Proposer will provide a cover letter describing a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the District's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Proposer may be rejected.

### 10.2 **Proposal Part II – Executive Summary**

The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

### 10.3 **Proposal Part III – Business/Firm Profile and Legal Structure**

- (a) Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- (b) Date the business/firm was established under the current name.
- (c) List all services provided by the business/firm.
- (d) Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- (e) Type of ownership, or legal structure of business/firm.
- (f) Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
- (g) Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
- (h) Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

- (i) Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
- (j) Provide firm's Dunn & Bradstreet report and an audited financial statement from your firm and any parent company for the least two years of operation.

10.4 Proposal Part IV – Experience

- (a) Include a list of the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years. For each listed contract, provide a narrative that includes:
  - a. the assigned project personnel
  - b. scope of services provided
  - c. dollar amount of the contract
  - d. contractual performance standards versus your actual performance
  - e. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
  - f. summary of how your business/firm delivered services
  - g. pricing and contractual compensation terms
- (b) Provide three (3) client references for similar projects completed by your business/firm during the past five (5) years. (See Attachment No. 3 – References)
- (c) Provide a copy of your most recent relevant ongoing public contract.
- (d) Provide a list of all public contracts entered into for the last three (3) years. Include the dollar amounts, summary of scope of services, contract terms, Public Owner's contact person, e-mail address, cell phone number and telephone number.

10.5 Proposal Part V – Local Personnel

- (a) Please provide your staff capacity for meeting the City's requirements.
- (b) Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- (c) For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
  - a. Description of relevant experience.
  - b. Years of employment with the business/firm.
  - c. City and State of residence.
  - d. State time commitment on other accounts.
  - e. Applicable professional registrations, education, certifications, and credentials.
- (d) Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- (e) Provide a staffing plan for the contract including the locations of the positions.
- (f) Provide an organizational chart for the assigned staff.

- (g) Provide a plan to address vacations, sicknesses and absences.

10.6 Proposal Part VI – Response to Scope Requirements

Proposer shall provide a detailed response to all items in Section III, Scope Requirements.

10.7 Proposal Part VII – Supplier Information

- (a) Supplier Qualifications Section: Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Section VI. (Ref. pages 49-53)
- (b) Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 55)
- (c) Completed Supplier Information (Ref. pages 58-62)

10.8 Proposal Part VIII - Sustainability

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- (a) Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
- (b) Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.
- (c) If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

10.9 Proposal Part IX – U.S. Communities Administration Agreement, signed, unaltered

10.10 Proposal Part X – Pricing

- (a) **Product Pricing:** Provide the pricing for all vehicles offered using a **fixed percentage** (%) discount off a MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- (b) Provide copies of the MANUFACTURER PRICE LIST or other objectively verifiable criteria.
- (c) **Freight:** Provide detailed freight rates for shipping product nationally.
- (d) **Accessories and Equipment:** Provide pricing for all Accessories and Equipment offered by Proposer.



- (e) **Parts:** Provide pricing for replacement parts.
- (f) **Related Products and Services:** Provide pricing for any proposed additional products you wish to be considered. Additionally, provide pricing (if applicable) for any services offered by Proposer, including but not limited to, preventive maintenance, warranty extensions, repair services, training, technical support, etc. If any services are offered standard at no additional cost, please note.
- (g) **Volume Discounts or Rebates:** Please include any volume discounts or rebates offered by Proposer to Participating Public Agencies.
- (h) **Sample Specification Pricing:** The Proposer must submit pricing for the Sample Specifications provided in Attachment No. 1 – Sample Specification Pricing. Pricing is to be based on pricing quoted in 10.10 (a). Sample Specification Pricing will be used for evaluation purposes only.
- (i) **Renewal Pricing:** The City realizes that the initial term pricing may differ depending on the mechanism used by the Proposer for renewal pricing. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing renewal pricing, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.

10.7 Proposal Part VII – Other Required Documents (delete any that are N/A)

Complete and submit the following documents included in this RFP:

- (a) Authorized Signature Form
- (b) Cooperative Procurement Form
- (c) Attachment No. 2 – Affidavit – Employee Eligibility Verification

**11. EVALUATION CRITERIA**

- (a) Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- (b) The City may change criteria and criteria weights at any time including after the due date for proposals.

**12. INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

**13. DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;
- (i) make a multiple award to any or all of Proposers;
- (j) terminate this RFP, and reissue an amended RFP.

**14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS**

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred, twenty (120) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After one hundred, twenty (120) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

**15. SELECTION**

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

**16. REJECTION OF PROPOSALS**

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

**17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS**

- (a) The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- (b) The City, may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

**18. LATE PROPOSALS**

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) it is in the best interest of the City to accept the proposal.

**19. CHANGES IN THE RFP**

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

**20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK**

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

**21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS**

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

**22. OWNERSHIP OF PROPOSALS**

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

**23. DISCLOSURE OF PROPRIETARY INFORMATION**

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
  - 1. marking each page of each such document prominently in at least 16 point font with the words "Proprietary Information";

2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
  3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

**24. CLOSED RECORDS**

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

**25. AFFIRMATIVE ACTION**

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- (a) Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.

- (b) Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website. [www.kcmo.org](http://www.kcmo.org)

## 26. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089. <http://www.kcmo.org>

## 27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

**28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

**29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website. <http://www.sos.mo.gov>

**30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE**

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license. Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. <http://www.kcmo.org>

**31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS**

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

**32. EMPLOYEE ELIGIBILITY VERIFICATION**

If this contract exceeds five thousand dollars (\$5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY. The affidavit is found under Section IV – Attachments and Exhibits.

**33. RENEWAL OPTION**

- (a) The period of performance under the contract is for three (3) years with a contractual right on the part of the City to extend this price for an additional two (2) one-year periods.
- (b) The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.
- (c) The option year prices will be determined by the Buyer by negotiation with the Supplier. **(Note: YEARLY INCREASES ARE NOT AUTOMATIC. THE SUPPLIER MUST PROVIDE WRITTEN PROOF THAT THE REQUESTED INCREASE IS WARRANTED.)**

**34. MBE/WBE PARTICIPATION**

The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts whenever it is feasible. If it is feasible for a Proposer to subcontract any of the work or supplies necessary to perform this contract, the City encourages Proposers to solicit certified MBEs and WBEs for the necessary work or supplies.



### SECTION III

#### SCOPE REQUIREMENTS

#### REQUEST FOR PROPOSALS NO. EV2024

#### 1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

- (a) **Utility Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric utility vehicles that range from light-duty to heavy-duty offered by Proposer.
- (b) **Transportation Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to, vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.
- (c) **Golf Vehicles** – A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other golf vehicles available from Proposer.
- (d) **Low-Speed Vehicles (LSV)** – A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.
- (e) **Accessories and Equipment** – A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors, mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.
- (f) **Parts** – A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts offered by Proposer.
- (g) **Related Products and Services** – Any related products as well as services such as training (on-site and remote), warranty service, technical services, repair services and any other services offered by Proposer.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

## 2. REGULATORY REQUIREMENTS AND STANDARDS

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Outdoor Power Equipment Institute (OEPI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

## 3. SHIPPING

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used.

- (a) Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer.
- (b) Additional costs for expedited deliveries may be added.

## 4. DELIVERY

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered.

Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

- (a) Manufacturer Statement of Origin (MSO);
- (b) All applicable warranty documents;
- (c) All applicable manuals per paragraph 5; and
- (d) Delivery ticket with appropriate corresponding purchase order number.

## 5. VEHICLE INSPECTION

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

**6. MANUALS**

Proposer shall furnish the following manuals during delivery of vehicles and shall provide one (1) hard copy of each as well as one (1) electronic copy on thumb drive or CD.

- (a) Operator's manual
- (b) Parts manual
- (c) Service and repair manual
- (d) Overhaul manual
- (e) Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

**7. TRAINING**

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

**8. WARRANTY**

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

**9. EQUIPMENT RECALLS**

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each Participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

**10. PARTS AND SERVICE**

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.

## 11. SUBSTITUTION OF SPECIFIED ITEMS

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered.

Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.

## 12. SPECIFICATIONS

Proposer shall provide detailed specifications of each product offered including, at a minimum, the following information:

- (a) Power Train
  - Motor
  - Horsepower
  - Electrical System
  - Batteries/Charger
  - Fuel System
  - Governor
  - Ignition
  - Controller
  - Motor Braking Mode
  - Directional Control
  - Drive Unit
- (b) Body
  - Seating
  - Body
  - Lighting
  - Accessories
- (c) Chassis
  - Frame
  - Steering
  - Brakes
  - Suspension
  - Bumpers
  - Tires
- (d) Performance
  - Speed
  - Turning Radius Curb to Curb
  - Turning Radius Intersecting Aisle

- (e) Dimensions
  - Length
  - Width
  - Height
  - Ground Clearance
  - Wheel Base
  - Cargo Size (if applicable)
  - Bed Load Height (if applicable)
- (f) Capacity
  - People
  - Weight
  - Fuel Capacity
  - Towing Capacity
- (g) Optional Accessories and Equipment

### 13. **ADDITIONAL SUBMITTALS/QUESTIONS**

- (a) Provide the life expectancy in months based on an average daily use of six (6) hours per day.
- (b) Batteries:
  - a. Provide the manufacturer and model number of the batteries and include the volts, amp hours, quantity of batteries and 20 amp hours rating.
  - b. How many hours to full charge assuming a battery level at 0%, 10%, 20% and 50%?
  - c. Does your company use Lead-Acided type batteries or Lithium-Ion batteries or both? Describe the benefits of the batteries used and any maintenance requirements, charging requirements and life-cycle requirements.
- (c) Describe your company's braking system related to performance against specifications of the components? Describe the quality of the brake pads. Describe if there are optional premium brake pads. If so, please provide cost in Price section of Proposer's response.
- (d) Describe the construction materials for the body and sun canopy and how these materials resist impacts, adverse weather, fading, chipping. Etc.
- (e) Describe any additional construction materials or components which improve the quality of Proposer's product.
- (f) Describe the range in miles and/or hours for each proposed vehicle assuming the following example hours of use per day: 4 hours, 6 hours, 8 hours and 10 hours.

- (g) Provide the written recommendations for Preventive Maintenance schedules, including each maintenance part and the labor hours required to complete. All costs for such preventative maintenance shall be included in the Price section of Proposer's response.
- (h) Describe locations and availability of replacement parts and provide the maximum time required to provide and install replacement parts. Additionally, provide the estimated dollar value of Proposer's parts inventory.

**SECTION IV**  
**SPECIAL INSTRUCTIONS AND CONDITIONS**  
**REQUEST FOR PROPOSALS NO. EV2024**

There are no Special Conditions and Instructions to Bidders for this RFP.

**AUTHORIZED SIGNATURE FORM**

By submission of the RFP, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
- Proposer will not withdraw the Proposal for ninety (90) days.
- By the below signature, I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.

Authorized Representative: \_\_\_\_\_

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

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

Business/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

E-mail Address for Purchase Orders: \_\_\_\_\_

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



**NO PROPOSAL RESPONSE FORM**

If you choose not to submit a proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

**Senior Buyer: Art Roberson, CPPB Telephone: (816) 513-0778**

**Return by Fax: (816) 513-1156**

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Due Date: **10/14/14**

Number: **EV2024**

Description: **UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- 1. We cannot provide a service to meet the required specifications.
- 2. The closing date does not allow adequate time to prepare a response.
- 3. We have chosen not to do business with the City.
- 4. Other (comment below or provide your response on your business/firm letterhead).

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Business/Firm Name: \_\_\_\_\_ Supplier No.: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**STANDARD CITY CONTRACT**

**MASTER CONTRACT FOR PRODUCT - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.:** EV2024

**TITLE/DESCRIPTION:** UTILITY, TRANSPORTATION, GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated \_\_\_\_\_ that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. \_\_\_\_\_ that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) Initial Term. The initial term of this Contract shall begin on \_\_\_\_\_, \_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_\_. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

**Sec. 3. Compensation.**

- A. The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed \$\_\_\_\_\_. CITY shall pay CONTRACTOR on the following basis: **(Fill in how the Contractor is to be paid. For example, by the hour or by the job. Do not use a contingency fee arrangement unless this is the standard industry practice used to compensate the Contractor. Examples: Debt collection, real estate agents, etc.)**
- B. CONTRACTOR shall bill the CITY, in a form acceptable to the CITY, on the following basis: monthly, one time; other. **(select when the CONTRACTOR will bill the CITY and delete all others)**
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

**Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.

- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

**Sec. 6. Representations and Warranties of Contractor.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.

- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this Contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

- (a) For purposes of this Section:
  - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. CONTRACTOR shall:

- (a) Submit, in print or electronic format, a copy of CONTRACTOR's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

CITY has the right to take action as directed by CITY'S Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 3 of CITY's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further contracts funded by CITY for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$123,500.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Service of Process.** In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

**Sec. 18. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                      City of Kansas City, Missouri  
   Procurement Services Division  
   414 East 12th Street, 1st Floor, Room 102 W  
   Kansas City, Missouri 64106  
   Attention: Cedric Rowan, Manager, C.P.M, Manager  
   Telephone: (816) 513-1592  
   Facsimile: (816) 513-1156

With copies to:                      William Geary, Esq.  
   City Attorney  
   Law Department of Kansas City, Missouri  
   414 East 12th Street, 28th Floor  
   Kansas City, Missouri 64106  
   Telephone: (816) 513-3118

If to the CONTRACTOR: (INSERT Name and Complete Address)

**Sec. 19. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
  - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 20. Indemnification for Professional Negligence.** If this Contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.



## Sec. 21. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
  4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be cancelled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 22. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 23. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 24. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

**Sec. 25. Assignability and Subcontracting.**

- (a) Assignability. CONTRACTOR shall not assign or transfer any part or all of CONTRACTOR's obligation or interest in this Contract without prior written approval of CITY. If CONTRACTOR shall assign or transfer any of its obligations or interests under this Contract without the CITY's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit CONTRACTOR from subcontracting as otherwise provided for herein.
- (b) Subcontracting. CONTRACTOR shall not subcontract any part or all of CONTRACTOR's obligations or interests in this Contract unless the subcontractor has been identified in a format required by CITY. If CONTRACTOR shall subcontract any part of CONTRACTOR's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve CONTRACTOR of any of its responsibilities under the Contract, and CONTRACTOR shall remain responsible to CITY for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. CITY shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by CONTRACTOR, and to require that any subcontractor cease working under this Contract. CITY's right shall be exercisable in its sole and subjective discretion. CITY shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. CONTRACTOR shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing CONTRACTOR's services hereunder.

**Sec. 26. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 27. Intellectual Property Rights.** CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works (“copyrightable works”) conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

**Sec. 28. Minority and Women’s Business Enterprises.** CITY is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City’s Minority and Women’s Business Enterprise Program as enacted in CITY’S Code Sections 38-84 through 38-100.8 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment No. \_**. If CONTRACTOR fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this CONTRACTOR utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR’S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of CITY’s Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 29. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**Sec. 30. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
(Date)

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

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

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

**SECTION V**  
**ATTACHMENTS**

**ATTACHMENT NO. I**

**SAMPLE SPECIFICATION PRICING**

See Excel spreadsheet Attachment No. 1 Sample Specification Pricing.





I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

**ATTACHMENT NO. 3**

**REFERENCES**

**PROPOSER REFERENCES FROM CLIENTS**

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years. It is preferred that at least one (1) client reference be a government sector client.

The Proposer is required to have each client reference complete the question section of this Reference form and return as a part of its Proposal.

**The Proposer is required to include the three (3) references in the Proposal submitted to the City.**

**CITY OF KCMO REFERENCE CHECK**

**GENERAL INFORMATION**

Name of Proposer	
Subcontractor/Third Party	
Product or Service Reviewed	

**REFERENCE CHECK INFORMATION**

Business/Firm Name	
Business/Firm Address	
Contact Name	
Title	
Telephone Number	
Fax Number	
E-mail Address	

**To submit a reference, please have client reference respond to the following questions:**

1. What services did the Business/Firm provide for you?
2. Were the services performed satisfactorily?
3. Were the invoices detailed and accurate?

If the invoicing was not accurate, explain how easy or difficult it was to reconcile or have the invoicing updated.

4. Were there any staffing disputes? If so, explain how easy or difficult it was to have staff replaced.
5. Was the account service satisfactory?
6. What was included in the account service?
7. Were you happy with the cost of your services?
8. Are you still using this Business/Firm for these services?
9. Do you plan to continue this relationship?
10. Additional Comments:

---

Name of Client Contact (Print)

---

Signature and Date

**SECTION VI**

**U.S. COMMUNITIES INFORMATION**

**REQUEST FOR PROPOSALS NO. EV2024**

**1. SUPPLIER QUALIFICATIONS**

**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, 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 the Administration Agreement, 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 direct 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 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, Supplier grants to U.S. Communities an express license to reproduce and use 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 best government pricing, (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 regional or district managers 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 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. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, 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

**2. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in Section VI) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

**The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.**

**3. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

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\_\_\_\_
  
- 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\_\_\_\_
  
- D. Did your company have sales greater than \$25 million last year in the United States?  
YES\_\_\_\_ NO\_\_\_\_
  
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet 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)

4. **NEW SUPPLIER IMPLEMENTATION CHECKLIST**

<b>New Supplier Implementation Checklist</b>		<b>Target Completion After Award</b>
<b>1. First Conference Call</b>	Discuss expectations Establish initial contact people & roles Outline kickoff plan Establish WebEx training date	<b>One Week</b>
<b>2. Second Conference Call</b>	Review Contract Commitments	<b>One Week</b>
<b>3. Executed Legal Documents</b>	U.S. Communities Administration Agreement Lead Public Agency agreement signed	<b>One Week</b>
<b>4. Supplier Login Established</b>	Complete Supplier Set Up form Complete user account & user ID form	<b>One Week</b>
<b>5. Initial Sr. Management Meeting</b>	Implementation Process Progress U.S. Communities & Supplier Organizational Overview Supplier Manager to review and further discuss commitments	<b>Two Weeks</b>
<b>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</b>	Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations with NAM and lead referral person	<b>Two Weeks</b>
<b>7. Review Top Joint Target Opportunities</b>	Top 10 local contracts Review top U.S. Communities Participating Public Agencies (PPA)	<b>Four Weeks</b>
<b>8. Program Contact Requirements</b>	Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	<b>One Week</b>

<b>9. Web Development</b>		
	Initiate IT contact	<b>One Week</b>
	Initiate E-Commerce Conversation	<b>One Week</b>
	Begin Website construction	<b>Two Weeks</b>
	Website final edit	<b>Five Weeks</b>
	Product upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>		
	Program Manager (PM) briefing - Coordinate with NAM	<b>Five Weeks</b>
NAM	Initial remote WebEx training for all sales - Coordinate with	<b>Three Weeks</b>
	Establish 90-day face-to-face training plan/strategy session for all sales –with NAM & PM	<b>Two Weeks</b>
	Top 10 metro areas - Coordinate with NAM & PM	<b>Four Weeks</b>
	Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
<b>11. Marketing</b>		<b>Six Weeks</b>
	General announcement	
	1 Page Summary with Supplier contacts	
	Branding of program	
	Supplier handbook	
	Announcement to AB and Sponsors	

**5. SUPPLIER INFORMATION**

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

**Company**

1. Total number and location of sales persons employed by your company in the United States;

Example:

<b>NUMBER OF SALES REPRESENTATIVES</b>	<b>CITY</b>	<b>STATE</b>
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.
<b>Total: 366</b>		

2. Number and location of company distribution outlets in the United States (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2011, 2012 and 2013 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2011, 2012, AND 2013</b>			
<b>Segment</b>	<b>2011 Sales</b>	<b>2012 Sales</b>	<b>2013 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

5. Provide a list with contact information of your company's ten largest public agency customers. U.S. Communities Advisory Board Members are to be excluded from the list provided. Provide a list with contact information of five public agency customers that your company has lost in the last twelve months.

### **Distribution**

1. Describe how your company proposes to distribute the Products and Services nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user. Include company/dealer name(s), location(s), and coverage area.
3. Describe how your company services Participating Public Agencies. Does your company services the Products or is service performed by other companies/dealers?
4. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
5. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
6. 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.

### **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.

5. Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III, Scope Requirements of the RFP. The primary objective is for each Proposer to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products, if applicable.
5. State the percentage of your product that is made in the United States.
6. Describe the capacity of your company to offer leasing of product along with details on how leasing would be performed.
7. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
8. 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 Utility, Transportation, Golf Vehicles and Related Accessories, Equipment, Parts 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. What is your company's resolution process for vehicles which repeatedly fail to meet standards of quality and performance. At what point does your company replace the vehicle?
5. Describe and provide any product or service warranties.



## **Administration**

1. Describe your company's capacity to employ EDI, telephone, ecommerce, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, 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 your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
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.

## **National Staffing Plan**

1. A staffing plan is required which describes the Proposer'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 VI, 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.

**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.

## 6. 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 as the administrative agent 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 payments to be made hereunder and 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 including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by 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 (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 this Agreement or 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 both 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), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

(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 conduct training sessions with Supplier and shall 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 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 direct 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 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 best government pricing, (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 regional or district managers 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 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

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 up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. 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. 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.

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) 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.

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 up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

<b>Report Name</b>	<b>Follow up with U.S. Communities</b>
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

### MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities: U.S. Communities  
2999 Oak Road, Suite 710  
Walnut Creek, California 94597  
Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.5 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.

6.6 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.

6.7 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.

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

6.9 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.

6.10 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 Kansas City, Missouri, Master Agreement/Contract to be attached at time of 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	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	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.	Optional	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												

**7. MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“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 and made a part hereof.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 the Intergovernmental Cooperation Act as may be 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
5. That a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

**8. 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](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

**State of Oregon, State of Hawaii, State of Washington**

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

Kealakekua  
Kealia  
Keauhou  
Kekaha  
Kihei  
Kilauea  
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  
Paauiilo  
Pahala  
Pahoa  
Paia  
Papaaloa  
Papaikou  
Pearl City

Pearl Harbor  
Pepeekeo  
Princeville  
Pukalani  
Puunene  
Schofield Barracks  
Tripler Army Medical Center  
Volvano  
Wahiawa  
Waiailua  
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

**State:** HI  
**Account Type:** K-12 (14 records)

Mālama Honua Public Charter School  
ST JOHN THE BAPTIST

Waimanalo Elementary and Intermediate School  
Kailua High School  
PACIFIC BUDDHIST ACADEMY  
HAWAII TECHNOLOGY ACADEMY  
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.

MARYKNOLL SCHOOL  
ISLAND SCHOOL  
KE KULA O S. M. KAMAKAU  
KAMEHAMEHA SCHOOLS  
HANAHAU`OLI SCHOOL  
EMMANUAL LUTHERAN SCHOOL  
Our Savior Lutheran School

**Account Type: County (3 records)**

BOARD OF WATER SUPPLY  
MAUI COUNTY COUNCIL  
Honolulu Fire Department

**Account Type: Non-Profit (68 records)**

Lanai Community Health Center  
Maui High Band Booster Club  
Naalehu Assembly of God  
University of the Nations  
outrigger canoe club  
One Kalakaua  
Native Hawaiian Hospitality Association  
St. Theresa School  
Hawaii Peace and Justice  
Kauai Youth Basketball Association  
NA HALE O MAUI  
LEEWARD HABITAT FOR HUMANITY  
WAIANAE COMMUNITY OUTREACH  
NA LEI ALOHA FOUNDATION  
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA  
BUILDING INDUSTRY ASSOCIATION OF HAWAII  
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION  
LANAKILA REHABILITATION CENTER INC.  
POLYNESIAN CULTURAL CENTER  
CTR FOR CULTURAL AND TECH INTERCHNG  
BETW EAST AND WEST  
BISHOP MUSEUM  
ALCOHOLIC REHABILITATION SVS OF HI INC  
DBA HINA MAUKA  
ASSOCIATION OF OWNERS OF KUKUI PLAZA  
MAUI ECONOMIC DEVELOPMENT BOARD  
NETWORK ENTERPRISES, INC.  
HONOLULU HABITAT FOR HUMANITY  
ALOHACARE

ORI ANUENUE HALE, INC.  
IUPAT, DISTRICT COUNCIL 50  
GOODWILL INDUSTRIES OF HAWAII, INC.  
HAROLD K.L. CASTLE FOUNDATION  
MAUI ECONOMIC OPPORTUNITY, INC.  
EAH, INC.  
PARTNERS IN DEVELOPMENT FOUNDATION  
HABITAT FOR HUMANITY MAUI  
W. M. KECK OBSERVATORY  
HAWAII EMPLOYERS COUNCIL  
HAWAII STATE FCU  
MAUI COUNTY FCU  
PUNAHOU SCHOOL  
YMCA OF HONOLULU  
EASTER SEALS HAWAII  
AMERICAN LUNG ASSOCIATION  
Hawaii Area Committee  
St. Francis Medical Center  
READ TO ME INTERNATIONAL FOUNDATION  
MAUI FAMILY YMCA  
WAILUKU FEDERAL CREDIT UNION  
ST. THERESA CHURCH  
HALE MAHAOLU  
West Maui Community Federal Credit Union  
Hawaii Island Humane Society  
Kama'aina Care Inc  
Tutu and Me Traveling Preschool  
First United Methodist Church  
AOAO Royal Capitol Plaza  
Kumpang Lanai  
Child and Family Service  
MARINE SURF WAIKIKI, INC.  
Hawaii Health Connector  
Hawaii Carpenters Market Recovery Program  
Fund  
Puu Heleakala Community Association  
Saint Louis School  
Kailua Racquet Club, Ltd.  
Homewise Inc.  
Hawaii Baptist Academy  
prod test kindly ignore HI - DP  
Kroc Center Hawaii

**Account Type: College and University (7 records)**

ARGOSY UNIVERSITY  
HAWAII PACIFIC UNIVERSITY  
UNIVERSITY OF HAWAII AT MANOA  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
University Clinical Research and Association  
CHAMINADE UNIVERSITY OF HONOLULU

**Account Type: Other (6 records)**

Hawaii Information Consortium  
TURTLE BAY RESORT GOLF CLUB  
Leeward Community Church  
E Malama In Keiki O Lanai  
Angels at Play Preschool & Kindergarten  
Queen Emma Gardens AOA

**Account Type: City (1 record)**

COUNTY OF MAUI

**Account Type: Community College (2 records)**

Honolulu Community College  
COLLEGE OF THE MARSHALL ISLANDS

**Account Type: State Agency (11 records)**

DOT Airports Division Hilo International Airport  
Judiciary - State of Hawaii  
STATE OF HAWAII, DEPT. OF EDUCATION  
ADMIN. SERVICES OFFICE  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII HEALTH SYSTEMS CORPORATION  
HAWAII AGRICULTURE RESEARCH CENTER  
STATE OF HAWAII  
Third Judicial Circuit - State of Hawaii

**Account Type: Consolidated City/County (2 records)**

CITY AND COUNTY OF HONOLULU  
Lanai Youth Center

**Account Type: Federal (2 records)**

US Navy  
Defense Information System Agency

**State: OR**

**Account Type: K-12 (209 records)**

VALLEY CATHOLIC SCHL  
CROOK COUNTY SCHOOL DISTRICT  
CORBETT SCHL DIST #39  
Bethel School District #52  
St. Therese Parish/School  
Portland YouthBuilders  
Wallowa County ESD  
Fern Ridge School District 28J  
MOLALLA RIVER ACADEMY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
SOUTHWEST CHARTER SCHOOL  
WHITEAKER MONTESSORI SCHOOL  
CASCADES ACADEMY OF CENTRAL OREGON  
NEAH-KAH-NIE DISTRICT NO.56  
INTER MOUNTAIN ESD  
STANFIELD SCHOOL DISTRICT  
LA GRANDE SCHOOL DISTRICT  
CASCADE SCHOOL DISTRICT  
DUFUR SCHOOL DISTRICT NO.29  
hillsboro school district  
GASTON SCHOOL DISTRICT 511J  
BEAVERTON SCHOOL DISTRICT  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
WILLAMINA SCHOOL DISTRICT  
MCMINNVILLE SCHOOL DISTRICT NO.40  
Sheridan School District 48J  
THE CATLIN GABEL SCHOOL  
NORTH WASCO CTY SCHOOL DISTRICT 21 -  
CHENOWITH  
CENTRAL CATHOLIC HIGH SCHOOL  
CANYONVILLE CHRISTIAN ACADEMY  
GEN CONF OF SDA CHURCH WESTERN OR  
PORTLAND ADVENTIST ACADEMY  
OUR LADY OF THE LAKE SCHOOL  
NYSSA SCHOOL DISTRICT NO. 26

ARLINGTON SCHOOL DISTRICT NO. 3  
LIVINGSTONE ADVENTIST ACADEMY  
Santiam Canyon SD 129J  
WEST HILLS COMMUNITY CHURCH  
BANKS SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR  
ESD  
HARNEY EDUCATION SERVICE DISTRICT  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
SOUTHERN OREGON EDUCATION SERVICE  
DISTRICT  
SILVER FALLS SCHOOL DISTRICT  
St Helens School District  
DAYTON SCHOOL DISTRICT NO.8  
Amity School District 4-J  
SCAPPOOSE SCHOOL DISTRICT 1J  
REEDSPORT SCHOOL DISTRICT  
FOREST GROVE SCHOOL DISTRICT  
DAVID DOUGLAS SCHOOL DISTRICT  
LOWELL SCHOOL DISTRICT NO.71  
TIGARD-TUALATIN SCHOOL DISTRICT  
SHERWOOD SCHOOL DISTRICT 88J  
RAINIER SCHOOL DISTRICT  
NORTH CLACKAMAS SCHOOL DISTRICT  
MONROE SCHOOL DISTRICT NO.1J  
CHILDPEACE MONTESSORI  
HEAD START OF LANE COUNTY  
HARNEY COUNTY SCHOOL DIST. NO.3  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
ARCHBISHOP FRANCIS NORBERT BLANCHET  
SCHOOL  
LEBANON COMMUNITY SCHOOLS NO.9  
MT.SCOTT LEARNING CENTERS  
SEVEN PEAKS SCHOOL  
DE LA SALLE N CATHOLIC HS  
MULTISENSORY LEARNING ACADEMY  
MITCH CHARTER SCHOOL  
REALMS CHARTER SCHOOL  
BAKER SCHOOL DISTRICT 5-J  
PHILOMATH SCHOOL DISTRICT  
CLACKAMAS EDUCATION SERVICE DISTRICT  
CANBY SCHOOL DISTRICT

OREGON TRAIL SCHOOL DISTRICT NO.46  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
MOLALLA RIVER SCHOOL DISTRICT NO.35  
ESTACADA SCHOOL DISTRICT NO.108  
GLADSTONE SCHOOL DISTRICT  
ASTORIA SCHOOL DISTRICT 1C  
SEASIDE SCHOOL DISTRICT 10  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
VERNONIA SCHOOL DISTRICT 47J  
SOUTH COAST EDUCATION SERVICE DISTRICT  
COOS BAY SCHOOL DISTRICT NO.9  
COOS BAY SCHOOL DISTRICT  
NORTH BEND SCHOOL DISTRICT 13  
COQUILLE SCHOOL DISTRICT 8  
MYRTLE POINT SCHOOL DISTRICT NO.41  
BANDON SCHOOL DISTRICT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-  
C  
REDMOND SCHOOL DISTRICT  
DESCHUTES COUNTY SD NO.6 - SISTERS SD  
DOUGLAS EDUCATION SERVICE DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
GLIDE SCHOOL DISTRICT NO.12  
SOUTH UMPQUA SCHOOL DISTRICT #19  
YONCALLA SCHOOL DISTRICT NO.32  
ELKTON SCHOOL DISTRICT NO.34  
DOUGLAS COUNTY SCHOOL DISTRICT 116  
HOOD RIVER COUNTY SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NO.4  
CENTRAL POINT SCHOOL DISTRICT NO. 6  
JACKSON CO SCHOOL DIST NO.9  
ROGUE RIVER SCHOOL DISTRICT NO.35  
MEDFORD SCHOOL DISTRICT 549C  
CULVER SCHOOL DISTRICT NO.  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
GRANTS PASS SCHOOL DISTRICT 7  
LOST RIVER JR/SR HIGH SCHOOL  
KLAMATH FALLS CITY SCHOOLS  
LANE COUNTY SCHOOL DISTRICT 4J  
SPRINGFIELD SCHOOL DISTRICT NO.19  
CRESWELL SCHOOL DISTRICT  
SOUTH LANE SCHOOL DISTRICT 45J3  
LANE COUNTY SCHOOL DISTRICT 69



SIUSLAW SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
LINN CO. SCHOOL DIST. 95C - SCIO SD  
ONTARIO MIDDLE SCHOOL  
GERVAIS SCHOOL DIST. #1  
NORTH SANTIAM SCHOOL DISTRICT 29J  
JEFFERSON SCHOOL DISTRICT  
SALEM-KEIZER PUBLIC SCHOOLS  
MT. ANGEL SCHOOL DISTRICT NO.91  
MARION COUNTY SCHOOL DISTRICT 103 -  
WASHINGTON ES  
MORROW COUNTY SCHOOL DISTRICT  
MULTNOMAH EDUCATION SERVICE DISTRICT  
GRESHAM-BARLOW SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO. 2  
CENTRAL SCHOOL DISTRICT 13J  
St. Mary Catholic School  
CROSSROADS CHRISTIAN SCHOOL  
ST. ANTHONY SCHOOL  
HERITAGE CHRISTIAN SCHOOL  
BEND-LA PINE SCHOOL DISTRICT  
GLENDALE SCHOOL DISTRICT  
LINCOLN COUNTY SCHOOL DISTRICT  
PORTLAND PUBLIC SCHOOLS  
REYNOLDS SCHOOL DISTRICT  
CENTENNIAL SCHOOL DISTRICT  
NOBEL LEARNING COMMUNITIES  
St. Stephen's Academy  
Salem-Keizer 24J  
McKay High School  
Pine Eagle Charter School  
Waldo Middle School  
hermiston school district  
Clear Creek Middle School  
Marist High School  
Victory Academy  
Vale School District No. 84  
St. Mary School  
Junction City High School  
Three Rivers School District  
Pedee School  
Fern Ridge School District  
Ppmc Education Committee

JESUIT HIGH SCHL EXEC OFC  
LASALLE HIGH SCHOOL  
Southwest Christian School  
Stayton Christian School  
Willamette Christian School  
Westside Christian High School  
CS LEWIS ACADEMY  
Portland America School  
Forest Hills Lutheran School  
Sunrise Preschool  
Mosier Community School  
Koreducators Lep High  
Warrenton Hammond School District  
Sutherlin School District  
Malheur Elementary School District  
Ontario School District  
Parkrose School District 3  
Riverdale School District 51J  
Tillamook School District  
Trinity Lutheran Church and School  
Siletz Valley School  
Madeleine School  
South Columbia Family School  
Union School District  
Helix School District  
Corvallis School District 509J  
Falls City School District #57  
Portland Christian Schools  
Deer Creek Elementary School  
Yamhill Carlton School District  
HARRISBURG SCHL DIST  
BNAI BRITH CAMP  
OREGON FOOD BANK  
ABIQUA SCHL  
Imbler School District #11  
monument school  
St. Paul School District  
St Paul Parish School  
EagleRidge High School  
Northwest Academy  
L'Etoiile French Immersion School  
Marist Catholic High School  
Elgin school dist.

PLEASANT HILL SCH DIST #1  
Ukiah School District 80R  
North Powder Charter School  
French American School  
Mastery Learning Institute  
North Lake School District 14  
Early College High School

**Account Type: County (46 records)**

GILLIAM COUNTY OREGON  
HOUSING AUTHORITY OF CLACKAMAS COUNTY  
UMATILLA COUNTY, OREGON  
MULTNOMAH LAW LIBRARY  
clackamas county  
CLATSOP COUNTY  
COLUMBIA COUNTY, OREGON  
coos county  
CROOK COUNTY ROAD DEPARTMENT  
CURRY COUNTY OREGON  
DESCHUTES COUNTY  
GILLIAM COUNTY  
GRANT COUNTY, OREGON  
HARNEY COUNTY SHERIFFS OFFICE  
HOOD RIVER COUNTY  
jackson county  
josephine county  
klamath county  
LANE COUNTY  
LINN COUNTY  
MARION COUNTY , SALEM, OREGON  
MULTNOMAH COUNTY  
SHERMAN COUNTY  
WASCO COUNTY  
YAMHILL COUNTY  
WALLOWA COUNTY  
ASSOCIATION OF OREGON COUNTIES  
NAMI LANE COUNTY  
BENTON COUNTY  
DOUGLAS COUNTY  
JEFFERSON COUNTY  
LAKE COUNTY  
LINCOLN COUNTY  
POLK COUNTY

UNION COUNTY  
WASHINGTON COUNTY  
MORROW COUNTY  
NORCOR Juvenile Detention  
Tillamook County Estuary  
Job Council  
Mckenzie Personnel Services  
Columbia Basin Care Facility  
BAKER CNTY GOVT  
TILLAMOOK CNTY  
Wheeler County  
Clackamas County Juvenile Dept

**Account Type: Non-Profit (517 records)**

Tamarack Aquatic Center  
Seven Feathers Casino  
Long Tom Watershed Council  
San Martin Deporres Catholic Church  
Portland Parks Foundation  
Mt Emily Safe Center  
Salem First Presbyterian Church  
Rolling Hills Baptist Church  
Baker Elks  
Gates Community Church of Christ  
PIP Corps LLC  
Turtle Ridge Wildlife Center  
Grande Ronde Model Watershed Foundation  
Western Environmental Law Center  
Mercy Flights, Inc.  
HHoly Trinity Greek Orthodox Cathedral  
MECOP Inc.  
Beaverton Christians Church  
Oregon Humanities  
St. Pius X School  
Community Connection of Northeast Oregon, Inc.  
Living Opportunities, Inc.  
Coos Art Museum  
OETC  
Blanchet House of Hospitality  
Merchants Exchange of Portland, Oregon  
Coalition for a Livable Future  
Central Oregon Visitors Association

Soroptimist International of Gold Beach, OR  
Real Life Christian Church  
Delphian School  
AVON  
EPUD-Emerald People's Utility District  
Human Solutions, Inc.  
The Wallace Medical Concern  
Boys & Girls Club of Salem, Marion & Polk  
Counties  
The Ross Ragland Theater and Cultural Center  
Cascade Health Solutions  
Umpqua Community Health Center  
ALZHEIMERS NETWORK OF OREGON  
NATIONAL WILD TURKEY FEDERATION  
TILLAMOOK ESTUARIES PARTNERSHIP  
LIFEWORKS NW  
COLLEGE HOUSING NORTHWEST  
PARALYZED VETERANS OF AMERICA  
Independent Development Enterprise Alliance  
MID-WILLAMETTE VALLEY COMMUNITY  
ACTION AGENCY, INC  
HALFWAY HOUSE SERVICES, INC.  
REDMOND PROFICIENCY ACADEMY  
OHSU FOUNDATION  
SHELTERCARE  
PRINGLE CREEK SUSTAINABLE LIVING CENTER  
PACIFIC INSTITUTES FOR RESEARCH  
Mental Health for Children, Inc.  
The Dreaming Zebra Foundation  
LAUREL HILL CENTER  
THE OREGON COMMUNITY FOUNDATION  
OCHIN  
WE CARE OREGON  
SE WORKS  
ENTERPRISE FOR EMPLOYMENT AND  
EDUCATION  
OMNIMEDIX INSTITUTE  
PORTLAND BUSINESS ALLIANCE  
GATEWAY TO COLLEGE NATIONAL NETWORK  
FOUNDATIONS FOR A BETTER OREGON  
GOAL ONE COALITION  
ATHENA LIBRARY FRIENDS ASSOCIATION  
Coastal Family Health Center  
CENTER FOR COMMUNITY CHANGE

STAND FOR CHILDREN  
ST. VINCENT DEPAUL OF LANE COUNTY  
EAST SIDE FOURSQUARE CHURCH  
CORVALLIS MOUNTAIN RESCUE UNIT  
InventSuccess  
SHERIDAN JAPANESE SCHOOL FOUNDATION  
MOSAIC CHURCH  
HOUSING AUTHORITY OF LINCOLN COUNTY  
RENEWABLE NORTHWEST PROJECT  
INTERNATIONAL SUSTAINABLE DEVELOPMENT  
FOUNDATION  
CONSERVATION BIOLOGY INSTITUTE  
THE NATIONAL ASSOCIATION OF CREDIT  
MANAGEMENT-OREGON, INC.  
BLACHLY LANE ELECTRIC COOPERATIVE  
MORNING STAR MISSIONARY BAPTIST  
CHURCH  
NORTHWEST FOOD PROCESSORS  
ASSOCIATION  
INDEPENDENT INSURANCE AGENTS AND  
BROKERS OF OREGON  
OREGON EDUCATION ASSOCIATION  
HEARING AND SPEECH INSTITUTE INC  
SALEM ELECTRIC  
MORRISON CHILD AND FAMILY SERVICES  
JUNIOR ACHIEVEMENT  
CENTRAL BIBLE CHURCH  
MID COLUMBIA MEDICAL CENTER-GREAT 'N  
SMALL  
TRILLIUM FAMILY SERVICES, INC.  
YWCA SALEM  
PORTLAND ART MUSEUM  
SAINT JAMES CATHOLIC CHURCH  
SOUTHERN OREGON HUMANE SOCIETY  
VOLUNTEERS OF AMERICA OREGON  
CENTRAL DOUGLAS COUNTY FAMILY YMCA  
METROPOLITAN FAMILY SERVICE  
OREGON MUSUEM OF SCIENCE AND INDUSTRY  
FIRST UNITARIAN CHURCH  
ST. ANTHONY CHURCH  
Good Shepherd Medical Center  
Salem Academy  
ST VINCENT DE PAUL  
OUTSIDE IN  
UNITED CEREBRAL PALSY OF OR AND SW WA

WILLAMETTE VIEW INC.  
PORTLAND HABILITATION CENTER, INC.  
OREGON STATE UNIVERSITY ALUMNI  
ASSOCIATION  
Rose Villa  
NORTHWEST LINE JOINT APPRENTICESHIP &  
TRAINING COMMITTEE  
BOYS AND GIRLS CLUBS OF PORTLAND  
METROPOLITAN AREA  
Oregon Research Institute  
WILLAMETTE LUTHERAN HOMES, INC  
LANE MEMORIAL BLOOD BANK  
PORTLAND JEWISH ACADEMY  
LANECO FEDERAL CREDIT UNION  
GRANT PARK CHURCH  
ST. MARYS OF MEDFORD, INC.  
US CONFERENCE OF MENONNITE BRETHREN  
CHURCHES  
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 RESOUCE 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  
CENTRAL OREGON COMMUNITY ACTION  
AGENCY NETWORK  
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  
PROVIDENCE HOOD RIVER MEMORIAL  
HOSPITAL  
SAINT ANDREW NATIVITY SCHOOL  
BARLOW YOUTH FOOTBALL  
SPOTLIGHT THEATRE OF PLEASANT HILL  
FAMILIES FIRST OF GRANT COUNTY, INC.  
TOUCHSTONE PARENT ORGANIZATION  
CANCER CARE RESOURCES  
CASCADIA REGION GREEN BUILDING COUNCIL  
SHERMAN DEVELOPMENT LEAGUE, INC.

SCIENCEWORKS  
WORD OF LIFE COMMUNITY CHURCH  
SOCIAL VENTURE PARTNERS PORTLAND  
OREGON PROGRESS FORUM  
CENTER FOR RESEARCH TO PRACTICE  
WESTERN RIVERS CONSERVANCY  
UNITED WAY OF THE COLUMBIA WILLAMETTE  
EUGENE BALLET COMPANY  
EAST WEST MINISTRIES INTERNATIONAL  
SISKIYOU INITIATIVE  
EDUCATIONAL POLICY IMPROVEMENT CENTER  
North Pacific District of Foursquare Churches  
CATHOLIC CHARITIES  
FIRST CHURCH OF THE NAZARENE  
WESTSIDE BAPTIST CHURCH  
Little Promises Children's Program  
UNION GOSPEL MISSION  
GRACE BAPTIST CHURCH  
COMMUNITY ACTION ORGANIZATION  
OUTSIDE IN  
MAKING MEMORIES BREAST CANCER  
FOUNDATION, INC.  
ELAW  
COMMUNITY HEALTH CENTER, INC  
Greater Portland INC  
Boys & Girls Club of Corvallis  
Southeast Uplift Neighborhood Coalition  
First United Presbyterian Church  
PDX Wildlife  
Jackson-Josephine 4-C Council  
Childsworld Learning Center  
New Artists Performing Arts Productions, Inc.  
Relief Nursery  
Viking Sal Senior Center  
Boys and Girls Club of the rogue valley  
DrupalCon Inc., DBA Drupal Association  
Albany Partnership for Housing and  
Community Development  
Hermiston Christian Center & School  
Dress for Success Oregon  
Beaverton Rock Creek Foursquare Church  
St Paul Catholic Church  
St Mary's Catholic School and Parish  
Polk Soil and Water Conservation District

Street Ministry  
La Grande Church of the Nazarene  
Spruce Villa, Inc.  
House of Prayer for All Nations  
Sacred Heart Catholic Church  
African American Health Coaliton, Inc.  
Happy Canyon Company  
Village Home Education Resource Center  
Monet's Children's Circle  
Cascade Housing Association  
Dayspring Fellowship  
Northwest Habitat Institute  
First Baptist Church  
The Nature Conservancy, Willamette Valley  
Field Office  
Portland Community Reinvestment Initiatives,  
Inc.  
GeerCrest Farm & Historical Society  
College United Methodist Church  
NEDCO  
Salem Evangelical Church  
Daystar Education, Inc.  
Oregon Social Learning Center  
Pain Society of Oregon  
environmental law alliance worldwide  
Community in Action  
Safe Harbors  
FIRST CHRISTIAN CHURCH  
Pacific Classical Ballet  
Depaul Industries  
African American Health Coalition  
Ministerio International Casa  
Jesus Prayer Book  
Workforce Northwest Inc  
Coalition Of Community Health  
New Paradise Worship Center  
River Network  
CCI Enterprises Inc  
Oregon Nurses Association  
GOODWILL INDUSTRIES OF THE COLUMBIA  
WILLAMETTE  
Mount Angel Abbey  
YMCA OF ASHLAND  
YMCA OF COLUMBIA-WILLAMETTE

ASSOCIATION SERVICES

Multnomah Law Library  
 Friends Of Tryon Creek State P  
 Ontrack Inc.  
 Calvin Presbyterian Church  
 HOLT INTL CHILD  
 St John The Baptist Catholic  
 Portland Foursquare Church  
 Portland Christian Center  
 Church Extension Plan  
 Occu Afghanistan Relief Effort  
 EUGENE FAMILY YMCA  
 Christ The King Parish and School  
 Congregation Neveh Shalom  
 Newberg Christian Church  
 First United Methodist Church  
 Zion Lutheran Church  
 Hoodview Christian Church  
 Southwest Bible Church  
 Community Works Inc  
 Masonic Lodge Pearl 66  
 Molalla Nazarene Church  
 Transition Projects, Inc  
 St Michaels Episcopal Church  
 Saint Johns Catholich Church  
 Access Inc  
 Step Forward Activities Inc  
 Lane Arts Council  
 Community Learning Center  
 Old Mill Center for Children and Families  
 Sunny Oaks Inc  
 Little Flower Development Center  
 Hospice Center Bend La Pine  
 P E C I  
 Westside Foursquare Church  
 Relief Nursery Inc  
 Morning Star Community Church  
 MULTNOMAH DEFENDERS INC  
 Providence Health System  
 Holy Trinity Catholic Church  
 Holy Redeemer Catholic Church  
 Alliance Bible Church  
 Mid Columbia Childrens Council

HUMANE SOCIETY OF REDMOND

Intergral Youth Services  
 Our Redeemer Lutheran Church  
 Kbps Public Radio  
 Skyball Salem Keizer Youth Bas  
 Open Technology Center  
 Grace Chapel  
 CHILDREN'S MUSEUM 2ND  
 Oregon District 7 Little League  
 Portland Schools Alliance  
 My Fathers House  
 Solid Rock  
 West Chehalem Friends Church  
 Eugene Creative Care  
 Guide Dogs For The Blind  
 Children Center At Trinity  
 Aldersgate Camps and Retreats  
 St. Katherine's Catholic Church  
 Bags of Love  
 Grand View Baptist Church  
 Green Electronics Council  
 Scottish Rite  
 Western Wood Products Association  
 THE NEXT DOOR  
 NATIONAL PSORIASIS FOUNDATION  
 NEW BEGINNINGS CHRISTIAN CENTER  
 HIGHLAND UNITED CHURCH OF CHRIST  
 OREGON REPERTORY SINGERS  
 HIGHLAND HAVEN  
 FAIR SHARE RESEARCH AND EDUCATION FUND  
 Oregon Satsang Society, Inc., A chartered  
 Affiliate of ECKANKAR , ECKA  
 First Baptist Church of Enterprise  
 The Canby Center  
 Oregon Nikkei Endowment  
 Eastern Oregon Alcoholism Foundation  
 Grantmakers for Education  
 The Spiral Gallery  
 The ALS Association Oregon and SW  
 Washington Chapter  
 Children's Relief Nursery  
 Home Builders  
 Energy Trust of Oregon  
 Oregon Psychoanalytic Center

Store to Door  
Depaul Industries  
Union County Economic Development Corp.  
Camelto Theatre Company  
Camp Fire Columbia  
TAKE III OUTREACH  
Rolling Hills Community Church  
Sandy Seventh-day Adventist Church  
Muddy Creek Charter School  
A FAMILY FOR EVERY CHILD  
1000 FRIENDS OF OREGON  
NONPROFIT ASSOCIATION OF OREGON  
FAMILY CARE INC  
Clean Slate Canine Rescue & Rehabilitation  
St. Martins Episcopal church  
Food for Lane County  
columbia gorge discovery center and museum  
NAMI of Washington County  
The Dalles Art Association  
Temple Beth Israel  
YMCA of Marion and Polk Counties  
Fund For Christian Charity  
Deer Meadow Assisted Living  
Umpqua Basin Water Association  
300 Main Inc  
Southwestern Oregon Public Defender  
Services, Inc.  
Albertina Kerr Centers  
Dufur Christian Church  
St. Matthew Catholic School  
Serendipity Center Inc  
Northwest Family Services  
Network Charter School  
Ride Connecton  
Parenting Now!  
USO Northwest  
Norkenzie Christian Church  
Center for Family Development  
West Salem Foursquare Church  
Mount Pisgah Arboretum  
Lower Columbia Estuary Partnership  
Nehalem Bay House  
p:ear

Health Share of Oregon  
St. Peter Catholic Church  
Mid Willamette Valley Community Action  
A Hope For Autism Foundation  
Breast Friends  
SEPTL Southeast Portland Tool Library  
National Christian Community Foundation  
Willamette Valley Babe Ruth  
Center For Continuous Improvement  
Trillium Sprigs  
Youth Dynamics  
Ashland Art Center  
Apostolic Church of Jesus Christ  
DOUGLAS FOREST PROTECTIVE  
Oregon Lyme Disease Network  
Ecotrust  
SPECIAL MOBILITY SERVICES  
Ronald McDonald House Charities of Oregon &  
Southwest Washington  
Center for Human Development  
DePaul Treatment Centers, Inc.  
Mission Increase Foundation  
THREE RIVERS CASINO  
Yamhill Community Care Organization  
Portland Japanese Garden  
The Madeleine Parish  
The Tucker-Maxon Oral School  
Southwest Neighborhoods, Inc  
Wallowa Valley Center For Wellness  
KIDS INTERVENTION AND DIAGNOSTIC CENTER  
Portland Yacht Club  
League of Women Voters  
Portland Oregon Visitors Association  
Southern Oregon Project Hope  
Our United Villages  
Samaritan Health Services Inc.  
Kilchis House  
Grace Lutheran School  
Western Mennonite School  
OEA CHOICE TRUST  
American Tinnitus Association  
Unitus Community Credit Union  
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT  
DISTRICT OF OREGON



THE MILL CASINO

**Account Type: College and University (30 records)**

Oregon State University  
 Treasure Valley Community College  
 Unviersity of Oregon  
 OREGON UNIVERSITY SYSTEM  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 GEORGE FOX UNIVERSITY  
 LEWIS AND CLARK COLLEGE  
 PACIFIC UNIVERSITY  
 REED COLLEGE  
 WILLAMETTE UNIVERSITY  
 LINFIELD COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NORTHWEST CHRISTIAN COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 PORTLAND STATE UNIV.  
 CLACKAMAS COMMUNITY COLLEGE  
 MARYLHURST UNIVERSITY  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 pacific u  
 UNIVERSITY OF OREGON  
 CONCORDIA UNIV  
 Marylhurst University  
 Corban College  
 Oregon Center For Advanced T  
 Portland Actors Conservatory  
 University Of Oregon Athletics Department  
 Beta Omega Alumnae  
 Oregon Institute of Technology

**Account Type: Other (53 records)**

Umatilla Electric Cooperative  
 Clackamas River Water Providers  
 eickhoff dev co inc  
 The Klamath Tribe  
 Life Flight Network LLC  
 COVENANT RETIREMENT COMMUNITIES  
 PENTAGON FEDERAL CREDIT UNION

SAIF CORPORATION

GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
 LANE ELECTRIC COOPERATIVE  
 USAGENCIES CREDIT UNION  
 DOUGLAS ELECTRIC COOPERATIVE, INC.  
 ROGUE FEDERAL CREDIT UNION  
 PACIFIC CASCADE FEDERAL CREDIT UNION  
 PACIFIC STATES MARINE FISHERIES COMMISSION  
 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
 MID COLUMBIA COUNCIL OF GOVERNMENTS  
 CLACKAMAS RIVER WATER  
 GRANTS PASS MANAGEMENT SERVICES, DBA SPIRIT WIRELESS  
 Clatskanie People's Utility District  
 Ricoh USA  
 Heartfelt Obstetrics & Gynecology  
 Coquille Economic Development Corporation  
 Cintas  
 CITY/COUNTY INSURANCE SERVICE  
 PIONEER COMMUNITY DEVELOPMENT  
 Cornerstone Association Inc  
 COMMUNITY CYCLING CENTER  
 NPKA  
 Shangri La  
 Portland Impact  
 Eagle Fern Camp  
 NORTHWEST VINTAGE CAR AND MOTORCYCLE  
 K Churchill Estates  
 Cvalco  
 KLAMATH FAMILY HEAD START  
 RIVER CITY DANCERS  
 Oregon Permit Technical Association  
 KEIZER EAGLES AERIE 3895  
 Pgma/Cathie Bourne  
 Astra  
 CSC HEAD START  
 Beit Hallel  
 Oregon Public Broadcasting  
 La Grande Family Practice  
 SELCO Community Credit Union  
 Sphere MD  
 Halsey-Shedd Fire District

First Presbyterian Church of La Grande  
A&I Benefit Plan Administrators, Inc.  
crescent grove cemetery  
EOU - NEOAHEC

**Account Type: City Special District (22 records)**

Molalla Rural Fire Protection District  
MONMOUTH - INDEPENDENCE NETWORK  
MALIN COMMUNITY PARK AND RECREATION DISTRICT  
TILLAMOOK PEOPLES UTILITY DISTRICT  
GLADSTONE POLICE DEPARTMENT  
GOLD BEACH POLICE DEPARTMENT  
THE NEWPORT PARK AND RECREATION CENTER  
RIVERGROVE WATER DISTRICT  
WEST VALLEY HOUSING AUTHORITY  
TUALATIN VALLEY FIRE & RESCUE  
GASTON RURAL FIRE DEPARTMENT  
CITY COUNTY INSURANCE SERVICES METRO  
Roseburg Police Department  
SOUTH SUBURBAN SANITARY DISTRICT  
OAK LODGE SANITARY DISTRICT  
SOUTH FORK WATER BOARD  
SUNSET EMPIRE PARK AND RECREATION  
SPRINGFIELD UTILITY BOARD  
Tillamook Urban Renewal Agency  
Netarts Water District  
Boardman Rural Fire Protection District

**Account Type: Independent Special District (45 records)**

Silverton Fire District  
Lewis and Clark Rural Fire Protection District  
Rainbow Water District  
Illinois Valley Fire District  
PORT OF TILLAMOOK BAY  
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
METROPOLITAN EXPOSITION-RECREATION COMMISSION  
REGIONAL AUTOMATED INFORMATION NETWORK

OAK LODGE WATER DISTRICT  
THE PORT OF PORTLAND  
WILLAMALANE PARK AND RECREATION DISTRICT  
TUALATIN VALLEY WATER DISTRICT  
UNION SOIL & WATER CONSERVATION DISTRICT  
LANE EDUCATION SERVICE DISTRICT  
TUALATIN HILLS PARK AND RECREATION DISTRICT  
PORT OF SIUSLAW  
CHEHALEM PARK AND RECREATION DISTRICT  
PORT OF ST HELENS  
LANE TRANSIT DISTRICT  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
HOODLAND FIRE DISTRICT NO.74  
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT  
SALEM AREA MASS TRANSIT DISTRICT  
Banks Fire District #13  
KLAMATH COUNTY 9-1-1  
GLENDALE RURAL FIRE DISTRICT  
COLUMBIA 911 COMMUNICATIONS DISTRICT  
NW POWER POOL  
Lowell Rural Fire Protection District  
TriMet Transit  
Estacada Rural Fire District  
Keizer Fire District  
State Accident Insurance Fund Corporation  
Bend Metro Park & Recreation District  
Port of Hood River  
La Pine Park & Recreation District  
Siuslaw Public Library District  
Columbia River Fire & Rescue  
Fern Ridge Library District  
Seal Rock Water District  
Rockwood Water P.U.D.  
Tillamook Fire District  
Tillamook County Transportation Dist  
Central Lincoln People's Utility District  
Jefferson Park and Recreation

**Account Type: City (139 records)**

City of Monmouth / Public Works

McMinnville Police Department	CITY OF OREGON CITY
Brookings Fire / Rescue	CITY OF PILOT ROCK
City of Veneta	CITY OF POWERS
CITY OF DAMASCUS	RAINIER POLICE DEPARTMENT
Hermiston Fire & Emergency Svcs	CITY OF REEDSPORT
CEDAR MILL COMMUNITY LIBRARY	CITY OF RIDDLE
CITY OF LAKE OSWEGO	CITY OF SCAPPOOSE
EUGENE WATER & ELECTRIC BOARD	CITY OF SEASIDE
LEAGUE OF OREGON CITIES	CITY OF SILVERTON
CITY OF SANDY	CITY OF STAYTON
CITY OF ASTORIA OREGON	City of Troutdale
CITY OF BEAVERTON	CITY OF TUALATIN, OREGON
CITY OF BOARDMAN	CITY OF WARRENTON
CITY OF CANBY	CITY OF WEST LINN/PARKS
CITY OF CANYONVILLE	CITY OF WOODBURN
CITY OF CENTRAL POINT POLICE DEPARTMENT	CITY OF TIGARD, OREGON
CITY OF CLATSKANIE	CITY OF AUMSVILLE
CITY OF CONDON	CITY OF PORT ORFORD
CITY OF COOS BAY	CITY OF EAGLE POINT
CITY OF CORVALLIS	CITY OF WOOD VILLAGE
CITY OF CRESWELL	St. Helens, City of
CITY OF ECHO	CITY OF WINSTON
CITY OF ESTACADA	CITY OF COBURG
CITY OF EUGENE	CITY OF NORTH PLAINS
CITY OF FAIRVIEW	CITY OF GERVAIS
CITY OF GEARHART	CITY OF YACHATS
CITY OF GOLD HILL	FLORENCE AREA CHAMBER OF COMMERCE
CITY OF GRANTS PASS	PORTLAND DEVELOPMENT COMMISSION
CITY OF GRESHAM	CITY OF CANNON BEACH OR
CITY OF HILLSBORO	CITY OF ST. PAUL
CITY OF HOOD RIVER	CITY OF ADAIR VILLAGE
CITY OF JOHN DAY	CITY OF WILSONVILLE
CITY OF KLAMATH FALLS	HOUSING AUTHORITY OF THE CITY OF SALEM
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 ASHLAND  
 CITY OF LEBANON  
 CITY OF PORTLAND  
 CITY OF SALEM  
 CITY OF SPRINGFIELD  
 CITY OF BURNS  
 CITY OF COTTAGE GROVE  
 CITY OF DALLAS  
 CITY OF FALLS CITY  
 CITY OF PHOENIX  
 CITY OF PRAIRIE CITY  
 CITY OF REDMOND  
 CITY OF SHERWOOD  
 City of junction city  
 City of Florence  
 City of Dayton  
 City of Monmouth  
 City of Philomath  
 City of Sheridan  
 Seaside Public Library  
 City of Yoncalla  
 La Grande Police Department  
 Cove City Hall  
 Woodburn City Of  
 NW PORTLAND INDIAN HEALTH BOARD  
 Portland Patrol Services  
 City Of Bend  
 City Of Coquille  
 City Of Molalla  
 City Of North Bend  
 Columbia Gorge Community  
 ROCKWOOD WATER PEOPLE'S UTILITY  
 DISTRICT  
 City of St. Helens  
 City of North Powder  
 City of Cornelius, OR  
 Toledo Police Department  
 City of Independence  
 City of Baker City  
 McMinnville Water & Light  
 CITY OF SWEETHOME  
 CITY OF THE DALLES  
 CLACKAMAS FIRE DIST#1

DESCHUTES PUBLIC LIBRARY  
 City of Ontario  
 North Lincoln Fire & Rescue #1  
 City of Harrisburg  
 Gladstone Public Library  
 CITY OF LINCOLN CITY  
 City of Milton-Freewater  
 City of Forest Grove  
 City Government  
 City of Mt. Angel  
**Account Type: County Special District (27 records)**  
 Netarts-Oceanside RFPD  
 UIUC  
 Rogue River Fire District  
 Tillamook County Emergency Communications District  
 Southern Coos Hospital  
 Oregon Cascades West Council of Governments  
 MULTONAH COUNTY DRAINAGE DISTRICT #1  
 PORT OF BANDON  
 OR INT'L PORT OF COOS BAY  
 MID-COLUMBIA CENTER FOR LIVING  
 DESCHUTES COUNTY RFPD NO.2  
 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT  
 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY  
 CENTRAL OREGON IRRIGATION DISTRICT  
 MARION COUNTY FIRE DISTRICT #1  
 COLUMBIA RIVER PUD  
 SANDY FIRE DISTRICT NO. 72  
 BAY AREA HOSPITAL DISTRICT  
 NEAH KAH NIE WATER DISTRICT  
 PORT OF UMPQUA  
 EAST MULTNOMAH SOIL AND WATER CONSERVANCY  
 Benton Soil & Water Conservation District  
 DESCHUTES PUBLIC LIBRARY SYSTEM  
 CLEAN WATER SERVICES  
 Crooked River Ranch Rural Fire Protection District  
 PARROTT CREEK CHILD & FAM

South Lane County Fire And Rescue

**Account Type: Community College (15 records)**

- CENTRAL OREGON COMMUNITY COLLEGE
- UMPQUA COMMUNITY COLLEGE
- LANE COMMUNITY COLLEGE
- MT. HOOD COMMUNITY COLLEGE
- LINN-BENTON COMMUNITY COLLEGE
- SOUTHWESTERN OREGON COMMUNITY COLLEGE
- PORTLAND COMMUNITY COLLEGE
- CHEMEKETA COMMUNITY COLLEGE
- ROGUE COMMUNITY COLLEGE
- COLUMBIA GORGE COMMUNITY COLLEGE
- TILLAMOOK BAY COMMUNITY COLLEGE
- KLAMATH COMMUNITY COLLEGE DISTRICT
- OREGON COMMUNITY COLLEGE ASSOCIATION
- Oregon Coast Community College
- Clatsop Community College

**Account Type: State Agency (36 records)**

- Oregon Forest Resources Institute
- Office of the Ong Term Care Ombudsman
- Oregon State Lottery
- OREGON TOURISM COMMISSION
- OREGON STATE POLICE
- OFFICE OF THE STATE TREASURER
- OREGON DEPT. OF EDUCATION
- SEIU LOCAL 503, OPEU
- OREGON DEPARTMENT OF FORESTRY
- OREGON STATE DEPT OF CORRECTIONS
- OREGON CHILD DEVELOPMENT COALITION
- OFFICE OF MEDICAL ASSISTANCE PROGRAMS
- OREGON OFFICE OF ENERGY
- OREGON STATE BOARD OF NURSING
- BOARD OF MEDICAL EXAMINERS
- OREGON LOTTERY
- OREGON BOARD OF ARCHITECTS
- SANTIAM CANYON COMMUNICATION CENTER
- OREGON DEPT OF TRANSPORTATION
- OREGON TRAVEL INFORMATION COUNCIL
- OREGON DEPARTMENT OF EDUCATION
- OREGON DEPT. OF CORRECTIONS

- DEPARTMENT OF ADMINISTRATIVE SERVICES
- Oregon Tradeswomen
- Oregon Convention Center
- OREGON SCHL BRDS ASSOCIAT
- OREGON DEPARTMENT OF HUMAN SERVICES
- CARE OREGON
- Kdrv Channel 12
- Central Oregon Home Health and Hos
- Oregon Health Care Quality Cor
- Opta Oregon Permit Technician
- HOUSING DEVELOPING CORP
- State of Oregon - Department of Administrative Services
- Aging and People with Disabilities
- STATE OF OREGON

**Account Type: Consolidated City/County (2 records)**

- City of Carlton
- City of Pendleton Convention Center

**Account Type: Federal (6 records)**

- US FISH AND WILDLIFE SERVICE
- Bonneville Power Administration
- Oregon Army National Guard
- USDA Forest Service
- Yellowhawk Tribal Health Center
- ANGELL JOB CORPS

**Account Type: Housing Authority (6 records)**

- Coquille Indian Housing Authority
- HOUSING AUTHORITY OF PORTLAND
- NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
- MARION COUNTY HOUSING AUTHORITY
- Housing Authority of Yamhill County
- The Housing Authority of the County of Umatilla

**9. 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.

## **10. 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



Attachment B  
Prospective Bidder List

<b>Name</b>	<b>Company</b>	<b>Phone</b>	<b>E-mail</b>
Russ Ziegler	ParCar	(608) 495-2475	<a href="mailto:rziegler@parcar.com">rziegler@parcar.com</a>
Ryan McClellan	Club Car	(706) 513-2076	<a href="mailto:Ryan_McClellan@clubcar.com">Ryan_McClellan@clubcar.com</a>
Marc Tullemans	Polaris	763-525-7743	<a href="mailto:marc.tullemans@polaris.com">marc.tullemans@polaris.com</a>
Jackson Esselman	Kawasaki	(817) 589-1180	<a href="mailto:jackson.esselman@kmc-usa.com">jackson.esselman@kmc-usa.com</a>
Mark Deakyne	John Deere	(309) 765-0294	<a href="mailto:DeakyneMarkR@JohnDeere.com">DeakyneMarkR@JohnDeere.com</a>
David Woodham	Yamaha	817-371-4353	<a href="mailto:DWoodham@ymmc.yamaha-motor.com">DWoodham@ymmc.yamaha-motor.com</a>
Tim Everett	Taylor Dunn	714 956 4040	<a href="mailto:teverett@taylor-dunn.com">teverett@taylor-dunn.com</a>

## Art Roberson

---

**From:** Art Roberson  
**Sent:** Tuesday, September 16, 2014 10:23 AM  
**To:** 'rjziegler@parcar.com'; 'Ryan\_McClellan@clubcar.com'; 'marc.tullemans@polaris.com'; 'jackson.esselman@kmc-usa.com'; 'DeakyneMarkR@JohnDeere.com'; 'DWoodham@ymmc.yamaha-motor.com'; 'teverett@taylor-dunn.com'  
**Cc:** 'Mary Pelfrey'; Renee Medlin; Carla Hardin; Cedric Rowan  
**Subject:** New RFP, EV2024 for Utility Vehicles  
**Attachments:** EV02024 Utility Vehicles for US Communities FINAL RFP 09.16.14 Art R.pdf.pdf; Attachment No. 1 Sample Specification Pricing Final Draft.xlsx

The City of Kansas City, Missouri, Procurement Services Division in conjunction with U.S. Communities Government Purchasing Alliance has issued a **Request for Proposal, No. EV2024 for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services.**

I have attached the RFP document and the Excel Pricing Spreadsheet for your use. These documents are also available "on-line" and may be accessed and copies downloaded on the DemandStar website at <http://www.demandstar.com/> or, from the City's website at <http://www.kcmo.gov> as follows:

- Go to [www.kcmo.gov](http://www.kcmo.gov)
- Click on "**Departments**," and select "**General Services**";
- Scroll down and under our address information, click on "**SITE MAP**";
- Next, click on the "**Procurement Services**" link;
- Then click on the "**Online Contract Advertising Search – Bidding Opportunities**" link;
- Select "**All Categories**" in the "Add Category" window and click search.

**This will be the only notification/publication of this opportunity.**

Please let me know if you have any questions.

Thank you.



## Art Roberson, CPPB

Senior Buyer

Procurement Services

**General Services Department**

City of Kansas City, Mo.

414 E. 12<sup>th</sup> St., Room 102W

Kansas City, MO 64106

Email: [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org)

Phone: 816-513-0778

Fax: 816-513-1156

### “COMMITTED TO EXCELLENCE”

**THINK ECO-FRIENDLY!** Please consider your environmental responsibility before printing this E-mail. Every 3000 sheets printed cost us a tree. Print only if necessary. Let's conserve the environment.

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Attachment C  
Scoring Summary

**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES**

**RFP NO. EV2024**

**Evaluation Team Score Sheet Summary**

<b>CRITERIA</b>	<b>MAX POINTS</b>	<b>Club Car</b>	<b>Columbia Par Car</b>	<b>Cruise Car</b>
<b>Breadth of Products Offered</b>	<b>15</b>	12.83	10.17	8.17
<i>Proposer's demonstration of its ability throughout its proposal, including Proposer's response to Supplier Information, <u>Products, Services and Solutions</u>, (page 59 of RFP) to provide a complete offering of gas and/or electric Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services as well as any additional product and services offered by the Proposer.</i>				
<b>Proven History and Financial Stability of Proposer</b>	<b>10</b>	8.00	8.00	3.33
<i>Proposer's demonstration of strong capabilities through its history, financial soundness and stability. Consider the following information provided by Proposer:</i>				
<i>1. Cover letter</i>				
<i>2. Executive Summary</i>				
<i>3. Business/Firm Profile and Legal Structure, including D&amp;B Report and audited financial statement for last two years.</i>				
<b>Proven Experience, Qualifications and References of Proposer</b>	<b>15</b>	11.67	11.33	4.17
<i>Proposer's demonstration of experience and reputation in undertakings similar to those described in the RFP. Proposer's demonstration of similar experience of public facilities of similar size and scope. Consider the following information provided by Proposer:</i>				
<i>1. Experience:</i>				
<i>Five <u>relevant or comparable contracts</u> completed during the last five years.</i>				
<i>Three client <u>references</u> of similar projects completed during the past five years.</i>				
<i>A copy of Proposer's most recent relevant ongoing <u>public contract</u>.</i>				
<i>2. Local Personnel:</i>				
<i>Staff capacity to meet City's requirements.</i>				
<i>Key employees to be assigned to contract, including resumes.</i>				
<i>Staffing plan, including the locations of the positions.</i>				
<i>Organizational chart for the assigned staff.</i>				
<i>Plan to address <u>vacations, sicknesses and absences</u>.</i>				
<i>3. Response to <b>Scope Requirements</b>.</i>				
<b>Response to Supplier Information and Sustainability</b>	<b>20</b>	15.17	14.83	5.00
<i>1. Supplier Qualifications (pages 48-52 of RFP): Narrative of Proposer's understanding and acceptance of the Supplier Commitments</i>				
<i>2. Positive response to <u>Supplier Worksheet for National Program Consideration</u> (page 54 of RFP).</i>				
<i>3. <u>Company</u> (pages 57-58 of RFP) - The ability for the company to demonstrate its sales capability and experience in the marketplace.</i>				
<i>4. <u>Distribution</u> (page 58 of RFP) - The ability for the company to describe its ability to distribute products and any ability to do business with small or MWBE businesses as applicable.</i>				
<i>5. <u>Marketing</u> (pages 58-59 of RFP) - The company's marketing plan to promote this contractual agreement to Participating Public Agencies nationwide.</i>				
<i>6. <u>Quality</u> (page 59 of RFP) - The company's quality processes and warranties.</i>				
<i>7. <u>Administration</u> (page 60 of RFP) - The company's ability to administer the contract nationwide.</i>				
<i>8. <u>National Staffing Plan</u> (pages 60-61 of RFP) - The ability of the company to dedicate personnel for this contract nationally.</i>				
<i>9. <u>Additional Information</u> (page 61 of RFP) - Any other features, advantages and benefits company can provide to add value and benefit to Participating Public Agencies.</i>				
<i>10. <u>Sustainability</u>- The company's policies, strategies and actions on sustainability.</i>				
<b>Pricing</b>	<b>40</b>	40	40	36.57
<i>(To be scored by City of Kansas City, MO)</i>				
<b>TOTAL</b>		87.67	84.33	57.24
<b>TOTAL Minus Pricing</b>		47.67	44.33	20.67

# Attachment D

## Letter from Lead Public Agency



Tue 1/13/2015 10:19 AM

Art Roberson <Art.Roberson@kcmo.org>

RE: USC Arizona Due Diligence for Utility Vehicle RFP

To Phil Letendre

Cc Mary Pelfrey

You replied to this message on 1/13/2015 10:58 AM.

Message EV2024 Bidder E-mail list and E-mail.pdf.pdf (146 KB) Evaluation Score Sheet FINAL.xlsx (38 KB)

This E-mail is to confirm to you that all proposals received were stamp sealed and not opened until after the RFP closing date and time.

I have also attached the bidder E-mail list that we use along with a copy of that E-mail and the pricing tabulation sheet.

We also post our bids on the City web site at [www.kcmo.org](http://www.kcmo.org) and on the national Demand Star bid notification site.



**Art Roberson, CPPB**

Senior Buyer

Procurement Services Division

General Services Department

City of Kansas City, Mo.

414 E. 12<sup>th</sup> St., Room 102W

Kansas City, MO 64106

Email: [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org)

Phone: 816-513-0778

Fax: 816-513-1156

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Attachment E  
Posting Documents

Type: Bid

Project Name: [Utility, Transportation And Golf Vehicles And Related Accessories, Equipment, Parts And Services](#)

Agency: [City of Kansas City](#)

Location: Kansas City, MO 64179

Level Of Government: City and Town

Submission/Due Date: **10/14/2014 1:00 PM** **Due in 27 days**

Agency Bid #: EV2024

Publication Date: 9/16/2014

Onvia Reference #: BID:22609618

[View Map](#) [Print This](#) [Send This](#)**Specifications**

Description: Details for Bid/RFP EV2024 ...

Title: EV2024 Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services

Description: EV2024 Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services

Ad Category: Professional or Specialized or Technical Services

Start Date: 9/16/2014

Stop Date: 10/14/2014

Department: KCMO Procurement Services Division

Ad Type: RFP/RFQ/RFI

Bid/RFP Number: EV2024

Addenda Number:

Mandatory PreBid: N

PreBid Conference: N

Conference Date:

Conference Time:

Conference\_Location:

Bid/RFP Due Date: 10/14/2014

Bid/RFP Due Time: 1:00 PM

Bid/RFP\_Location: City of Kansas City, Missouri Procurement Services Division City Hall, 1st Floor, Room 102W  
414 East 12th Street Kansas City, Missouri 64106

Contact Name: Art Roberson

Contact Phone: 816-513-0778

Contact Email: [art.roberson@kcmo.org](mailto:art.roberson@kcmo.org)

Project Documents:

- [EV02024\\_1.xlsx](#) Compliance, Forms, & Other
- [EV02024.pdf](#) Specifications

Categories:

- Golf Carts
- Vehicles - Truck Leasing, Purchasing and Rental

**Agency Contact**

Buyer: [Art Roberson](#)

Buyer Job Title: Senior Contracting Officer

Buyer Department: Purchasing

Buyer Address: 414 East 12th Street  
Room 2204  
Kansas City, Missouri 64106

Buyer Email: [art\\_roberson@kcmo.org](mailto:art_roberson@kcmo.org)

Buyer Phone: p: (816) 513-0778  
Buyer Fax: f: (816) 513-1156  
Agency: [City of Kansas City](#)  
Owner Address: 414 E. 12th St.  
Kansas City, Missouri 64106  
Owner Phone: p: (816) 513-3600  
Owner Website: <http://www.kcmo.org>

**Note: Please keep a copy of this Form for your records.  
You may access this transmittal form again from the Associated Components List while your notice is active.**

# MERX Transmittal Form

Date and Time 16/09/2014 12:49 P.M.

## Reference Information

Solicitation Number	EV2024
Reference Number	306604
Source ID	PU.MU.USA.457357.C50448
Closing Date	14/10/2014
Closing Time	01:00 P.M. Central Daylight Saving Time CDT

## Component Information

Component Number	Document 0
Medium	Electronic
Format	8.5 x 11
Content	Main Document (RFP, RFQ, Tender etc.)
Language	English
Number of Pages	0
File Type	PDF
File Name	EV2024 Utility Vehicles RFP.pdf
Component Description	
Instructions	
Distribute as PDF	Yes

## Distribution Information

Distribution Unit	MERX DISTRIBUTION UNIT
Ship By	Upload

## Contact Information

Organization	U.S. Communities
Buyer MERX	Mrs. Mary Pelfrey
Address	2999 Oak Road Suite 710 Walnut Creek CA 94597
Phone	704-564-0320
Fax	803-547-5361

[Return](#)

AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan**, being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**RFP No. EV2024 for Utility Vehicles**

**City of Kansas City; Bid Location Kansas City, MO, Jackson County; Due 10/14/2014 at 01:00 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

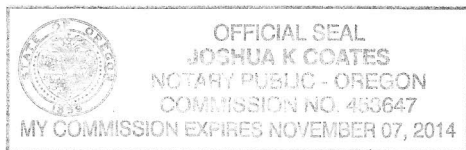
9/19/2014	9/22/2014	9/24/2014	9/26/2014
9/29/2014	10/1/2014	10/3/2014	

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 3rd DAY OF October, 2014

Marc Caplan

Notary Public-State of Oregon



**CITY OF KANSAS CITY, MO  
RFP NO. EV2024 FOR UTILITY  
VEHICLES**

**Proposals due 1:00 pm, Oct. 14  
REQUEST FOR PROPOSALS**

City of Kansas City, MO (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 1:00 PM local time on October 14, 2014. Additional information may be found at: [www.kcmo.gov](http://www.kcmo.gov)  
Published Sept. 19, 22, 24, 26, 29, Oct. 1 & 3, 2014.

10609394

Mary Pelfrey  
U.S. Communities  
9124 Drayton Ln  
Fort Mill, SC 29707-5848

Order No.: 10609394  
Client Reference No:

**AFFIDAVIT OF PUBLICATION**

State of Hawaii )  
 ) SS:  
County of Hawaii )

LEILANI K. R. HIGAKI, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of HAWAII TRIBUNE-HERALD, a newspaper published in the City of HILO, State of Hawaii.

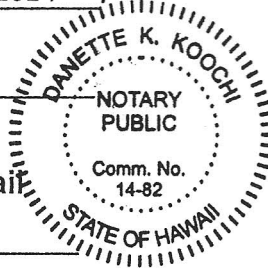
2. That the "RFP No. EV2024 for Utility Vehicles City of Kansas City, MO...etc."

of which a clipping from the newspaper as published is attached hereto, was published in said newspaper on the following date(s) September 19, 20, 21, 22, 23, 24, 25, 2014, (etc.).  
312432

*Leilani K. R. Higaki*

Subscribed and sworn to before me  
this 3rd day of October, 2014

*Danette K. Koochi*  
DANETTE K. KOOCHI  
Notary Public, Third Circuit, State of Hawaii  
My commission expires March 23, 2018



**RFP No. EV2024 for Utility Vehicles**  
City of Kansas City, MO (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 1:00 PM local time on October 14, 2014. Additional information may be found at: [www.kcmo.gov](http://www.kcmo.gov).  
(312432 Hawaii Tribune-Herald: September 19, 20, 21, 22, 23, 24, 25, 2014)



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GOVERNMENT PURCHASING ALLIANCE

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## Current Solicitations

Home > [Solicitations](#)

Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.

**REGISTER**  
- or Sign In -

### Solutions

BY SUPPLIER ([show all ->](#))

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- Facilities
- Office & School
- Specialty
- Technology

### Main Menu

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- Go Green Program
- Innovation Exchange

### Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services

**Lead Agency:**

City of Kansas City, MO

Questions Due: Sept 30, 2014

Responses Due: Oct 14, 2014



**RFP Documents:**

- [RFP EV2024](#)
- [RFP EV2024 Attachment 1](#)

### Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Sept 16-Oct 14, 2014
Onvia DemandStar	Sept 16-Oct 14, 2014
City of Kansas City, MO	Sept 16-Oct 14, 2014
Canadian MERX Public Tenders	Sept 16-Oct 14, 2014
State of Hawaii and Oregon	Sept 16-Oct 14, 2014
Oregon Association of Counties	Sept 16-Oct 14, 2014

### Telecommunications Supplies and Accessories

**Lead Agency:**

County of Los Angeles, CA

Mandatory Pre-Proposal: September 17, 2014

Responses Due: October 2, 2014



**RFP Documents:**

- [RFP 15255000](#)
- [Appendix M-A: Bid Price Sheet](#)
- [Appendix M-B: National Core List](#)
- [Appendix M-C: Local Core List](#)

### Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Sept 5-Oct 2, 2014
Onvia DemandStar	Sept 5-Oct 2, 2014
County of Los Angeles	Sept 5-Oct 2, 2014
Canadian MERX Public Tenders	Sept 5-Oct 2, 2014

**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**  
**RFP NO. EV2024**  
**ATTACHMENT NO. 1**  
**Sample Vehicle Summary**

Company Name: \_\_\_\_\_

**DO NOT FILL IN THE EXTENDED COST COLUMN ON THIS PAGE.**  
**Extended Cost (Column D) automatically calculates when Proposer inputs unit price in each of the worksheet tabs.**

Vehicle	Description	Quantity	Extended Cost
<b>Gas/Diesel</b>			
1	Club Car Carryall 500 or approved equal Gasoline Powered Utility Vehicle	17	\$ -
2	Club Car Carryall 700 with Cab or approved equal Gasoline Powered Utility Vehicle	14	\$ -
3	Club Car Carryall 295-4-WD or approved equal Diesel Powered Utility Vehicle	10	\$ -
4	Club Car Villager 4 or approved equal Gasoline Powered Transportation Vehicle	12	\$ -
5	Club Car Villager 6 or approved equal Gasoline Powered Transportation Vehicle	10	\$ -
6	Club Car Precedent i3 or approved equal Gasoline Powered Golf Cart	12	\$ -
7	Club Car Café Express or approved equal Gasoline Powered Merchandise Vehicle	7	\$ -
8	Club Car Transporter or approved equal Gasoline Powered Transport/Utility Vehicle	13	\$ -
<b>Subtotal</b>			\$ -
<b>Electric</b>			
9	Columbia Stockchaser IS12 or approved equal Electric Powered Utility Vehicle	10	\$ -
10	Columbia Utilitruck EU24-L or approved equal Electric Powered Utility Vehicle	15	\$ -
11	Columbia Payloader BC3-L or approved equal Electric Powered Utility Vehicle	15	\$ -
12	Columbia Expeditor EX21 or approved equal Electric Powered Transportation Vehicle	7	\$ -
13	Columbia Summit SM4 or approved equal Electric Powered LSV Transportation Vehicle	12	\$ -
14	Columbia Eagle NEV2 or approved equal Electric Powered LSV Golf Cart	12	\$ -
15	Columbia Summit SUV-L or approved equal Electric LSV Utility Vehicle	11	\$ -
16	Club Car Carryall 710 or approved equal Electric LSV Utility Vehicle	13	\$ -
<b>Subtotal</b>			\$ -
<b>TOTAL</b>			\$ -



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 1: Club Car Carryall 500 or Approved Equal, Gasoline Powered Utility Vehicle**

*Instructions: Pricing shall be based on the fixed percentage off a Manufacturer Price List or other objectively verifiable criteria submitted as Part of XI, (a) of Proposer's response. Failure to comply may result in disqualification.*

<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME: \_\_\_\_\_**

		<b>ALTERNATE SPECIFICATION DETAIL</b>
<b>Powertrain:</b>		
Type:	Gas powered, air cooled, with splash lubrication	
Motor:	Subaru, 4-cycle or equal	
Horsepower:	14.0 HP at 3600 rpm	
Electrical System:	12-volt 500 CCA 105 min reserve	
Fuel System:	Electronic fuel injection (EFI), high-pressure rotary fuel pump with 10 micron fuel filter	
Governor:	Automatic ground speed sensing, internally geared in transaxle	
Ignition:	Digital CDI with electronic RPM limiter	
Transaxle:	Precision helical gears, forward/reverse with neutral position (11.47:1 forward, 15.63:1 reverse)	
Torque Converter:	Automatic, variable speed, dry type	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Body:	Aluminum	
Lighting	Headlights, taillights, break lights	
Accessories:	Horn, front and rear bumpers, front brush guard, dash mounded instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	
<b>Chassis:</b>		
Frame:	Twim I-Beam welded aluminum	
Steering:	Self-adjusting rack and pinion	
Brakes:	Mechanical brake cable system to manually adjusted drum brakes on all four wheels. Park break is automatically released. Multi-latch ratchet and pawl.	
Front Suspension:	Independent leaf spring with dual hydraulic shocks	
Rear Suspension:	Independent leaf spring with dual hydraulic shocks	
Tires:	20 x 10-10, 6 ply	
<b>Dimensions/Capacities:</b>		
Length:	118 in.	
Width:	50.3 in.	
Wheel Base:	78.1 in.	
Fuel Capacity:	4.6 gallons	
Cargo Box Size:	44.2 x 47.5 x 10.5 in.	
Cargo Box Capacity:	800 lb.	
Vehicle Rated Capacity:	1200 lbs. (level surface)	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 2: Club Car Carryall 700 with Cab or Approved Equal, Gasoline Powered Utility Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		<b>ALTERNATE SPECIFICATION DETAIL</b>
<b>Powertrain:</b>		
Type:	Gas powered, air cooled, with splash lubrication	
Motor:	Subaru, 4-cycle or equal	
Horsepower:	14.0 HP at 3600 rpm	
Electrical System:	12-volt 500 CCA 105 min reserve	
Fuel System:	Electronic fuel injection (EFI), high-pressure rotary fuel pump with 10 micron fuel filter	
Governor:	Automatic ground speed sensing, internally geared in transaxle	
Ignition:	Digital CDI with electronic RPM limiter	
Transaxle:	Precision helical gears, forward/reverse with neutral position (11.47:1 forward, 15.63:1 reverse)	
Torque Converter:	Automatic, variable speed, dry type	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Body:	Aluminum	
Lighting:	Headlights, taillights, break lights	
Cab:	Constructed of high-impact, weather resistant, automotive quality materials	
Accessories:	Horn, front and rear bumpers, front brush guard, dash mounted instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	
<b>Chassis:</b>		
Frame:	Twim I-Beam welded aluminum	
Steering:	Self-adjusting rack and pinion	
Brakes:	Mechanical brake cable system to manually adjusted drum brakes on all four wheels. Park break is automatically released. Multi-latch ratchet and pawl.	
Front Suspension:	Independent leaf spring with dual hydraulic shocks	
Rear Suspension:	Independent leaf spring with dual hydraulic shocks	
Tires:	20 x 10-10, 6 ply	
<b>Dimensions/Capacities:</b>		
Length:	139.3 in.	
Width:	50.3 in.	
Wheel Base:	99.1 in.	
Fuel Capacity:	4.6 gallons	
Cargo Box Size:	67.6 x 49.8 x 10.5 in.	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 3: Club Car Carryall 295-4-WD or Approved Equal Diesel Powered Utility Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

	<b>ALTERNATE SPECIFICATION DETAIL</b>
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<b>Powertrain:</b>		
Type:	Diesel powered, liquid cooled, with full-pressure, spin-on oil filter	
Motor:	Kubota D722 industrial grade	
Horsepower:	20.0 HP rated @ 3600 rpm	
Electrical System:	12-volt 500 CCA 105 min reserve	
Fuel System:	Mechanical injection fuel water separator, fuel filters, and electric fuel pump	
Governor:	Automatic ground speed sensing	
Ignition:	Compression	
Transaxle:	Forward and reverse with neutral (5.39:1 forward, 7.79:1 reverse)	
Torque Converter:	Automatic, variable speed, dry type	
<b>Body:</b>		
Passenger Capacity:	Four	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Body:	Plastic	
Cargo Bed:	Powder-coated steel or aluminum	
Lighting	Headlights, taillights, break lights	
Accessories:	Horn, front and rear bumpers, front brush guard, battery discharge indicator, dash mounted instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	
<b>Chassis:</b>		
Frame:	Box tube aluminum	
Steering:	Self-adjusting rack and pinion	
Brakes:	4-wheel hydraulic disc	
Front Suspension:	Independent leaf spring with dual hydraulic shocks	
Rear Suspension:	Independent leaf spring with dual hydraulic shocks	
Tires:	All-terrain 25 x 10.5-12; 4ply	
<b>Dimensions/Capacities:</b>		
Length:	157.6 in.	
Width:	58.5 in.	
Wheel Base:	114 in.	
Fuel Capacity:	6.5 gallons	
Cargo Box Size:	48.8 x 49.8 x 10.9 in.	
Cargo Box Capacity:	800 lb.	
Vehicle Rated Capacity:	1200 lb. (level surface)	
Ground Clearance:	8.3 in.	
Turning Radius:	138 in.	
Bed Load Height:	34 in.	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 4: Club Car Villager 4 or Approved Equal Gasoline Powered Transportation Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

	<b>ALTERNATE SPECIFICATION DETAIL</b>
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**Powertrain:**

Type:	Gas powered, air cooled, pressure lubricated	
Motor:	Kawasaki FE350, OHV, 351 cc, single cylinder	
Horsepower:	10.4 HP rated @ 3600 rpm	
Electrical System:	12-volt, 500 cca at 0 degrees F, 650 at 32 degrees F, 105 minute reserve capacity and 35-amp charging capacity	
Fuel System:	Side-draft carburetor with float bowl, fixed jets, fuel filters, and impulse fuel pump	
Governor:	Automatic ground-speed sensing, internally geared in unitized transaxle	
Ignition:	Transistor electronic ignition with electronic RPM limiter	
Drive Unit:	Fully synchronized forward and reverse with neutral and reduced speed reverse (11.8:1 forward, 17.1:1 reverse)	
Torque Converter:	Automatic, variable-speed, dry type	

**Body:**

Passenger Capacity:	Four	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Body:	Dupont Surlyn Reflections	
Lighting	Headlights, taillights, break lights	
Canopy:	Constructed of high impact, weather and fade resistant, non-breakable materials	
Accessories:	Horn, front and rear bumpers, front brush guard, dash mounded instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	

**Chassis:**

Frame:	Aluminum and composite	
Steering:	Self-adjusting rack and pinion	
Brakes:	Dual rear wheel self-adjusting brakes with cast iron drums and single brake pedal with automatic-release park brake	
Front Suspension:	Tapered mono-leaf springs with dual hydraulic shocks	
Rear Suspension:	Tapered mono-leaf springs with dual hydraulic shocks	
Tires:	18 x 8.50-8	

**Dimensions/Capacities:**

Length:	104 in.	
Width:	47.25 in.	
Wheel Base:	65.5 in.	
Fuel Capacity:	6.7 gallons	





**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

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**Sample Vehicle 5: Club Car Villager 6 or Approved Equal Gasoline Powered Transportation Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

	<b>ALTERNATE SPECIFICATION DETAIL</b>
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**Powertrain:**

Type:	Gas powered, air cooled, with splash lubrication	
Motor:	Subaru, 4-cycle or equal	
Horsepower:	14.0 HP at 3600 rpm	
Electrical System:	12-volt 500 CCA 105 min reserve	
Fuel System:	Electronic fuel injection (EFI), high-pressure rotary fuel pump with 10 micron fuel filter	
Governor:	Automatic ground speed sensing, internally geared in transaxle	
Ignition:	Digital CDI with electronic RPM limiter	
Drive Unit:	Precision helical gears, forward/reverse with neutral position (11.47:1 forward, 15.63:1 reverse)	
Torque Converter:	Automatic, variable speed, dry type	

**Body:**

Passenger Capacity:	Six	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Body:	ArmorFlex with automotive paint/clearcoat	
Lighting	Headlights, taillights, break lights	
Accessories:	Horn, front and rear bumpers, front brush guard, dash mounded instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	

**Chassis:**

Frame:	Twim I-Beam welded aluminum	
Steering:	Self-adjusting rack and pinion	
Brakes:	Mechanical brake cable system to manually adjusted drum brakes on all four wheels. Park break is automatically released. Multi-latch ratchet and pawl.	
Front Suspension:	Independent leaf spring with dual hydraulic shocks	
Rear Suspension:	Independent leaf spring with dual hydraulic shocks	
Tires:	18 x 8.50-8, 6 ply	

**Dimensions/Capacities:**

Length:	124 in.	
Width:	47.3 in.	
Wheel Base:	98.5 in.	
Fuel Capacity:	4.6 gallons	
Ground Clearance:	4.5 in.	
Speed:	15-17 mph	

**Other Standard Accessories at No Additional Cost:**






**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 7: Club Car Café Express or Approved Equal Gasoline Powered Merchandising Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		<b>ALTERNATE SPECIFICATION DETAIL</b>
<b>Powertrain:</b>		
Type:	Gas powered, air cooled, with splash lubrication	
Motor:	Subaru, 4-cycle with EFI	
Horsepower:	14.0 HP at 3600 rpm	
Electrical System:	12-volt 500 CCA 105 min reserve	
Fuel System:	Electronic fuel injection (EFI), high-pressure rotary fuel pump with 10 micron fuel filter	
Governor:	Automatic ground speed sensing, internally geared in transaxle	
Ignition:	Digital CDI with electronic RPM limiter	
Drive Unit:	Precision helical gears, forward/reverse with neutral position (11.47:1 forward, 15.63:1 reverse)	
Torque Convertor:	Automatic, variable speed, dry type	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Side and Rear Body:	Aluminum	
Front Body:	ArmorFlex	
Front Body Finish:	Automotive-grade paint with clear-coat finish	
Lighting	Headlights, taillights, break lights	
Accessories:	Horn, front and rear bumpers, front brush guard, dash mounded instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	
<b>Chassis:</b>		
Frame:	Twim I-Beam welded aluminum	
Steering:	Self-adjusting rack and pinion	
Brakes:	Mechanical brake cable system to manually adjusted drum brakes on all four wheels. Park break is automatically released. Multi-latch ratchet and pawl.	
Suspension:	Independent leaf spring with dual hydraulic shocks	
Tires:	20 x 10-10, 6 ply	
<b>Dimensions/Capacities:</b>		
Length:	125.5 in.	
Width:	51.4 in.	
Wheel Base:	78.1 in.	
Fuel Capacity:	4.6 gallons	
Load Bed Size:	56.7 x 50.5 x 41.5 in.	
Vehicle Rated Capacity:	850 lb (level surface)	
Ground Clearance:	5.2 in.	
Turning Radius:	123 in.	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 8: Club Car Transporter or Approved Equal Gasoline Powered Passenger/Utility Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		<b>ALTERNATE SPECIFICATION DETAIL</b>
<b>Powertrain:</b>		
Type:	Gas powered, air cooled, with splash lubrication	
Motor:	4-cycle, OHC, 404 cc.	
Horsepower:	14.0 HP at 3600 rpm	
Electrical System:	(8) 6-volt flooded lead acid	
Fuel System:	Electronic fuel injection (EFI), high-pressure rotary fuel pump with 10 micron fuel filter	
Governor:	Automatic ground speed sensing, internally geared in transaxle	
Ignition:	Digital CDI with electronic RPM limiter	
Drive Unit:	Precision helical gears, forward/reverse with neutral position (11.47:1 forward, 15.63:1 reverse)	
Torque Converter:	Automatic, variable speed, dry type	
<b>Body:</b>		
Passenger Capacity:	Four	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Front Body:	ArmorFlex	
Side and Rear Body:	Aluminum	
Front Body Finish:	Automotive-grade paint with clear-coat finish	
Lighting	Headlights, taillights, break lights	
Accessories:	Horn, front and rear bumpers, front brush guard, dash mounded instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	
<b>Chassis:</b>		
Frame:	Twim I-Beam welded aluminum	
Steering:	Self-adjusting rack and pinion	
Brakes:	Mechanical brake cable system to manually adjusted drum brakes on all four wheels. Park break is automatically released. Multi-latch ratchet and pawl.	
Suspension:	Independent leaf spring with dual hydraulic shocks	
Tires:	20 x 10-10, 6 ply	
<b>Dimensions/Capacities:</b>		
Length:	139.3 in.	
Width:	50.3 in.	
Wheel Base:	99.1 in.	
Fuel Capacity:	4.6 gallons	
Flat Bed Load Size:	36.5 x 48.8 in.	
Vehicle Rated Capacity:	1300 lb.	
Ground Clearance:	5.2 in.	
Turning Radius:	122.5 in.	





**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 9: Columbia Stockchaser IS12 or Approved Equal Electric Powered Utility Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

	<b>ALTERNATE SPECIFICATION DETAIL</b>
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**Powertrain:**

Type:	Electric	
Drive Motor:	24 Volt, separately excited, NEMA class H temperature rated	
Horsepower:	5.2 HP at 875 rpm	
Batteries:	Four, 6-volt, 232 amp hour, 122 minute deep cycle	
Charger:	Built-in micro-processor controlled, fully sealed	
Controller Type:	Programmable, solid state, reduced speed reverse with diagnostic LED & calibrator interface	
Controller Rating:	300 amp	
Directional Control:	Fully electronic direction switching with console mounted selector switch	
Drive Unit:	Automotive style, helical gears in oil bath, direct to motor, 12.44:1 final drive ratio	

**Body:**

Passenger Capacity:	One	
Seating:	Stand up operation, adjustable padded back rest	
Body:	14-gauge powder coated structural steel smooth plate body	
Lighting:	Headlights, taillights, break lights	
Accessories:	Horn, battery discharge indicator, reverse warning alarm, composite deck board with high density polyethylene overlay	

**Chassis:**

Frame:	Heavy duty welded steel chassis with 14 gauge structural steel smooth body	
Steering:	Dual front fork, direct link mechanical	
Brakes:	Dual mechanical rear drum, automatically engaged upon dismount	
Suspension:	Rigidly mounted	
Tires:	4-4.80" x 8", pneumatic, 6 ply rated, load range C tires mounted on painted steel rims	

**Dimensions/Capacities:**

Length:	48 in.	
Width:	29.5 in.	
Cargo Bed Size:	43 x 29.5 in.	
Vehicle Rated Capacity:	1200 lb.	
Ground Clearance:	3.5 in.	
Turning Radius:	133 in.	
Bed Load Height:	24 in.	
Speed:	8.5 mph	
Range:	Up to 20 miles	

**Other Standard Accessories at No Additional Cost:**



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 10: Columbia Utilitruck EU24-L or Approved Equal Electric Powered Utility Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		<b>ALTERNATE SPECIFICATION DETAIL</b>
<b>Powertrain:</b>		
Type:	Electric	
Drive Motor:	48-Volt system with totally enclosed, NEMA class H temperature rated, separately-excited motor	
Horsepower:	15.3 HP at 1750 rpm	
Batteries:	Eight 6 volt, heavy duty, 232 amp hour deep cycle	
Charger:	Built in, automatic, 110-240 VAC, 50/60 HZ	
Controller Type:	Programmable, solid state, reduced speed reverse with diagnostic LED & calibrator interface	
Controller Rating:	400 amp	
Directional Control:	Dash-mounted safety directional keyswitch	
Drive Unit:	Direct drive, oil bath, helical gears, 16.99:1 final drive ratio	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Bench style seat, heavy duty vinyl	
Body:	Front - Rhino Tuff molded polymer, Rear - 14-gauge E-coat steel with diamond plate flatbed	
Lighting	Headlights, taillights, break lights	
Accessories:	Dash mounted keyswitch, forward and reverse selector, battery discharge indicator, horn, reverse warning alarm	
<b>Chassis:</b>		
Frame:	High strength tubular steel frame, electro-statically powder coated	
Steering:	Speed balanced, automotive rack and pinion	
Brakes:	Dual rear hydraulic brakes, hand operated parking brakes	
Front Suspension:	Center mounted independent multi-leaf spring with dual shock absorbers	
Rear Suspension:	Independent dual coil springs and shock absorbers	
Tires:	5.70" x 8", pneumatic, 6 ply, load range C	
<b>Dimensions/Capacities:</b>		
Length:	46.5 in.	
Width:	44 in.	
Cargo Bed Size:	60 x 44 in.	
Vehicle Rated Capacity:	2400 lbs.	
Ground Clearance:	4.25 in.	
Turning Radius:	315 in. (curb to curb)	
Bed Load Height:	26 in.	
Speed:	13-18 mph	
Range:	Up to 35 miles	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 11: Columbia Payloader BC3-L or Approved Equal Electric Powered Utility Vehicle**

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<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		ALTERNATE SPECIFICATION DETAIL
<b>Powertrain:</b>		
Type:	Electric	
Drive Motor:	36 volt, totally enclosed, NEMA class H temperature rated motor	
Horsepower:	10 HP at 1100 rpm	
Batteries:	Six 6 volt heavy duty, 232 amp hour deep cycle	
Charger:	Built in, micro-processor control, fully sealed, anti-drive-away interlock, 110-240 VAC, 50/v60 HZ	
Controller Type:	Programmable, solid state, reduced speed reverse with diagnostic LED & calibrator interface	
Controller Rating:	400 amp	
Motor Braking Mode:	Regenerative and pedal proportional braking with top speed limiting	
Directional Control:	Dash-mounted safety directional keyswitch	
Drive Unit:	Direct drive, oil bath, helical gears, 16.77:1 final drive ratio	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Adjustable bucket seats with arm rests made of heavy duty vinyl	
Body:	Welded heavy duty, 12-gauge structural steel smoth plate body	
Lighting	Headlights, taillights, break lights	
Accessories:	Battery discharge indicator, horn, reverse warning alarm, driver seat power interlock switch, composite deck board with high density polyethylene overlay	
<b>Chassis:</b>		
Frame:	10 Gauge steel	
Steering:	Automotive steering wheel to heavy duty worm and roller gear	
Brakes:	Dual, real-hydraulic drum, hand operated parking brake	
Suspension:	Independent leaf springs	
Tires:	5.70" x 8", pneumatic, 8 ply, load range D	
<b>Dimensions/Capacities:</b>		
Length:	48.5 in.	
Width:	46 in.	
Cargo Bed Size:	76 x 45 in.	
Vehicle Rated Capacity:	3,200 lbs.	
Ground Clearance:	4.25 in.	
Turning Radius:	264 in. (curb to curb)	
Bed Load Height:	29 in.	
Speed:	10 mph	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 12: Columbia Expediter EX21 or Approved Equal Electric Powered Transportation Vehicle**

*Instructions: Pricing shall be based on the fixed percentage off a Manufacturer Price List or other objectively verifiable criteria submitted as Part of XI, (a) of Proposer's response. Failure to comply may result in disqualification.*

<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		<b>ALTERNATE SPECIFICATION DETAIL</b>
<b>Powertrain:</b>		
Type:	Electric	
Drive Motor:	48 volt, NEMA class H temperature rated, separately excited	
Horsepower:	15.3 HP at 1750 rpm	
Batteries:	Four 12 volt, 115 amp hour, 45 minute, AGM	
Charger:	Built in, micro-processor control, fully sealed, global, 110-240 VAC, 50/60 HZ	
Controller Type:	Programmable, solid state, reduced speed reverse with diagnostic LED & calibrator interface	
Controller Rating:	400 amp	
Motor Braking Mode:	Regenerative and accelerated pedal proportional	
Directional Control:	Fully electronic direction switching with console mounted selector switch	
Drive Unit:	Direct drive, oil bath, helical gears, 16.77:1 final drive ratio	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Heavy duty vinyl with fold down back rest	
Body:	14-gauge powder coated structural steel smooth plate body	
Lighting	Headlights, taillights, break lights	
Accessories:	Battery discharge indicator, horn, reverse warning alarm, driver seat power interlock switch, composite deck board with high density polyethylene overlay	
<b>Chassis:</b>		
Frame:	Heavy duty welded steel chassis with 14 gauge structural steel smooth plate body	
Steering:	Loop tiller control bar, steering wheel option, t-bar control option	
Brakes:	Auto adjusting, mechanical rear drum, foot parking brake	
Suspension:	Rear coil spring with shock absorber	
Tires:	4.80" x 8", 6 ply, load range C	
<b>Dimensions/Capacities:</b>		
Length:	46.5 in.	
Width:	28.5 in.	
Cargo Bed Size:	21.5 x 26 in.	
Vehicle Rated Capacity:	750 lbs.	
Ground Clearance:	4 in.	
Turning Radius:	175 in. (curb to curb)	
Bed Load Height:	24 in.	
Speed:	8 mph	





**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 13: Columbia Summit SM4 or Approved Equal Electric Powered LSV Transportation Vehicle**

*Instructions: Pricing shall be based on the fixed percentage off a Manufacturer Price List or other objectively verifiable criteria submitted as Part of XI, (a) of Proposer's response. Failure to comply may result in disqualification.*

<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		ALTERNATE SPECIFICATION DETAIL
<b>Powertrain:</b>		
Type:	Electric	
Drive Motor:	48 volt, NEMA class H temperature rated, separately excited	
Horsepower:	17.3 HP at 1750 rpm	
Batteries:	Eight, 6 volt, 232 amp hour, 122 minute, deep cycle	
Charger:	Built in, micro-processor control, fully sealed, global, 110-240 VAC, 50/60 HZ	
Controller Type:	Programmable, solid state, reduced speed reverse with diagnostic LED & calibrator interface	
Controller Rating:	400 amp	
Motor Braking Mode:	Regenerative and accelerated pedal proportional top speed limiting	
Directional Control:	Console mounted safety directional keyswitch	
Drive Unit:	Automotive style, helical gears in oil bath, direct to motor, 10.35:1 final drive ratio	
<b>Body:</b>		
Passenger Capacity:	Four	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Body:	Front - RhinoTuff molded polymer, Rear - aluminum	
Lighting	Headlights, taillights, break lights	
Windshield/Mirrors	Safety glass windshield, rear and side view mirrors	
Accessories:	Retractable seat belts, lighted license plate holder, horn, battery discharge indicator, reverse warning alarm, cup holders, headliner, storage compartments, DC/DC converter	
<b>Chassis:</b>		
Frame:	High strength low alloy tubular steel frame, electrostatically powder coated	
Steering:	Automotive rack and pinion	
Brakes:	Hydarulic rear drums, hand operated parking brake	
Front Suspension:	Transverse, 4 leaf spring with A arm, dual shock absorbers, adjustable camber	
Rear Suspension:	Swing arm mounted "live" differential with dual coil springs and shock absorbers	
Bumpers:	Front - polymer, painted to match body color, Rear - aluminum, painted black	
Tires:	175/50 R13 (7 x 20 x 13) DOT rated tires mounted on chrome steel wheels	
<b>Dimensions/Capacities:</b>		
Length:	129.5 in.	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 14: Columbia Eagle NEV2 or Approved Equal Electric Powered LSV Golf Cart**

*Instructions: Pricing shall be based on the fixed percentage off a Manufacturer Price List or other objectively verifiable criteria submitted as Part of XI, (a) of Proposer's response. Failure to comply may result in disqualification.*

<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

		ALTERNATE SPECIFICATION DETAIL
<b>Powertrain:</b>		
Type:	Electric	
Drive Motor:	48 volt, NEMA class H temperature rated, separately excited	
Horsepower:	15.3 HP at 1750 rpm	
Batteries:	Eight, 6 volt, 225 amp hour, 115 minute batteries	
Charger:	Built in, micro-processor control, fully sealed, global, 110-240 VAC, 50/60 HZ	
Controller Type:	Programmable, solid state, reduced speed reverse with diagnostic LED & calibrator interface	
Controller Rating:	400 amp	
Motor Braking Mode:	Regenerative and pedal proportional top speed limiting	
Directional Control:	Dash mounted safety directional keyswitch	
Drive Unit:	Direct drive, oil bath, helical gears, P4E-LE - 1.44:1 final drive ratio	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Bench style padded seats covered in heavy duty vinyl	
Body:	Front - RhinoTuff molded polymer, Rear - composite rear body	
Lighting	Headlights, taillights, break lights	
Accessories:	Horn, battery discharge indicator, reverse warning alarm, turn signals, emergency flashers, cup holders, storage compartments, tee and golf ball holders	
<b>Chassis:</b>		
Frame:	High strength tubular steel frame, electro-statically powder coated	
Steering:	Automotive rack and pinion	
Brakes:	Auto adjusting, dual mechanical rear drum, parking brake automatically releases	
Front Suspension:	Center mounted independent multi-leaf spring with dual shock absorbers	
Rear Suspension:	Dual coil springs and shock absorbers	
Bumpers:	Front - polymer, Rear - steel	
Tires:	18.5" x 8" DOT rated tires on steel wheels	
<b>Dimensions/Capacities:</b>		
Length:	96 in.	
Width:	45 in.	
Vehicle Rated Capacity:	750 lbs.	
Ground Clearance:	5 in.	
Turning Radius:	255 in. (curb to curb)	
Speed:	25 mph	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 15: Columbia Summit SUV-L or Approved Equal Electric Powered LSV Utility Vehicle**

*Instructions: Pricing shall be based on the fixed percentage off a Manufacturer Price List or other objectively verifiable criteria submitted as*

<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

	<b>ALTERNATE SPECIFICATION DETAIL</b>
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<b>Powertrain:</b>		
Type:	Electric	
Drive Motor:	48 volt, NEMA class H temperature rated, separately excited	
Horsepower:	17.3 HP at 1750 rpm	
Batteries:	Eight, 6 volt, 232 amp hour, 122 minute batteries	
Charger:	Built in, micro-processor control, fully sealed, global, 110-240 VAC, 50/60 HZ	
Controller Type:	Programmable, solid state, reduced speed reverse with diagnostic LED & calibrator interface	
Controller Rating:	400 amp	
Motor Braking Mode:	Regenerative and pedal proportional top speed limiting	
Directional Control:	Console mounted safety directional keyswitch	
Drive Unit:	Automotive style, helical gears in oil bath, direct to motor, 10.35:1 final drive ratio	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Body:	Front - RhinoTuff molded polymer, Rear - aluminum	
Lighting	Headlights, taillights, break lights	
Accessories:	Horn, battery discharge indicator, reverse warning alarm, headliner, cup holders, storage compartments, aluminum diamond plate deck, DC/DC converter	
<b>Chassis:</b>		
Frame:	High strength low alloy tubular steel frame, electrostatically powder coated	
Steering:	Automotive rack and pinion	
Brakes:	Hydraulic rear drums, hand operated parking brake	
Front Suspension:	Transverse, 4 leaf spring with A arm, dual shock absorbers, adjustable camber	
Rear Suspension:	Swing arm mounted "live" differential with dual coil springs and shock absorbers	
Bumpers:	Front - Tubular steel, wrap-around, Rear - Aluminum	
Tires:	175/50 R13 (7 x 20 x 13) DOT rated tires mounted on chrome steel wheels	
<b>Dimensions/Capacities:</b>		
Length:	129.5 in.	
Width:	51 in.	
Vehicle Rated Capacity:	985 lbs.	
Ground Clearance:	5.5 in.	



**UTILITY, TRANSPORTATION AND GOLF VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICE**

**RFP NO. EV2024**

**Sample Vehicle 16: Club Car Carryall 510 LSV or Approved Equal Electric Powered Utility Vehicle**

*Instructions: Pricing shall be based on the fixed percentage off a Manufacturer Price List or other objectively verifiable criteria submitted as Part of XI, (a) of Proposer's response. Failure to comply may result in disqualification.*

<b>LIST PRICE</b>		
<b>DISCOUNT % OFF LIST</b>		
<b>UNIT PRICE</b>		

**SPECIFICATIONS**

**IF SUBMITTING AN ALTERNATE, STATE PRODUCT NAME:** \_\_\_\_\_

	<b>ALTERNATE SPECIFICATION DETAIL</b>
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<b>Powertrain:</b>		
Type:	Electric	
Drive Motor:	Direct drive, 3-phase AC induction motor	
Horsepower:	4.4 HP, peak 16 HP	
Batteries:	High capacity, deep cycle, 6-volt	
Electrical system:	48-volt DC	
Charger:	On-board DeltaQ QuiQ (1KW high frequency)	
Motor Braking Mode:	Regenerative and pedal proportional breaking with top speed limiting	
Directional Control:	Console mounted safety directional keyswitch	
Drive Unit:	10.3.1 direct-drive axle, double reduction helical gear	
<b>Body:</b>		
Passenger Capacity:	Two	
Seating:	Basic adjustable buckets with armrests and padded seats covered in heavy duty vinyl	
Front Body:	ArmorFlex with automotive paint/clear coat	
Rear Body:	Rust-proof aluminum	
Lighting	Headlights, taillights, break lights	
Cab:	Constructed on high impact, weather resistant, automotive quality materials	
Accessories:	Horn, front and rear bumpers, front brush guard, battery discharge indicator, dash mounded instrumentation, fuel gauge, reverse warning alarm, low engine oil warning light, cup holders, storage compartments, non-slip floor board	
<b>Chassis:</b>		
Frame:	Twim I-Beam welded aluminum	
Steering:	Self-adjusting rack and pinion	
Brakes:	4-wheel hydraulic front disc, rear drum	
Front Suspension:	Independent leaf spring with dual hydraulic shocks	
Rear Suspension:	Leaf springs with dual hydraulic shocks	
Tires:	DOT rated, 205/50 R10, premium tread	
<b>Dimensions/Capacities:</b>		
Length:	118 in.	
Width:	50.3 in.	
Wheel Base:	78.1 in.	
Box Bed Load Size:	44.2 x 47.5 x 10.5 in.	
Vehicle Rated Capacity:	950 lb. (level surface)	
Ground Clearance:	5.6 in.	
Turning Radius:	121 in.	
Bed Load Height:	29.5 in.	
Speed:	15-25 mph	

