



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



**COMPETITIVE SOLICITATION**

**BY THE CITY OF CHARLOTTE, NORTH CAROLINA**

**FOR**

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

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**ITB #269-2011-069**

**March 21, 2011**

**THE CITY OF CHARLOTTE  
Procurement Services Division  
600 East Fourth Street  
Charlotte, North Carolina 28202**

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**Invitation to Bid #269-2011-069  
Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles, and  
Related Services**

The City of Charlotte Procurement Services Division is requesting bids from interested organizations to provide Automotive Parts and Accessories for Light, Medium and Heavy Duty Vehicles and Related Services to satisfactorily support the City's Equipment Maintenance Division and other public agencies supported under this contract. This Invitation to Bid is issued on behalf of the U.S. Communities Government Purchasing Alliance through a public agency clause, which provides that any 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), state, other government agency or nonprofit organization may purchase Products and Services through this contract. Therefore, respondents to this acquisition must give due consideration to the potential market.

A pre-bid conference for the purpose of reviewing the ITB and answering questions regarding the Project will be held on **Wednesday, April 6, 2011 at 9:00 a.m. EDT**, at the City of Charlotte Government Center, 600 East Fourth Street, and Conference room CH-14 (basement), Charlotte, North Carolina 28202. Please bring a copy of the ITB with you at that time.

Bids are due to the Business Support Services, Procurement Services Division, 9th Floor, CMGC Building, 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **2:00 p.m. EDT on Wednesday, April 20, 2011.**

One (1) unbound original Bid signed in ink by a company official authorized to make a legal and binding offer, ten (10) copies, and ten (10) complete bid responses on CDs in a searchable format such as MS Word or Adobe Acrobat should be submitted in a sealed opaque envelope or box plainly marked with the ITB number, company's name and address, and the bid due date on the outside as follows:

**ITB# 269-2011-069  
Automotive Parts and Services  
Name of Company Submitting Bid  
Address of Company Submitting Bid  
Attention: Karen Ruppe**

ITB questions must be directed to Karen Ruppe, The City of Charlotte Procurement Services Division per the enclosed instructions in Section 3.3.

Sincerely,

Kay Elmore  
Procurement Services Director

**1. MASTER AGREEMENT**

The City of Charlotte, North Carolina (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 bids from qualified suppliers to enter into a Master Agreement for a complete line of Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles, and Related Services (herein “Products and Services”).

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

**2. OBJECTIVES**

This ITB is intended to achieve the following 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;
- 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. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

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

- Category 1      Alternators & Starters
- Category 2      Bearings, Ball & Roller

Category 3	Batteries
Category 4	Belts, Hoses, & Clamps
Category 5	Brakes (Pads and Shoes)
Category 6	Brakes (Drums and Rotors)
Category 7	Brakes (Calipers)
Category 8	Caps & Thermostats
Category 9	Chemicals
Category 10	Coolant & Antifreeze
Category 11	Electrical & Ignition
Category 12	Emissions & Exhaust
Category 13	Filters
Category 14	Gaskets & Seals
Category 15	Heater & Air Conditioning
Category 16	Lamps, Lighting, & Mirrors
Category 17	Power Steering Pumps
Category 18	Pumps, Fuel & Water
Category 19	Steering & Suspension
Category 20	Universal Joints
Category 21	Wipers
Category 22	Wheel Accessories
Category 23	Spark Plugs

**Inventory Optimization and On-Site Management** – Inventory and replenishment management solutions and On-site Warehouse Management Services.

**Services** - The complete range of services available from the Supplier such as, but not limited to, repair and/or maintenance, disposal, training, and any other related services to provide customer support.

#### 4. 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*

City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County, FL
City and County of Denver, CO	Salem-Keizer School District, OR
State of Georgia	City of San Antonio, TX
Emory University, GA	San Diego Unified School District, CA
Fairfax County, VA	City of Seattle, WA
Harford County Public Schools, MD	Great Valley School District, PA
Hennepin County, MN	
North Carolina State University, NC	

### **Participating Public Agencies**

Today more than 44,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.6 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.

The City of Charlotte 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 as Appendix A.

### **Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 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, The City of Charlotte and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2010 purchased more than \$138 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 or credit card. 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.

### **Evaluation of Bids**

Bids 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 Bids. The Supplier(s) that respond(s) affirmatively meets the minimum qualifications and offers the lowest priced bid will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

## **SUPPLIER QUALIFICATIONS**

### **5. SUPPLIERS**

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

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its Invitation to Bid ("ITB") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or

objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

(ii) 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.

(iii) Supplier's Options in Responding to a Third Party ITB or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own ITBs and ITBs, 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 ITB or ITB. 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.

(D) Supplier may respond to the ITB or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the ITB or ITB 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. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative 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. 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 goods 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 shall provide Supplier with its logo and the standards to be employed in the use of the logo. 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 be responsible for the training of 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 Invitation to Bid or invitation to bid;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of products and 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 enquiries 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.

### **U.S. Communities Administration Agreement**

The Supplier is required to execute unaltered, the U.S. Communities Administration Agreement (attached hereto as Appendix B) 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 Bid without exception or alteration. Failure to do so will result in disqualification.**

**Section 1**  
**Background and Overview**

**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 \$100 million last year?  
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\_\_\_
  
- K. Does your company agree to not pursue additional national or multi-state cooperative contracts during the contract period?  
YES\_\_\_ NO\_\_\_

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

**SUPPLIER QUALIFICATION WORKSHEET**

<b>New Supplier Implementation Checklist</b>	<b>Target Completion After Award</b>
<b>1. First Conference Call</b>	<b>One Week</b>
<ul style="list-style-type: none"> <li>Discuss expectations</li> <li>Establish initial contact people &amp; roles</li> <li>Outline kickoff plan</li> <li>Establish WebEx training date</li> </ul>	
<b>2. Administrative Agreement Signed</b>	<b>One Week</b>
<ul style="list-style-type: none"> <li>Lead Public Agency agreement signed</li> </ul>	
<b>3. Supplier Login Established</b>	<b>One Week</b>
<ul style="list-style-type: none"> <li>Complete Supplier initiation form</li> <li>Complete Supplier product template</li> <li>Create user account &amp; user ID - Communicate to Supplier</li> </ul>	
<b>4. Initial Sr. Management Meeting</b>	<b>Two Weeks</b>
<ul style="list-style-type: none"> <li>Review commitments</li> <li>Discuss National Account Manager (NAM) role &amp; staff requirements</li> <li>Discuss reporting process &amp; requirements</li> <li>Review kickoff plan</li> <li>Determine field sales introductory communication plan</li> </ul>	
<b>5. Initial NAM &amp; Staff Training Meetings</b>	<b>Two Weeks</b>
<ul style="list-style-type: none"> <li>Discuss expectations, roles &amp; responsibilities</li> <li>Introduce and review web-based tools</li> <li>Discuss sales organization &amp; define roles</li> <li>Review with NAM</li> <li>Review process &amp; expectations with NAM and lead referral person</li> <li>Discuss marketing plan and customer communication strategy</li> <li>Discuss Admin process/expectations &amp; provide admin support training</li> </ul>	
<b>6. Review Top 10 Local Government Contracts</b>	<b>Two Weeks</b>
<ul style="list-style-type: none"> <li>Determine strategies with NAM</li> </ul>	
<b>7. Program Contact Requirements</b>	<b>Two Weeks</b>
<ul style="list-style-type: none"> <li>Supplier contacts communicated to U.S. Communities Staff</li> <li>Dedicated email</li> <li>Dedicated toll free number</li> <li>Dedicated fax number</li> </ul>	
<b>8. Web Development</b>	
<ul style="list-style-type: none"> <li>Initiate IT contact</li> </ul>	<b>Two Weeks</b>
<ul style="list-style-type: none"> <li>Website construction</li> </ul>	<b>Three Weeks</b>
<ul style="list-style-type: none"> <li>Website final edit</li> </ul>	<b>Four Weeks</b>
<ul style="list-style-type: none"> <li>Product upload to U.S. Communities site</li> </ul>	<b>Four Weeks</b>
<b>9. Sales Training &amp; Roll Out</b>	

**Section 1**  
**Background and Overview**

Regional Manager (RM) briefing - Coordinate with NAM	<b>One Week</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Two Weeks</b>
Top 10 metro areas - Coordinate with NAM & RM	<b>Four Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Four Weeks</b>
Training plan for other metros	
<b>10. Marketing</b>	
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	
<b>11. Green Initiative</b>	
Identify Green Products	<b>Two Weeks</b>
- Certifications	
- New product identification	
Identify green expert	
Green reporting	<b>Six Weeks</b>
Upload product to U.S. Communities website	<b>Four Weeks</b>
- Product description	
- Picture	
- SKU	
Green marketing material	<b>Six Weeks</b>
- Approved by U.S. Communities	
- Printed/ Images	
- Articles/ Best Practices/ Supplier internal green practices	
- Workshops	
- Green tradeshow	
- 3rd Party green vendors	

**SUPPLIER INFORMATION**

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

**Company**

1. Provide a brief history and description of your company.
2. Total number and location of sales persons employed by your company in the United States;
3. Number and location of distribution outlets in the United States (if applicable);
4. Number and location of support centers (if applicable);
5. Annual sales for 2008, 2009 and 2010 in the United States; Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2008, 2009, AND 2010</b>			
<b>Segment</b>	<b>2008 Sales</b>	<b>2009 Sales</b>	<b>2010 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>			

6. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
7. 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 nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.

## Section 1 Background and Overview

5. Provide a listing of the company's retail store locations (by state) and denote which store locations currently service commercial customers. For those stores that are not currently servicing commercial customers, describe their capability to provide product to public agencies under this contract.
6. Provide your retail store hours of operation.
7. Describe your capacity to service emergency needs after normal retail store hours.
8. State the company's standard delivery time and any options, including desktop delivery costs, for expediting delivery and return policies.
9. Describe your retail store "will call" or pick up policy and procedures and how such orders will be incorporated into any subsequent contract (i.e. contract pricing, reporting, p-card usage or summary billing, etc.)
10. State restocking fees for products returned after thirty days.

### **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 Bid.
  - 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. Explain how your company proposes to resolve any complaints, issues or challenges.
6. 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.

### **Products**

## **Section 1 Background and Overview**

1. Provide a description of the Products and Services to be provided by the major product category set forth in Section 1 of the ITB. The primary objective is for each Supplier to provide its complete product and service offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. Provide a description of all services to be provided by your company, including, but not limited to customer service center activities such as links to shippers, and shipment tracking, return item process, training and any other services Supplier may offer.
3. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
4. State your fill rate (delivery of product within one day of order) for products, Section 1. If less than 98% guaranteed fill rate, specify fill rate and explain how you can achieve 98%.
5. Specify guaranteed fill rate by product category specified in Section 1.
6. State backorder policy. Do you fill or kill order and require Agency to reorder if item is backordered?
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for automotive parts and accessories for light, medium, heavy duty vehicles and related services.

### **Administration**

1. Describe your company's capacity to employ EDI, telephone, Internet, with a specific Bid 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 the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach. Please document your company's level of expertise with the following software; Peoplesoft, Lawson, Oracle, School Dude and all others your company has successfully interfaced with a public agency. List, by software supplier, the following information: name of public agency, software system used, "go-live" date, net amount of total sales per Calendar Year sine "go-live", and percentage of sales being processed exclusively via Internet/EDX (paperless) ordering. Include, by public agency, any enhancement, such as e-mail order acknowledgement and on-line order/tracking ability.
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 as reference(s).

## **Section 1 Background and Overview**

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, Marketplace 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.

### **Financial Statements**

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in its Bid.

### **Staffing Plan**

A staffing plan is required which describes the Supplier's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project.

### **Environmental**

Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.

1. What is your company's environmental strategy?
2. What is your investment in being an environmentally preferable product leader?
3. Do you have any resources dedicated to your environmental strategy? Please describe.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

### **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.

## Section 2 Instructions to Bidders

- 2.1 Review and Comply:** This Invitation To Bid consists of the following components:
- "Cover Letter:"** the letter that appears on the first two pages of this Invitation To Bid;
  - Section 1:** An overview of the objectives, definitions, products, services and U.S. Communities (called "*Background and Overview*")
  - Section 2:** General instructions regarding the bid process (called "*Instructions To Bidders*");
  - Section 3:** Key events, deadlines, and details for the solicitation process (called "*Solicitation Schedule and Process*");
  - Section 4:** The City's standard contractual terms and conditions (called the "*Terms and Conditions*")
  - Section 5:** Special conditions that apply to this procurement (called "*Special Conditions*");
  - Section 6:** Specifications and scope of work that describe the functions or features of the products and services for which the City seeks bids (called "*Scope of Work and Specifications*");
  - Section 7:** Insurance and indemnity requirements (called "*Insurance Requirements*");
  - Section 8:** The forms that a Bidder is required to complete and return as its Bid (called the "*Bid Response Forms*");
  - Section 9:** The form contract that the City and the successful Bidder will sign upon award of a contract by City Council (called the "Form Contract");
  - Addenda:** refers to any and all modifications or additions to this Invitation to Bid that are issued in writing by the City's Procurement Services Division.
  - Attachment 1:** Pricing sheet for Charlotte's Sample Product list (called "*Price List 1*");
  - Attachment 2:** Pricing sheet for National Sample Product list (called "*Price List 2*");
  - Attachment 3:** Pricing sheet format for all Product offerings (called "*Catalog Price List*");
  - Appendix A:** Master Intergovernmental Cooperative Purchasing Agreement;
  - Appendix B:** Administration Agreement;
  - Appendix C:** State Notice Addendum;
  - Appendix D:** ARRA Standard Terms and Conditions; and
  - Appendix E:** FEMA Standard Terms and Conditions

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

- 2.2 Definitions:**  
As used in this ITB, the following terms shall have the meanings set forth below:

<i>Bid:</i>	Refers to the Bid submitted by a Supplier for the Products and Services as outlined in this ITB.
<i>Bidder:</i>	A person or entity that submits a Bid.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.

## Section 2 Instructions to Bidders

<i>Company:</i>	A Bidder that enters into a Contract with the City for providing the Products and Services covered by this ITB.
<i>Contract:</i>	Refers to the contract under which a Bidder agrees to provide all or part of the Products and Services to the City. A Contract shall include the Form Contract set forth in <b>Section 9</b> of this ITB, together with all attachments referenced therein.
<i>Environmentally Preferable Products:</i>	Products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product
<i>Evaluation Committee:</i>	Refers to a committee, as appointed by the Lead Public Agency and U.S. Communities, responsible for determining the best Company to provide the Products and Services described in this ITB.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte Procurement Services Division.
<i>Participating Public Agency:</i>	Refers to all departments or units of the City of Charlotte and all other governmental units, towns, boards, or municipalities, K-12, counties, non-profits, higher education, and states nationwide.
<i>Products:</i>	Refers to all Products that the Bidder agrees to provide to the City as part of its Bid.
<i>Recyclability:</i>	Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Supplier:</i>	Refers to a company that has interest in providing the Products and Services required by this ITB.
<i>Services:</i>	All Services that the Bidder agrees to provide to the City as part of its Bid, including but not limited to repair, maintenance, removal, disposal, training, and inventory.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products

## Section 2 Instructions to Bidders

and Services which are set forth or referenced in: this ITB, or in any other attachments or documents that describe the functions or features of the items for which the City of Charlotte seeks Bids.

**2.3 Contract Documents:** Each Bid constitutes an offer to become legally bound to a Contract with the City incorporating the ITB and the Bidder's Bid. Upon Contract award by City Council, the City will send the successful Bidder the Contract, which shall consist of the Form Contract contained in **Section 9** of this ITB, together with all attachments referenced therein.

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

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

**2.6 How to Prepare Bid Responses:** All bids shall be prepared as follows:

- (A) Complete the Bid Response Forms provided in **Section 8** of this Invitation to Bid. **Bid responses must be submitted only on these forms.**
- (B) Bid responses must be typewritten or completed in ink, signed by the Bidder or the bidding firm's authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Bidder.
- (C) Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment offered for purchase. The Specifications may require that copies of detailed factory specifications, ratings, technical data, etc. be submitted along with the Bidder's response package.

**2.7 How to Submit Bid Responses:** All Bidders shall:

- (A) Submit their Bid in a sealed opaque envelope with the following information written on the outside of that envelope:
  - (1) The Bidder's company name,
  - (2) The bid number as indicated on the cover letter to this Invitation to Bid, and
  - (3) Identification of the equipment, supply and/or service for which the Bid is submitted as indicated at the top of the cover letter to this Invitation to Bid.
- (B) Mail or Deliver one (1) unbound original Bid signed in ink by a company official authorized to make a legal and binding offer and ten (10) electronic copies on CD in PDF format to the address listed below, to be received no later than **APRIL 20, 2011 at 2:00**

## Section 2 Instructions to Bidders

**p.m. EDT.** The original Bid shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City.

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

Mail or Deliver to:

Charlotte/Mecklenburg Government Center  
Procurement Services Division, 9<sup>th</sup> Floor  
600 East Fourth Street, 9th. Floor- CMGC  
Charlotte, NC 28202  
Attn: **KAREN RUPPE**

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

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

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

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

In submitting a Bid, each Bidder agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who assist the City in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the City and each of its officers,

## Section 2 Instructions to Bidders

employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Bidder has designated as a trade secret.

- 2.9 Questions:** The City is committed to providing all prospective Bidders with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this Invitation to Bid until the time of Bid opening, no interpretation or clarification of the meaning of any part of this Invitation to Bid will be made orally to any prospective Bidder. Requests for information or clarification of this Invitation to Bid must be made in writing and addressed to **Karen Ruppe** at the address, fax, or email address listed below, with e-mail being the preferred method of communication. Questions should reference the Invitation to Bid page and topic number. In order for questions to be answered at the pre-bid meeting, they must be submitted by **5:00 p.m. EDT on April 5, 2011.**

After the Pre-Bid Conference, additional questions can be submitted no later than **5:00 p.m. EDT on April 8, 2011.** Any questions received after this deadline will not be acknowledged or answered.

**KAREN RUPPE**  
**Procurement Services**  
**ITB #269-2011-069**  
**600 East Fourth Street, 9<sup>th</sup> Floor**  
**Charlotte, North Carolina 28202**  
**Phone: 704.336.2992**  
**Fax: 704.632.8254**  
**E-mail: [kruppe@ci.charlotte.nc.us](mailto:kruppe@ci.charlotte.nc.us)**

The City will post answers to questions posed by prospective Bidders and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at [www.ips.state.nc.us](http://www.ips.state.nc.us). Invitation to Bid information can be accessed at the website by searching for bid number **269-2011-069**.

**It is the responsibility of the prospective Bidder to check the website for any addenda issued for this Invitation to Bid.** The City reserves the right to disqualify any prospective Bidder who contacts a City employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

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

- (A) When a pre-bid conference is scheduled, Bidders should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled pre-bid conference.
- (B) When a pre-bid conference is not scheduled, Bidders must submit objections in writing at least ten (10) days prior to the opening of the bid.
- (C) Except for objections raised at the pre-bid conference, all objections must be in writing directed to the Procurement Services contact designated in the preceding section.
- (D) **Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this Invitation to Bid, or anything that occurred in the bid process through the end of the pre-bid conference.**

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

## Section 2 Instructions to Bidders

- 2.12 Errors in Bids:** In case of error in extension of prices in the Bid, the unit prices shall govern.
- 2.13 City's Rights and Options: The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:**
- 2.13.1** To supplement, amend, substitute, or otherwise modify this ITB at any time;
  - 2.13.2** to cancel this ITB with or without the substitution of another ITB;
  - 2.13.3** to take any action affecting this ITB, this ITB process, or the Products or Services subject to this ITB that would be in the best interests of the City;
  - 2.13.4** to issue additional requests for information;
  - 2.13.5** to require one or more Bidders to supplement, clarify or provide additional information in order for the City to evaluate the Bids submitted;
  - 2.13.6** to conduct investigations with respect to the qualifications and experience of each Bidder;
  - 2.13.7** to change the Bid opening date or any other dates relevant to this ITB;
  - 2.13.8** to waive any defect or irregularity in any Bid received;
  - 2.13.9** to reject any or all Bids;
  - 2.13.10** to award all, none, or any part of the items that is in the best interest of the City, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
  - 2.13.11** to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Bidders responding.
- 2.14 Bids on All or Part:** Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all or part of the items to be purchased. Bidders may restrict their bids to consideration in the aggregate by so stating in the bid. However, bids restricted to consideration in the aggregate must also include a unit price on each item bid.
- 2.15 Invitation to Bid Not an Offer:** This Invitation to Bid does not constitute an offer by the City. No recommendations or conclusions from this Invitation to Bid process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
- 2.16 SBO Program:** It is the policy of the City of Charlotte in accordance with SB 1336 as approved by the NC General Assembly on September 3, 2002, that Small Business Enterprises shall have the maximum opportunity to compete for and participate in the performance of contracts issued on behalf of the City of Charlotte. The City further requires that its contractors agree to take all the necessary and responsible steps to ensure that Small Business Enterprises have the maximum opportunity to participate as subcontractors for contractors issued by City of Charlotte, Economic Development Division. Bidders that anticipate subcontracting part of the Products or Services requested by this ITB must notify the City's Procurement Services Division in writing prior to the pre-bid conference of the type of work that the Bidder expects to subcontract.
- 2.17 Equal Opportunity:** The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the products and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Bidders regardless of race, color, religion, age, sex, and

## Section 2 Instructions to Bidders

national origin or disability.

- 2.18 No Collusion or Conflict of Interest:** By responding to this ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.
- 2.19 Anti-lobbying Provision:** Maintaining the integrity of its Invitation to Bid process is of paramount importance for the City. To this end, we ask each Bidder's cooperation in voluntarily refraining from contacting any members of the Charlotte City Council until the award of this contract is presented to them for approval.
- 2.20 Certified Test Report:** If the Specifications or Special Conditions require a certified test report, Bidders shall provide such report at their expense, prior to or with their sealed bids. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory and shall show all test results and full compliance with the applicable Specifications.
- 2.21 Brand Name:** If and whenever brand names, makes, names of manufacturers, trade names, bidder catalogs or model numbers are stated in this ITB, they are for the purpose of establishing a grade or quality of material. The City will evaluate any alternates bids to specified brand names as provided in Attachments 1 and 2 of this ITB.
- 2.22 Proposed Alternate Product In Lieu of a Specified Brand:** Bidders that desire to submit a proposed alternate Product in lieu of a brand specified in Attachments 1 & 2 of this ITB must include the following with their bid response:
- i.** Identify the manufacturer, brand name, make and, part number;
  - ii.** Any descriptive literature such as illustrations, drawings or data that are necessary for the City to make a comparison with the brand specified for that item in Attachments 1 and 2; and
  - iii.** Certified test reports (if applicable) by an independent laboratory attesting that the proposed Alternate is equal to or better than the specified brand with respect to the applicable specifications for which certified test reports are required.

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

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

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

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

## Section 2 Instructions to Bidders

- 2.23** Initial Evaluation of Samples: Upon receipt of the samples, a committee of City employees (the “Evaluation Committee”) will conduct an initial evaluation to determine whether the samples appear to be “or equal” Alternates for the brand names listed in Section 8 of this ITB. In making this determination, the Evaluation Committee will inspect the samples received for compliance with the Specifications.

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

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

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

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

- 2.26** **Award Criteria:** The City reserves the right to award a Contract to the lowest responsive responsible bidder that meets the requirements of this ITB, taking into consideration vendor qualifications and experience, quality, product and services offerings, catalog pricing, delivery, workmanship, services, financial qualifications, inventory control and reporting and all criteria included in Section 3.5. The City reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as cost.

- 2.27** **Environmental Preferable Purchasing:** The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

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

Environmentally Preferable Products have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This

## Section 2 Instructions to Bidders

comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

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

- 2.28 Contract Award by Charlotte City Council:** The Contract to be awarded under this ITB must be approved by the Charlotte City Council. If such approval is granted, the Procurement Services Division will provide the Contract to the Bidder for the Bidder to sign and return. In the event City Council approval is not received within one hundred twenty (120) calendar days after opening of the Bids, the Bidder may request that it be released from the Bid.
- 2.29 Post Award Conference:** A Post-Award Conference will be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company's prospective Project Manager and any anticipated major subcontractors, and shall provide at such conference a written schedule for the delivery of any Products or Services for which no delivery dates have been specified in this ITB. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company's authorized representative in the event of an emergency after normal business hours.

**Section 3**  
**Solicitation Schedule and Process**

**3.0 Solicitation Schedule and Process**

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

DATE	EVENT
March 21, 2011	<i>Issuance of ITB.</i> The City of Charlotte issues this ITB.
April 5, 2011	<i>Invitation to Bid Acknowledgement.</i> Suppliers who intend to submit a Bid shall submit the ITB Acknowledgement Form on this date to the fax number listed in Section 8 Form One.
April 5, 2011	<i>Submission of Written Questions Prior to Pre-Bid Conference.</i> Suppliers are permitted to submit written questions, but only for purposes of clarifying this ITB. All submissions must be faxed or preferably e-mailed to Karen Ruppe at the address and number listed in Section 3.3 (C). Questions are due by 5 p.m. EDT on March 29, 2011.
April 6, 2011	<i>Pre-Bid Conference.</i> All interested Suppliers are highly encouraged to attend.
April 8, 2011	<i>Submission of Written Questions After the Pre-Bid Conference.</i>
April 20, 2011	<i>Bid Submission.</i> Bids are due by 2:00 p.m. EDT on April 20, 2011, at the Procurement Services Division, CMGC 9 <sup>th</sup> Floor. All Bids will be time-stamped upon receipt and held in a secure place until this date.
April 23, 2011 – May 12, 2011	<i>Evaluation of Bids</i>
June 13, 2011	<i>Contract Award by City Council.</i>
September 1, 2011	<i>Contract effective date.</i> Supplier begins providing all Products and Services.

**Note: All dates are subject to change per written addendum.**

**3.1 Intent to Propose.**

Please acknowledge receipt of this ITB via e-mail or facsimile by April 5, 2011 using the Bid Acknowledgement Form located in Section 9, Form One. Complete the form in its entirety advising the City of Charlotte of your firm’s intention to submit or not submit a Bid. E-mail or Fax the completed and signed form to Karen Ruppe per Section 2.7.

**3.2** A pre-bid conference for the purpose of reviewing the ITB and answering questions regarding the Project will be held on **April 6, 2011 at 9:00 a.m. EDT**, at the City of Charlotte Government Center, 600 East Fourth Street, basement level conference room #CH-14, Charlotte, North Carolina 28202. Please bring a copy of the ITB with you at that time.

## Section 3 Solicitation Schedule and Process

### 3.3 Exceptions to Invitation to Bid.

Each Bid submitted in response to this Invitation to Bid constitutes a binding offer to comply with **all terms, conditions, special conditions, specifications, and requirements** stated in this Invitation to Bid, except to the extent that a Bidder takes exception to such provisions in the manner required by this section. To take exception to a provision of this Invitation to Bid, the Bidder must clearly identify in its Bid response each of the following: (a) the number and title of each section that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this Invitation to Bid may result in the Bid being rejected by The City of Charlotte.

### 3.4 Multiple Awards

Multiple Contracts may be awarded 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.

### 3.5 Evaluation of Bids

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

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

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

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

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

## **Section 3**

### **Solicitation Schedule and Process**

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

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

#### **3.6 Contract Award**

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

## Section 4 Terms and Conditions

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

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

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

**4.2 Terms of Contract:**

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

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

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

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

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

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

## Section 4 Terms and Conditions

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

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

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

**4.9 Preparation For Delivery:**

(A) **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Bidder will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

(B) **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department or key business making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

(C) **Shipping.** The Bidder shall follow all shipping instructions included in this Invitation to Bid, the City’s purchase order or in the Contract with the City.

- 4.10 Acceptance of Products/Services:** The Products delivered under this Invitation to Bid shall remain the property of the successful Bidder until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the successful Bidder and return such Products (and any related goods) to the Bidder at the Bidder’s expense. In the event the Services provided under this Invitation to Bid do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the successful Bidder. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

- 4.11 Guarantee:** Unless otherwise specified by the City, the Bidder unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply

## Section 4 Terms and Conditions

with the Specifications), the Bidder at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

- 4.12 Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
- 4.13 Right to Cover:** If the successful Bidder fails to comply with any term or condition of the Contract or the Bidder's response to this Invitation to Bid, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from such Bidder the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Bidder's response to this Invitation to Bid.
- 4.14 Right to Withhold Payment:** If a Bidder breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Bidder until such breach has been fully cured.
- 4.16 Certification of Independent Price Determination:** By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (A) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
  - (B) Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid.
  - (C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- 4.17 Subcontracting:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 4.18 Compliance with Laws:** All Products and Services delivered under this Invitation to Bid shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the successful Bidder shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 4.19 City License Requirement:** A current City of Charlotte and/or Mecklenburg County Business License is required for a successful Bidder who either personally or through agents, solicits business within City limits; or picks up and/or delivers Products or delivers Services within City

## Section 4 Terms and Conditions

limits. All questions regarding licensing should be directed to the Business Tax Collections Office, 704-336-6315.

- 4.20 No Liens:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 4.21 Other Remedies:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 4.22 Amendment:** No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 4.23 Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of the Contract, and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to the Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By submitting a response to this Invitation to Bid, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 4.24 Binding Nature and Assignment:** The Contract shall bind the parties and their successors and permitted assigns. Neither party may assign the Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in this Invitation to Bid shall constitute an assignment.
- 4.25 No Delay Damages:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
- 4.26 Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (A) If such failure or delay:
    - 1. could not have been prevented by reasonable precaution;
    - 2. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
    - 3. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
  - (B) An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
  - (C) Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the

## Section 4 Terms and Conditions

inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Bidder from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the successful Bidder.

- (D) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Bidder or its subcontractors shall not constitute “Force Majeure Events” and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Bidder of any obligation it may have regarding disaster recovery, whether under the Contract or at law.
- 4.27 Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 4.28 No Publicity:** No advertising, sales promotion or other materials of the successful Bidder or its agents or representations may identify or reference the Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the successful Bidder may list the City as a reference in responses to requests for Bids, and may identify the City as a customer in presentations to potential customers.
- 4.29 Waiver:** No delay or omission by either party to exercise any right or power it has under the Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the Contract shall be effective unless in writing and signed by the party waiving the rights.
- 4.30 Survival of Provisions:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to all definitions and a list of surviving Sections which will be included in the final Contract.
- 4.31 Change In Control:** In the event of a change in “Control” of the successful Bidder (as defined below), the City shall have the option of terminating the Contract by written notice to the successful Bidder. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in the Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the successful Bidder or (ii) the power to direct or cause the direction of the management and policies of the successful Bidder whether through the ownership of voting securities, by contract or otherwise.
- 4.32 Commercial Non-Discrimination:** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City’s website (the “Non-Discrimination Policy”). As a condition of entering into this Contract the Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the

## **Section 4 Terms and Conditions**

Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into the Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

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

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

## Section 5 Special Conditions

In this Section of the ITB, a Bidder that enters into a Contract with the City may be referred to as the “successful Bidder” or the “Company.”

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

**5.2 Price Adjustment If Not Included As Part of the Bid:** If price adjustments are not included in your Bid, the price(s) stated in your Bid shall apply for the entire term of the Contract unless the City approves a price adjustment in writing in accordance with the following terms:

- A. Price increases shall only be allowed when justified in the City’s sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate a Bidder for inefficiency in operation, increase in labor costs, or for additional profit.
- B. To obtain approval for a price increase, the Bidder shall submit a written request to the Procurement Services Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally bid.

City of Charlotte  
BSS/Procurement Services Division  
600 East Fourth Street  
Charlotte, NC 28202

- C. No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City’s sole discretion. If the City rejects such price increase, the Bidder shall continue performance of the Contract.
- D. If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City’s reasons for granting the increase longer apply.

**5.3 Options and Accessories:** The City may in its discretion purchase from the successful Bidder options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

**5.4 Documentation:** The successful Bidder will provide for all Products purchased under this Invitation to Bid written or electronic documentation that is complete and accurate, and sufficient

## Section 5 Special Conditions

to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

- 5.5 Design and/or Manufacturer Requirement:** All Products and Services shall meet the Specifications set forth in Section 6 and Attachments 1 and 2 of this ITB.
- 5.6 Contract Monitoring:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the successful Bidder shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
- 5.7 Site Visit:** At the option of the City, a plant and facility inspection may be required as described under **Section 4.8** of this Invitation to Bid.
- 5.8 Reporting:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
- 5.9 Audit:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
- 5.10 Liquidated Damages:** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications (including without limitation the opening date requirement, delivery times, inventory levels, accurate invoices and reporting requirements). The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth in the Specifications. The parties agree that the liquidated damages set forth in the Specifications shall be the City's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Company to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- 5.11 Background Checks.**  
The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
- a. Criminal records search,

**Section 5**  
**Special Conditions**

- b. Identification verification; and
- c. Proof of authorization to work in the United States.

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

**6.1 Scope of Work**

The scope of this contract shall be to provide new repair, replacement, and service parts, shop chemicals, and related items and services to the City of Charlotte and other participating public agencies. The City's Equipment Management Division (EMD) requires new, highest quality or grade parts for a broad variety of vehicles and equipment including but not restricted to, automobiles, light and medium duty trucks, SUVs, fire apparatus, buses, and construction equipment. Bidders must submit Bids on complete manufacturer lines of new replacement and repair parts and components to accommodate the City's requirements.

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

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

**6.1 General Requirements**

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

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

**6.1.3** All Products must be rated and classified for each category and application they are to be used on.

**6.2 Pricing.**

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

## Section 6 Scope of Work

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

The City of Charlotte reserves the right to add automotive parts and supplies, as they are deemed necessary to be part of this contract. Both parties shall agree, in writing, upon any items added to the contract after the initial award. No Product items can be excluded from the quoted list price based on gross profit floors, vendor costs, sourcing methods, or changing market conditions.

### 6.3.1 Sample Products List.

1. Pricing submitted on Attachments 1 and 2 are for price comparison and verification of discount purposes only. The Bidder should not consider the Attachments 1 and 2 as “core” or high volume item list. The pricing submitted on Attachments 1 and 2 does not solely determine lowest bidder. Bids must comply with all requirements of this ITB and provide the broadest and most comprehensive product offering possible.
2. Bidders must submit unit pricing on the Products provided as Attachments 1 and 2 using the discounts stated on Four 4 (Section 8). The pricing sheets must be submitted in hard copy and also on CD in Excel or other searchable format.
3. Sample Products lists pricing (Attachment 1 and 2) must indicate whether the item is an exact match or provide an alternate in the appropriate fields. The City’s decision shall be final and conclusive in determining the equality of alternatives.
4. Pricing must include manufacturer part number, discount applied, and extended net/contract price after discount.
5. DO NOT include any tax in your pricing.
6. Bidders are cautioned to carefully review each item and pay special attention to the unit of measure for each item. Please be sure to bid the unit of measure designated that may be different from your selling unit.

### 6.3.2 Catalog Price Lists.

Bidders must include a complete price list of all catalog items and services offered that are not included in the Sample Products List (Attachment 1 & 2) on a CD. Pricing must be in the **Excel format set forth in Attachment 3**. Please provide separate price list for Light, Medium and Heavy Duty Vehicles if applicable. Services must be itemized using an hourly rate. Bidders must provide the broadest and most comprehensive product offering possible.

### 6.3.3 Pricing Incentives and Rebates.

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

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

### 6.3.4 Price Adjustments.

**All bids shall remain firm for the first term (one year) of the subsequent Contract (through August 31, 2012).** Bidders may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to the City of Charlotte Procurement Services Division

## **Section 6** **Scope of Work**

along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Bidder for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract. Price increases will only be considered for those items with a published manufacturer's price increase. The Company shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. Price increases will not be considered more than once annually.

### **6.4 Placement of Orders.**

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

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

### **6.5 Electronic Commerce.**

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

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

#### **6.5.2 Reporting capabilities.**

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

1. Ability to sort the history of purchases by product type (i.e. belts, emissions, engine, etc.), by account, or ship-to location;
2. Ability to produce recycled products purchased reports;

## Section 6 Scope of Work

3. Bids must include sample reports for a current government customer that demonstrates these reporting capabilities.

### **6.5.3 Billing capabilities.**

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

### **6.5.4 Procurement Cards (P-cards).**

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

## **6.6 Delivery and Inventory Performance Service Level.**

All in-stock Products provided under this contract must be delivered F.O.B. to the City of Charlotte's designated EMD facility (see Section 6.12) within two (2) hours for all orders placed between 7:00 a.m. and 4:00 p.m. Any regular orders placed after 4:00 p.m. must be delivered by 10:00 a.m. the next business day. Products shall be delivered in quantities and intervals as requested by the City. The schedules will be based on the most up to date standards of Just in Time (JIT) inventory principles and Service requirements.

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

All Participating Public Agencies will require deliveries to its specific locations. Successful bidder must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize the Master Agreement through U.S. Communities.

The successful Bidder is responsible for maintaining a high level of service as it relates to customer satisfaction and contractual performance. The successful Bidder(s) are required to assist designated City inventory personnel in managing an efficient and reasonable level of inventory. The Bidder must be willing to accommodate changes in volume, delivery sites, and other reasonable requests by the City throughout the term of the Contract.

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

- Smaller more frequent deliveries;
- Maintaining pre-determined inventory levels (based on min/max levels); and

## Section 6 Scope of Work

- On-line ordering and designated personnel to “share” inventory data for availability and delivery information.
- 6.6.2** Each order delivered must have a packing slip enclosed. The packing slip must clearly show the items ordered, unit of measure, contract pricing, items enclosed and identify any items on backorder.
- 6.6.3** Bids must include Company process for tracking and verifying all deliveries.
- 6.7** **Receiving:** Inventory accuracy and asset management are critical to The City and Equipment Management Division. The Supplier is solely responsible to insure all quantities, packaging, pricing, part numbers, and related information is correct on all shipments/parts/invoicing. Part numbers on invoicing to The City, must match part numbers on the part labels exactly. It is the sole responsibility of the supplier to audit any/all shipments for accuracy. No delivery is to be “dropped off” at any EMD Shop without shipment confirmation, audit, and signature of receipt from authorized Equipment Management personnel.
- 6.8** **Quantities.**  
The City reserves the right to purchase according to actual need and does not guarantee quantities. Multiple orders will be placed on an as needed basis during the term of the contract. The quantities shown in the Sample Product List (Attachment 1) are estimates only for pricing comparison purposes.
- 6.9** **Term.**  
The effective date of any subsequent contract will be September 1, 2011, but is subject to change based on final governing board approval, and appropriate transition and implementation of the new contract. If the effective date is changed, the current vendor will be asked to continue services for a predetermined period of time. The initial term of this contract will be for three (3) years from the effective date with an option to renew up to three (3) additional one-year terms under the same terms and conditions, provided that funds have been appropriated by each governing board, and provided further that renewal terms will incorporate any price increase agreed upon by the City pursuant to Section 5.2 of this ITB. The City shall be entitled to exercise or decline to exercise renewal options in their sole discretion.
- 6.10** **Returns and Restocking Charges.**  
The Company must pick up the Product to be returned within twenty-four (24) hours from notification. The City will not pay restocking fees for merchandise that has been returned unless it is a specialty item and the user department has been notified, at the time of placement of order, of the potential restocking charge. The Company will issue a credit memo, to the City within seven (7) calendar days of the return.
- 6.11** Invoicing shall be accomplished on a per job basis. Invoices shall be detailed indicating the date of the request, job number, job description, part number, PO number, quantity, price, date of the current manufacturer’s published government price list on which the prices in the invoice are based and the date on which such price lists were provided to the City. Invoices shall reference the location at which products are delivered (ship to) and the City contact name and order number.

**NOTICE\*\*\*\*A copy of the invoice with ALL information shall be provided to the City division that request the service, at the time and point of product delivery.**

**Section 6**  
**Scope of Work**

**The only exception to this process will be on-site delivery or service provided after scheduled work hours. The City division may agree to accept a copy of the invoice within 24 hours of product delivery on this basis.**

**The original invoice should be mailed directly to Accounts Payable immediately. Please use the following “Bill To” address on all invoices to the City.**

<p>City of Charlotte AP PO BOX 37979 Charlotte, NC 28237-7979</p> <p>Or PDF email to <a href="mailto:cocap@charlottenc.gov">cocap@charlottenc.gov</a></p> <p><b>(Either Mail or email invoices: Do Not Do Both)</b></p>
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\*\*Failure to implement and properly execute the invoicing processes listed above may delay payment, affect purchasing/ordering decisions, and may result in termination of the contract or other action at the sole discretion of the City.

**6.12 SHIP TO ADDRESSES FOR THE CITY OF CHARLOTTE:**

Louise Avenue Facility 829 Louise Avenue Charlotte, NC 28204	New Light/Medium Facility 1031 Atando Ave Charlotte NC (replaces Seigle Ave. shop) Projected operational date Sept. 2011
Siegle Avenue Shop 932 Seigle Avenue Charlotte, NC 28205	City of Charlotte/Mecklenburg County 12 <sup>th</sup> Street Shop 900 W. 12 <sup>th</sup> Street Charlotte, NC 28206
Sweden Road Shop 4600 Sweden Road Charlotte, NC28273	North Pointe BSS, EMD Maintenance Facility North Pointe Industrial Boulevard Charlotte, NC 28216
Tuckaseegee Road Shop 701 Tuckaseegee Road Charlotte, NC 28208	

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

**6.13 New Products and Services**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this ITB and include, but will not be limited to, new Product added to the

## Section 6 Scope of Work

Manufacturer's catalog offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of The City of Charlotte.

### **6.14 Literature**

The successful vendor will be required to furnish and/or update all price lists, catalogs, and other literature to the City or any Participating Public Agency within fifteen (15) days of request.

### **6.15 Warranty**

All Products provided under this ITB shall be covered by the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance.

**6.15.2** The Company shall provide the City with two copies of the manufacturer's written warranty for each item of equipment.

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

**6.15.4** Warranty repairs shall be performed by the Bidder at the City's site upon request.

**6.15.5** The Products warranty will become effective on the date of installation or use of the Product by the City, but shall not exceed 24 months after receipt by the City.

### **6.16 Additional Warranties.**

Each successful Bidder represents, warrants and agrees that: (i) the Products and Services supplied by the Company shall satisfy all requirements and specifications set forth in this Invitation to Bid; (ii) all Products will be free from defects in materials and workmanship; and (iii) the Company shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.

The successful Bidder(s) shall not violate any agreement with any third party by entering into or performing this Contract.

The successful Bidder(s) shall unconditionally guarantee the Products and workmanship on all materials and/or Services. If, within the guarantee period any defects occur due to faulty Products and/or Services, the Company at their expense shall repair or adjust the condition, or replace the Products and/or Services to the satisfaction of the City. These repairs, replacements, or adjustments shall be made only at such time as the City designates to ensure the least impact to the operation of the City.

The successful Bidder(s) shall handle and manage all claims on manufacturer warranties for the City's Product defects and resolve all matters either by repairing or replacing the parts at the City's sole discretion. All claims must be in writing and the Company shall provide a time line regarding resolving such claim to the City. All Products will be tested to determine if supplied Product caused such damage or was faulty. The City shall make the sole determination if Product caused such damage or was faulty.

The successful Bidder(s) will expedite all claims and keep the City notified of the status of such claim. If no resolution time is established within a certain period of time determined by the City, the Company will pay to the City the actual costs (including labor, taxes, parts, and other costs) associated to make the damaged parts operational and/or to replace a defective Product.

## **Section 6** **Scope of Work**

### **6.17 Inventory.**

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

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

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

### **6.18 Training.**

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

### **6.19 References.**

Bids must include a minimum of five (5) customer references that Bidder has provided products and services similar to those outlined in this ITB. Provide contact name, title, customer name, address, phone number and email address.

### **6.20 Samples.**

Prior to award of a contract, vendors may be required to furnish samples of Product items bid, at no charge to the City. Designated City personnel will evaluate samples to determine the equality of the products provided. All determinations shall be final and conclusive. EMD will retain samples for comparison with items delivered under the resulting contract.

### **6.21 Value Added Services.**

Proposers are encouraged to include any special programs that your company offers that will improve customer's ability to access products, such as retail store availability, promotional items, engraving, printing, demand management or other innovative strategies that could add value to this contract.

### **6.23 Implementation of Services.**

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

## **Section 6 Scope of Work**

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

**7.1 Indemnification.** To the fullest extent permitted by law, and except to the extent any Charge (as defined below) arises from or results from any breach, negligence or willful misconduct of any Indemnitee(s) (as defined below), the Company shall indemnify, defend and hold harmless each of the Indemnitees from and against any and all “Charges” (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Products or Services (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible, or from any allegations of the forgoing; or (iv) arising from the Company’s violation of any law, regulation or ordinance, or from any allegation of the forgoing; or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to workers’ compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected Product or Service; or (ii) repair or replace the infringing Product or Service so that it becomes non-infringing, provided that the performance of the overall Product(s) and Service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty days after the City provides notice to the Company that it has been directed to cease use of a Product or Service, then such failure shall be deemed a Major Performance Failure and the City shall have the right to pursue any legal or equitable remedies it may have.

**7.2 Insurance:** Throughout the term of the Contract, the successful Bidder shall comply with the insurance requirements described in this Form. In the event the successful Bidder fails to procure and maintain each type of insurance required by this Form, or in the event the successful Bidder fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the successful Bidder.

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

- A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Bidder and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether

such work is performed by the successful Bidder, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

- C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in **Section 7.1**

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

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The successful Bidder shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract and shall name the City as an additional named insured under the commercial general liability.

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

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

**INVITATION TO BID ACKNOWLEDGEMENT**

The Supplier hereby certifies receipt of the Invitation to **Bid #269-2011-069 for Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles, and Related Services**. This form should be completed upon receipt of the City of Charlotte’s Invitation to Bid and submitted via fax or e-mail in time for the Charlotte Procurement Services Division to receive it by or before **April 5, 2011**. Please fax or e-mail the completed Invitation to Bid Acknowledgement Form to the attention of:

Karen Ruppe, C.P.M.; CLGPO, CPPB  
Procurement Services Division  
Fax: 704-632-8254  
E-mail: [kruppe@ci.charlotte.nc.us](mailto:kruppe@ci.charlotte.nc.us)

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

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

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

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

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

\_\_\_\_\_ **We plan to attend the Pre-Bid Conference and plan on submitting a Bid.**

Indicate number of attendees: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Bid Conference but plan on submitting a Bid.**

Reason: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Bid Conference and do not plan on submitting a Bid**

Reason: \_\_\_\_\_

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**BID SUBMISSION FORM**  
**ITB # 269-2011-069**  
**Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles,**  
**And Related Services**

This Bid is submitted by:

Company Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Representative (*signed*): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_  
(Area Code) Telephone Number

Facsimile: \_\_\_\_\_  
(Area Code) Fax Number

E-Mail Address: \_\_\_\_\_

**It is understood by the Vendor that the City reserves the right to reject any and all Bids, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.**

\_\_\_\_\_  
Company Name Date

\_\_\_\_\_  
**Authorized Signature** **Please type or print name**

**Addenda Acknowledgement Form**  
**ITB # 269-2011-069**  
**Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles,**  
**And Related Services**

1. **Bid Submission Check List:** Confirm by placing a check mark in the space provided that as the bidder or proposer the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid/Invitation to Bid.

(A) \_\_\_\_\_ Addenda acknowledgement. Please contact the Procurement Services Division representative to verify the number of addenda issued.

<i>Procurement Services Rep. Name</i>	<i>Telephone Number</i>
Karen Ruppe	704-336-2992

**Addenda Receipt: The following confirms receipt of any and all addenda issued for this Invitation to Bid:**

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____
_____	_____

- (B) \_\_\_\_\_ Bid document has been signed by authorized bidder/proposer official.
- (C) \_\_\_\_\_ Bid package has been properly labeled per the instructions. (See Section 1.6, page 3)
- (D) \_\_\_\_\_ Bid Response Package Forms
- Bid Submission Form Two
  - Addenda Acknowledgement Form Three
  - Pricing Sheet Form Four
  - Non-Discrimination Certification Form Five
  - All items (Tab 1-22) included in the Bid Response Format Table set forth in Section 8.2
  - Vendor References

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



**Discount Schedule - ITB # 269-2011-069**  
**Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles,**  
**and Related Services**

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte and/or Mecklenburg County for this bid. Any exceptions are clearly marked in the attached copy of bid specifications.

**BIDS ARE DUE NO LATER THAN 2:00 P.M. EDT, APRIL 20, 2011**

**8.1 TABLE A:** Please provide fixed discount off list price for each of the following product categories:

Item	Product Category	Manufacturer/Brand Names (add additional brands offered in blanks)	Verifiable Price List (Current Mfg Price List Number or Catalog ID)	Percent (%) Discount (off stated verifiable price list)
1	<b>Alternators &amp; Starters</b>	AC Delco		
		Beck/Arnley		
		Genco		
		Wagner		
2	<b>Bearings (Ball &amp; Roller)</b>	BCA		
		Timkin		
		National		
		Chicago Rawhide		
3	<b>Batteries</b>	AC Delco		
4	<b>Belts, Hoses, Clamps</b>	Gates		
		Goodyear		
		Ideal		

**Section 8**  
**Required Forms – Form Four**

Item	Product Category	Manufacturer/Brand Names (add additional brands offered in blanks)	Verifiable Price List (Current Mfg Price List Number or Catalog ID)	Percent (%) Discount (off stated verifiable price list)
5	<b>Brakes (Pads &amp; Shoes)</b>	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
6	<b>Brakes (Drums &amp; Rotors)</b>	Guinte		
		Vipar		
		United		
7	<b>Brakes (Calipers)</b>	Vipar		
8	<b>Caps &amp; Thermostats</b>	Stant		
9	<b>Chemicals</b>			

**Section 8**  
**Required Forms – Form Four**

<b>Item</b>	<b>Product Category</b>	<b>Manufacturer/Brand Names</b> (add additional brands offered in blanks)	<b>Verifiable Price List</b> (Current Mfg Price List Number or Catalog ID)	<b>Percent (%) Discount</b> (off stated verifiable price list)
10	<b>Coolant /Antifreeze</b>	Shelzone/Motorcraft		
11	<b>Electrical &amp; Ignition</b>	AC Delco		
		Motorcraft		
		Autolite		
		Champion		
		Cole Hersee		
		Standard		
12	<b>Emissions &amp; Exhaust</b>	AC Delco		
		Motorcraft		
		Walker		
13	<b>Filters (Air, Fuel, Oil)</b>	AC Delco		
		Motorcraft		
		Wix		
		Fram		
14	<b>Gaskets &amp; Seals</b>	AC Delco		
		National		
		C/R		

**Section 8**  
**Required Forms – Form Four**

<b>Item</b>	<b>Product Category</b>	<b>Manufacturer/Brand Names</b> (add additional brands offered in blanks)	<b>Verifiable Price List</b> (Current Mfg Price List Number or Catalog ID)	<b>Percent (%) Discount</b> (off stated verifiable price list)
15	<b>Heating &amp; Air Condition</b>	AC Delco		
		Motorcraft		
16	<b>Lamps, Lighting, Mirrors</b>	Federal Signal		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
17	<b>Power Steering Pumps</b>	A-1 Cardone		
18	<b>Pumps (fuel &amp; water)</b>	AC Delco		
		Motorcraft		
		TRW		
		Airtex		
19	<b>Steering &amp; Suspension</b>	Moog		
		Monroe		
		Motorcraft		

**Section 8  
Required Forms – Form Four**

<b>Item</b>	<b>Product Category</b>	<b>Manufacturer/Brand Names</b> (add additional brands offered in blanks)	<b>Verifiable Price List</b> (Current Mfg Price List Number or Catalog ID)	<b>Percent (%) Discount</b> (off stated verifiable price list)
19	<b>Universal Joints</b>	Precision		
		Spicer		
20	<b>Wipers</b>	Anco		
		Motorcraft		
		Trico		
21	<b>Wheel Accessories</b>	<b>Moog</b>		
22	<b>Spark Plugs</b>	<b>AC</b>		
		<b>Champion</b>		
		<b>Motorcraft</b>		
		<b>Autolite</b>		
<b>Add additional categories as needed</b>				
23				
<b>Add additional categories as needed</b>				
24				

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

**Table B: Heavy Duty Parts (Please add additional manufacturers offered) per Section 6.1.**

<b>Item</b>	<b>Manufacturer</b>	<b>Verifiable Price List (Current Mfg Price List Number or Catalog ID)</b>	<b>Discount (%) off Current Manufacturer List Price</b>
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetguard		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
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**8.2 Bid Format.**

The City of Charlotte desires all Bids to be identical in format in order to facilitate comparison. While The City of Charlotte’s format may represent departure from the Bidder’s preference, the City of Charlotte requires strict adherence to the format. The Bid will be in the format described below:

Tab Number	Item Description	Included (Check)
1	Cover letter per Section 8.3.1	
2	Executive Summary per Section 8.3.2	
3	Supplier Worksheets per Section 1 (pg. 16-19)	
4	All Supplier Company information per Section 1 (pg. 16)	
5	All Supplier Distribution information per Section 1 (pg. 16-17)	
6	All Supplier Marketing information per Section 1 (pg. 17)	
7	All Supplier Product information per Section 1 (pg. 17-18)	
8	All Supplier Administration information per Section 1 (pg. 18-19)	
9	Supplier Financial Statements per Section 1 (pg. 19)	
10	Supplier Environmental information per Section 1 (pg. 19)	
11	The “Bid Submission” set forth in Section 8, Form Two	
12	The “Addenda Receipt Confirmation” set forth in Section 8, Form Three;	
13	Exceptions to the ITB per Section 3.8 set forth in Section 8, Form Three	
14	The Fixed Percentage Discount Pricing Sheet per Section 6.3 and set forth in Section 8, Form Four	
15	Pricing Incentives and Rebates per Section 6.3.3	
16	Non-Discrimination Certificate set forth in Section 8, Form Five	
17	Sample Product List per Section 6.3.1 and Attachment 1	
18	Sample Product List per Section 6.3.1 and Attachment 2	
19	Catalog Price List per Section 6.3.2 and Attachment 3	
20	U.S. Communities Administration Agreement (signed, unaltered) set forth as Appendix B	
21	See Insurance Requirements in Section 8 and indicate if your Company can comply with these requirements	
22	References per Section 6.19	
22	Value added Services	

Bids are to be compatible with The City of Charlotte's in-house office paper program and waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Bids shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies must be printed double-sided;
- All Bids and copies are printed on recycled paper (at least 10% post-consumer recovered material and at least 30% total recovered material), and indicate this information accordingly on the response;
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as three ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be itemized and submitted with numbered tabs that identify the information per the table above.
- Materials must be submitted in a format that allows for easy removal and recycling.

Bids must also include the required number of electronic copies on CDs per section 3.3 (C) including the entire Bid in a searchable format such as MS Word or Adobe Acrobat.

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

### **8.3 Bid Content.**

#### **8.3.1 Cover Letter.**

The Bid must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Bidder. The cover letter shall provide the name, address, telephone and facsimile numbers of the Bidder along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City of Charlotte. The cover letter shall present the Bidder's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

#### **8.3.2 Executive Summary.**

The Bidder shall submit an executive summary, which outlines its Bid, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Bid, which make it superior or unique in addressing the needs of the City of Charlotte.

#### **8.3.3 Required Forms.**

To be deemed responsive to this ITB, Bidders must complete in detail, all Bid Forms included in Section 8.

**Section 8**  
**Required Forms – Form Four**

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The City reserves the right to award multiple Contracts for the Products and Services required by this ITB if the City deems multiple Contracts to be in the City's best interest.

Payment Terms: \_\_\_\_\_

The undersigned hereby certifies the Bidder has read the terms of this bid document, including the sample contract (Section 9) and is authorized to bind the firm to the information herein set forth.

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

\_\_\_\_\_  
Legal Name of Firm

BY: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Person Signing (please print)

**NON-DISCRIMINATION PROVISION**  
**FOR ALL CITY CONTRACTS**

**Project: Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles,**  
**and Related Services**

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

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

1. In preparing the enclosed Bid, the Bidder or Proposer has considered all bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Paragraph 12 of Section 9**.
2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or Bid submitted with this certification, and terminate any contract awarded based on such bid or Bid. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
4. As a condition of contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid or Bid and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its bid or Bid, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid or Bid to the City, the Bidder or Proposer agrees to comply with the City’s Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

DATE: \_\_\_\_\_

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

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

CONTRACT NO. \_\_\_\_\_

**CONTRACT TO PROVIDE  
AUTOMOTIVE PARTS AND SERVICES**

This Contract (the "Contract") is entered into as of this \_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

**Statement of Background and Intent**

- A. The City issued An Invitation to Bid (ITB 269-2011-069) dated March 15, 2011 requesting bids from qualified firms to provide the City with Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".
- B. The Company submitted a bid in response to ITB #269-2011-069 on (insert date). This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this contract on \_\_\_\_\_, 20\_\_ to Company to provide Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services to the City all in accordance with the terms and conditions set forth herein.

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

**A G R E E M E N T**

- 1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:
  - Exhibit A: **Discount Schedule** (Bid Response Form Section 8, Form 4 as submitted by the Company)
  - Exhibit B: **Terms and Conditions** (Section 4 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company on Bid Response Form 2)
  - Exhibit C: **Special Conditions** (Section 5 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company on Bid Response Form 2)
  - Exhibit D: **Specifications** (Section 6 of the ITB and all addenda thereto, marked to show any exceptions taken by the Company in its Bid)
  - Exhibit E: **Bid Response Forms** (the Bid Response Forms contained in Section 8 of the ITB and submitted by the Company, except for Form 3, the Pricing Sheet)

**Section 9**  
**Contract Requirements**

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Exhibit F: **Additional Materials** (Any additional materials submitted by the Company to describe the Products or Services).

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

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):

2.1. *EFFECTIVE DATE.* The term “Effective Date” refers to the effective date identified in the first paragraph of this Contract.

2.2. *PRODUCTS.* The term “Products” shall mean Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services) and all other related items the Company agreed to provide to the City in its Bid.

2.3. *SERVICES.* The term “Services” shall include all services that the Company agreed to provide to the City in its Bid.

3. **TERM.**

The initial term of this Agreement will be for three years from the Effective Date with an option to renew for three (3) additional one-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth on Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services.

5. **COMPENSATION.**

The City shall pay the Company for the Products and Services delivered in compliance with the Specifications at the **unit prices** set forth in **Exhibit A**. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in **Exhibit C**. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit A**.

6. **BILLING.**

Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall mail all invoices to:

City of Charlotte Accounts Payable  
PO Box 37979

Charlotte, NC 28237-7979  
Attn: (BSS/EMD)

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

**7. GENERAL WARRANTIES.**

Company represents and warrants that:

- 7.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of \_\_\_\_\_, and is qualified to do business in North Carolina;
- 7.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 7.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
- 7.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 7.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 7.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

**8. ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company represents warrants and covenants that:

- 8.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 8.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 8.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 8.4 The Company shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Products and the Services, and shall obtain all necessary permits and licenses.

9. **TERMINATION.**

9.1 *TERMINATION WITHOUT CAUSE.* The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

9.2 *TERMINATION FOR DEFAULT BY EITHER PARTY.* By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

- (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- (b) The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

9.3 *ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.* By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

9.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

9.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

9.4 *NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.* Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

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- 9.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 9.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 9.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

10. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- a. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- b. Notifying all affected vendors and subcontractors of the Company of transition activities;
- d. Performing the transition service plan activities;
- e. Answering questions regarding the products and services on an as-needed basis; and
- f. Providing such other reasonable services needed to effectuate an orderly transition to a new system.

11. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

12. **NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion,

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national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

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

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

13. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
14. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
15. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
  - 15.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 15.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

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- 15.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 15.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 15.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 15.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

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

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

<b>For The Company:</b>	<b>For The City:</b>
	Procurement Services Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone:
	Fax:
	E-mail:
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

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

17. **MISCELLANEOUS**

- 17.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such

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subject matter. This Contract supersedes all prior agreements, negotiations, representations and Bids, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

- 17.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Key Business Executive, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 17.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 17.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in **Section 17.8** constitutes an assignment.
- 17.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 17.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for Bids, and may identify the City as a customer in presentations to potential customers.
- 17.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 17.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

**Section 9**  
**Contract Requirements**

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- 17.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 17.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 17.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
18. **NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.**
19. **CONFIDENTIALITY.**
- 19.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 19.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 19.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*
- 19.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 19.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 19.1.5. *Citizen or employee social security numbers collected by the City.*
- 19.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems.* This encompasses but is not limited to passwords and

security standards, procedures, processes, configurations, software and codes.

- 19.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 19.1.8. *Any attorney / client privileged information disclosed by either party.*
- 19.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 19.1.10. *The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.*
- 19.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 19.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services*
- 19.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories **19.1.3** through **19.1.13** above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

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

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

- 19.2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 19.2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 19.2.3. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential

Information is being disclosed.

- 19.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 19.2.5. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 19.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 19.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 19.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - 19.2.9. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 19.3. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 19.3.1. Was already known to Company prior to being disclosed by the City;
  - 19.3.2. Was or becomes publicly known through no wrongful act of Company;
  - 19.3.3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 19.3.4. Was used or disclosed by Company with the prior written authorization of the City;
  - 19.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
  - 19.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

(INSERT COMPANY NAME)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTESTED:

**CITY OF CHARLOTTE  
CITY CLERK'S OFFICE**

**CITY OF CHARLOTTE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.**

**CITY OF CHARLOTTE  
FINANCE DEPARTMENT**

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

**APPROVED AS TO INSURANCE REQUIREMENTS:**

BY: \_\_\_\_\_

## Appendix A

### 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 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

**Appendix B**

**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 \_\_\_\_\_, 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 & 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, remarketer, 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 Government 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 tradeshow 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. Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(i) The pricing, terms and conditions of the Master Agreement shall be Supplier’s primary offering to Public Agencies.

(ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.

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

(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its Invitation to Bid (“ITB”) or invitation to bid (“ITB”) response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier’s field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier’s options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier’s sales

representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(viii) During the term of the Agreement, Supplier shall not, without the prior written consent of U.S. Communities, enter into an agreement or renew an existing agreement with any Multi-State Purchasing Cooperative, other than U.S. Communities, for the purpose of offering Products and Services to Public Agencies through such Multi-State Purchasing Cooperative. A Multi-State Purchasing Cooperative is defined as any purchasing cooperative that administers contracts to Public Agencies in more than five (5) states that are competitively solicited by the purchasing cooperative itself or another Public Agency for the purpose of providing other Public Agencies access to the competitively solicited contracts.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) **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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

(ii) 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.

(iii) Supplier's Options in Responding to a Third Party ITB or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own ITBs and ITBs, 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 ITB or ITB. 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.

(D) Supplier may respond to the ITB or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the ITB or ITB 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. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative 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. 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 goods 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 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 be responsible for the training of 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 Invitation to Bid or invitation to bid;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of products and 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.

3.4 Breach of Supplier's Representations, Warranties 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. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

#### **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 (a) two percent (2%) of aggregate purchases made during the month which comprise annual sales of the first \$340,000,000.00; and then (b) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (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 check or 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.

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 and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.

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  
2033 N. Main Street, Suite 700  
Walnut Creek, California 94596  
Attn: Program Manager Administration

Lead Public Agency:                      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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 forthwith. 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: \_\_\_\_\_

**ADMINISTRATION AGREEMENT ADDENDUM**

**AFFILIATE PROGRAMS**

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

\_\_\_\_\_Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

\_\_\_\_\_Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

\_\_\_\_\_,  
a \_\_\_\_\_

By \_\_\_\_\_

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

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

**CANADIAN COMMUNITIES**  
**SUPPLIER INFORMATION**

If you checked that Supplier wishes to participate in Canadian Communities on the Administration Agreement Addendum, Affiliate Programs, provide the following additional information.

**Company**

1. Total number and location of sales persons employed by your company in Canada;
2. Number and location of distribution outlets in Canada (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales in Canada for 2008, 2009, and 2010.

**Pricing**

Provide a separate pricing file of products offered in Canada utilizing appropriate units of measure offered by Supplier.

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

**EXHIBIT B**

**SALES REPORT FORMAT**

Exhibit B - US (Data Format)												
Sales Report Template												
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Month	Amount
956000735	144	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1525.50
956000222	144	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2008	4	1603.64
956000735	144	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	1625.05
956000735	144	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2008	4	45090.79
066002010	144	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2008	4	318.00
066001854	144	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2008	4	212.00

  

SALES REPORT DATA FORMAT				
Column Name	Data Type	Length	Example	Comment
TIN	Text	9	956000735, 066001854	No Dash, Do not omit leading zero.
Supplier ID	Number	3	111, 110, 116	See Supplier ID Table Below
Account No.	Text	25 max	Depends on supplier account no.	
Agency Name	Text	255 max	City of Groton, Los Angeles County	
Dept Name	Text	255 max	Purchasing Dept, Finance Dept	
Address	Text	255 max		
City	Text	255 max	Pittsburgh, Los Angeles	Must be a valid City name
State	Text	2	PA, CA, IL	
Zip	Text	5	90071, 06340	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Number	2	20, 30, 31	See Agency Type Table Below
Year	Number	4	2005	
Month	Number	1	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12	
Amount	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
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other
99	Unknown

**Appendix C**  
**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 Invitation to Bid 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 Louisiana**

**Registered Cities, Towns, Villages and Boroughs in OR**

1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES

33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRANTS PASS
38	CITY OF GRESHAM
39	CITY OF HALSEY
40	CITY OF HAPPY VALLEY
41	CITY OF HILLSBORO
42	CITY OF HOOD RIVER
43	CITY OF JOHN DAY
44	CITY OF KLAMATH FALLS
45	CITY OF LA GRANDE
46	CITY OF LAKE OSWEGO
47	City of Lake Oswego
48	CITY OF LAKESIDE
49	CITY OF LEBANON
50	CITY OF LINCOLN CITY
51	CITY OF MALIN
52	CITY OF MCMINNVILLE
53	CITY OF MEDFORD
54	CITY OF MILL CITY
55	CITY OF MILLERSBURG
56	CITY OF MILWAUKIE
57	City of Monmouth
58	CITY OF MORO
59	CITY OF MOSIER
60	CITY OF NEWBERG
61	CITY OF NORTH PLAINS
62	CITY OF OREGON CITY
63	CITY OF PHOENIX
64	CITY OF PILOT ROCK
65	CITY OF PORT ORFORD
66	CITY OF PORTLAND

67	CITY OF POWERS
68	CITY OF PRAIRIE CITY
69	CITY OF REDMOND
70	CITY OF REEDSPORT
71	CITY OF RIDDLE
72	CITY OF SALEM
73	CITY OF SANDY
74	CITY OF SANDY
75	CITY OF SCAPPOOSE
76	CITY OF SEASIDE
77	CITY OF SHADY COVE
78	CITY OF SHERWOOD
79	CITY OF SILVERTON
80	CITY OF SPRINGFIELD
81	CITY OF ST. PAUL
82	CITY OF STAYTON
83	CITY OF TIGARD, OREGON
84	City of Troutdale
85	CITY OF TUALATIN, OREGON
86	CITY OF WARRENTON
87	CITY OF WEST LINN/PARKS
88	CITY OF WILSONVILLE
89	CITY OF WINSTON
90	CITY OF WOOD VILLAGE
91	CITY OF WOODBURN
92	CITY OF YACHATS
93	FLORENCE AREA CHAMBER OF COMMERCE
94	GASTON RURAL FIRE DEPARTMENT
95	GLADSTONE POLICE DEPARTMENT
96	Hermiston Fire & Emergency Svcs
97	HOUSING AUTHORITY OF THE CITY OF SALEM
98	KEIZER POLICE DEPARTMENT
99	LEAGUE OF OREGON CITIES
100	MALIN COMMUNITY PARK AND RECREATION DISTRICT

101	METRO
102	MONMOUTH - INDEPENDENCE NETWORK
103	North Lincoln Fire & Rescue #1
104	PORTLAND DEVELOPMENT COMMISSION
105	RAINIER POLICE DEPARTMENT
106	RIVERGROVE WATER DISTRICT
107	St. Helens, City of
108	SUNSET EMPIRE PARK AND RECREATION
109	THE CITY OF NEWPORT
110	THE NEWPORT PARK AND RECREATION CENTER
111	TILLAMOOK PEOPLES UTILITY DISTRICT
112	Tillamook Urban Renewal Agency
113	TUALATIN VALLEY FIRE & RESCUE
114	WEST VALLEY HOUSING AUTHORITY
<b>Registered Counties and Parishes in OR</b>	
1	ASSOCIATION OF OREGON COUNTIES
2	BAY AREA HOSPITAL DISTRICT
3	BENTON COUNTY
4	Benton Soil & Water Conservation District
5	CENTRAL OREGON IRRIGATION DISTRICT
6	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
7	CLATSOP COUNTY
8	CLEAN WATER SERVICES
9	COLUMBIA COUNTY, OREGON
10	COLUMBIA RIVER PUD
11	COOS COUNTY HIGHWAY DEPARTMENT
12	CROOK COUNTY ROAD DEPARTMENT
13	CURRY COUNTY OREGON
14	DESCHUTES COUNTY
15	DESCHUTES COUNTY ITBD NO.2
16	DESCHUTES PUBLIC LIBRARY SYSTEM
17	DOUGLAS COUNTY
18	EAST MULTNOMAH SOIL AND WATER CONSERVANCY

19	GILLIAM COUNTY
20	GILLIAM COUNTY OREGON
21	GRANT COUNTY, OREGON
22	HARNEY COUNTY SHERIFFS OFFICE
23	HOOD RIVER COUNTY
24	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
25	HOUSING AUTHORITY OF CLACKAMAS COUNTY
26	JACKSON COUNTY HEALTH AND HUMAN SERVICES
27	JEFFERSON COUNTY
28	Josephine County Sheriff
29	KLAMATH COUNTY VETERANS SERVICE OFFICE
30	LAKE COUNTY
31	LANE COUNTY
32	LINCOLN COUNTY
33	LINN COUNTY
34	MARION COUNTY , SALEM, OREGON
35	MARION COUNTY FIRE DISTRCT #1
36	MORROW COUNTY
37	MULTNOMAH COUNTY
38	MULTNOMAH LAW LIBRARY
39	MULTONAH COUNTY DRAINAGE DISTRICT #1
40	NAMI LANE COUNTY
41	NEAH KAH NIE WATER DISTRICT
42	OR INT'L PORT OF COOS BAY
43	POLK COUNTY
44	PORT OF BANDON
45	PORT OF UMPQUA
46	SANDY FIRE DISTRICT NO. 72
47	SHERMAN COUNTY
48	UMATILLA COUNTY, OREGON
49	UNION COUNTY
50	WALLOWA COUNTY
51	WASCO COUNTY
52	WASHINGTON COUNTY

53	YAMHILL COUNTY
54	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
<b>Registered Higher Education in OR</b>	
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
<b>Registered K-12 in OR</b>	

1	Amity School District 4-J
2	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
3	ARLINGTON SCHOOL DISTRICT NO. 3
4	ASTORIA SCHOOL DISTRICT 1C
5	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
6	BAKER SCHOOL DISTRICT 5-J
7	BANDON SCHOOL DISTRICT
8	BANKS SCHOOL DISTRICT
9	BEAVERTON SCHOOL DISTRICT
10	BEND / LA PINE SCHOOL DISTRICT
11	BEND-LA PINE SCHOOL DISTRICT
12	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
13	CANBY SCHOOL DISTRICT
14	CANYONVILLE CHRISTIAN ACADEMY
15	CASCADE SCHOOL DISTRICT
16	CASCADES ACADEMY OF CENTRAL OREGON
17	CENTENNIAL SCHOOL DISTRICT
18	CENTRAL CATHOLIC HIGH SCHOOL
19	CENTRAL POINT SCHOOL DISTRICT NO. 6
20	CENTRAL SCHOOL DISTRICT 13J
21	CLACKAMAS EDUCATION SERVICE DISTRICT
22	COOS BAY SCHOOL DISTRICT
23	COOS BAY SCHOOL DISTRICT NO.9
24	COQUILLE SCHOOL DISTRICT 8
25	COUNTY OF YAMHILL SCHOOL DISTRICT 29
26	CRESWELL SCHOOL DISTRICT
27	CROSSROADS CHRISTIAN SCHOOL
28	CULVER SCHOOL DISTRICT NO.
29	DALLAS SCHOOL DISTRICT NO. 2
30	DAVID DOUGLAS SCHOOL DISTRICT
31	DAYTON SCHOOL DISTRICT NO.8
32	DE LA SALLE N CATHOLIC HS
33	DESCHUTES COUNTY SD NO.6 - SISTERS SD

34	DOUGLAS COUNTY SCHOOL DISTRICT 116
35	DOUGLAS EDUCATION SERVICE DISTRICT
36	DUFUR SCHOOL DISTRICT NO.29
37	ELKTON SCHOOL DISTRICT NO.34
38	ESTACADA SCHOOL DISTRICT NO.108
39	FOREST GROVE SCHOOL DISTRICT
40	GASTON SCHOOL DISTRICT 511J
41	GEN CONF OF SDA CHURCH WESTERN OR
42	GERVAIS SCHOOL DIST. #1
43	GLADSTONE SCHOOL DISTRICT
44	GLENDALE SCHOOL DISTRICT
45	GLIDE SCHOOL DISTRICT NO.12
46	GRANTS PASS SCHOOL DISTRICT 7
47	GREATER ALBANY PUBLIC SCHOOL DISTRICT
48	GRESHAM-BARLOW SCHOOL DISTRICT
49	HARNEY COUNTY SCHOOL DIST. NO.3
50	HARNEY EDUCATION SERVICE DISTRICT
51	HEAD START OF LANE COUNTY
52	HERITAGE CHRISTIAN SCHOOL
53	HIGH DESERT EDUCATION SERVICE DISTRICT
54	hillsboro school district
55	HOOD RIVER COUNTY SCHOOL DISTRICT
56	JACKSON CO SCHOOL DIST NO.9
57	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
58	JEFFERSON SCHOOL DISTRICT
59	KLAMATH FALLS CITY SCHOOLS
60	LA GRANDE SCHOOL DISTRICT
61	LAKE OSWEGO SCHOOL DISTRICT 7J
62	LANE COUNTY SCHOOL DISTRICT 4J
63	LANE COUNTY SCHOOL DISTRICT 69
64	LEBANON COMMUNITY SCHOOLS NO.9
65	LINCOLN COUNTY SCHOOL DISTRICT
66	LINN CO. SCHOOL DIST. 95C - SCIO SD
67	LIVINGSTONE ADVENTIST ACADEMY

68	LOST RIVER JR/SR HIGH SCHOOL
69	LOWELL SCHOOL DISTRICT NO.71
70	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
71	MCMINNVILLE SCHOOL DISTRICT NO.40
72	MEDFORD SCHOOL DISTRICT 549C
73	MITCH CHARTER SCHOOL
74	MOLALLA RIVER ACADEMY
75	MOLALLA RIVER SCHOOL DISTRICT NO.35
76	MONROE SCHOOL DISTRICT NO.1J
77	MORROW COUNTY SCHOOL DISTRICT
78	MT. ANGEL SCHOOL DISTRICT NO.91
79	MT.SCOTT LEARNING CENTERS
80	MULTISENSORY LEARNING ACADEMY
81	MULTNOMAH EDUCATION SERVICE DISTRICT
82	MYRTLE POINT SCHOOL DISTRICT NO.41
83	NEAH-KAH-NIE DISTRICT NO.56
84	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
85	NOBEL LEARNING COMMUNITIES
86	NORTH BEND SCHOOL DISTRICT 13
87	NORTH CLACKAMAS SCHOOL DISTRICT
88	NORTH SANTIAM SCHOOL DISTRICT 29J
89	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
90	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
91	NYSSA SCHOOL DISTRICT NO. 26
92	ONTARIO MIDDLE SCHOOL
93	OREGON TRAIL SCHOOL DISTRICT NO.46
94	OUR LADY OF THE LAKE SCHOOL
95	PHILOMATH SCHOOL DISTRICT
96	PHOENIX-TALENT SCHOOL DISTRICT NO.4
97	PORTLAND ADVENTIST ACADEMY
98	PORTLAND JEWISH ACADEMY
99	PORTLAND PUBLIC SCHOOLS
100	RAINIER SCHOOL DISTRICT
101	REDMOND PROFICIENCY ACADEMY

102	REDMOND SCHOOL DISTRICT
103	REEDSPORT SCHOOL DISTRICT
104	REYNOLDS SCHOOL DISTRICT
105	ROGUE RIVER SCHOOL DISTRICT NO.35
106	ROSEBURG PUBLIC SCHOOLS
107	SALEM-KEIZER PUBLIC SCHOOLS
108	Santiam Canyon SD 129J
109	SCAPPOOSE SCHOOL DISTRICT 1J
110	SEASIDE SCHOOL DISTRICT 10
111	SEVEN PEAKS SCHOOL
112	Sheridan School District 48J
113	SHERWOOD SCHOOL DISTRICT 88J
114	SILVER FALLS SCHOOL DISTRICT
115	SIUSLAW SCHOOL DISTRICT
116	SOUTH COAST EDUCATION SERVICE DISTRICT
117	SOUTH LANE SCHOOL DISTRICT 45J3
118	SOUTH UMPQUA SCHOOL DISTRICT #19
119	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
120	SOUTHWEST CHARTER SCHOOL
121	SPRINGFIELD SCHOOL DISTRICT NO.19
122	St. Mary Catholic School
123	St. Paul School District
124	STANFIELD SCHOOL DISTRICT
125	SWEET HOME SCHOOL DISTRICT NO.55
126	THE CATLIN GABEL SCHOOL
127	TIGARD-TUALATIN SCHOOL DISTRICT
128	UMATILLA-MORROW ESD
129	VERNONIA SCHOOL DISTRICT 47J
130	WEST HILLS COMMUNITY CHURCH
131	WEST LINN WILSONVILLE SCHOOL DISTRICT
132	WHITEAKER MONTESSORI SCHOOL
133	WILLAMETTE EDUCATION SERVICE DISTRICT
134	WILLAMINA SCHOOL DISTRICT
135	Yamhill Carlton School District

136	YONCALLA SCHOOL DISTRICT NO.32
<b>Registered NonProfit and Other in OR</b>	
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	All God's Children International
5	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
6	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
7	ALZHEIMERS NETWORK OF OREGON
8	ASHLAND COMMUNITY HOSPITAL
9	ATHENA LIBRARY FRIENDS ASSOCIATION
10	BARLOW YOUTH FOOTBALL
11	BAY AREA FIRST STEP, INC.
12	BENTON HOSPICE SERVICE
13	BETHEL CHURCH OF GOD
14	BIRCH COMMUNITY SERVICES, INC.
15	BLACHLY LANE ELECTRIC COOPERATIVE
16	BLIND ENTERPRISES OF OREGON
17	Bob Belloni Ranch, Inc.
18	BONNEVILLE ENVIRONMENTAL FOUNDATION
19	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
20	BROAD BASE PROGRAMS INC.
21	CANBY FOURSQUARE CHURCH
22	CANCER CARE RESOURCES
23	CASCADIA BEHAVIORAL HEALTHCARE
24	CASCADIA REGION GREEN BUILDING COUNCIL
25	CATHOLIC CHARITIES
26	CATHOLIC COMMUNITY SERVICES
27	CENTER FOR COMMUNITY CHANGE
28	CENTER FOR RESEARCH TO PRACTICE
29	CENTRAL BIBLE CHURCH
30	CENTRAL CITY CONCERN
31	CENTRAL DOUGLAS COUNTY FAMILY YMCA

32	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
33	CHILDPEACE MONTESSORI
34	CITY BIBLE CHURCH
35	CLACKAMAS RIVER WATER
36	CLASSROOM LAW PROJECT
37	Clatskanie People's Utility District
38	COAST REHABILITATION SERVICES
39	Coastal Family Health Center
40	COLLEGE HOUSING NORTHWEST
41	COLUMBIA COMMUNITY MENTAL HEALTH
42	COMMUNITY ACTION ORGANIZATION
43	COMMUNITY ACTION TEAM, INC.
44	COMMUNITY CANCER CENTER
45	COMMUNITY HEALTH CENTER, INC
46	COMMUNITY VETERINARY CENTER
47	CONFEDERATED TRIBES OF GRAND RONDE
48	CONSERVATION BIOLOGY INSTITUTE
49	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
50	CORVALLIS MOUNTAIN RESCUE UNIT
51	COVENANT CHRISTIAN HOOD RIVER
52	COVENANT RETIREMENT COMMUNITIES
53	DECISION SCIENCE RESEARCH INSTITUTE, INC.
54	DELIGHT VALLEY CHURCH OF CHRIST
55	DOGS FOR THE DEAF, INC.
56	DOUGLAS ELECTRIC COOPERATIVE, INC.
57	EAST HILL CHURCH
58	EAST SIDE FOURSQUARE CHURCH
59	EAST WEST MINISTRIES INTERNATIONAL
60	EDUCATIONAL POLICY IMPROVEMENT CENTER
61	ELMIRA CHURCH OF CHRIST
62	EMERALD PUD
63	EMMAUS CHRISTIAN SCHOOL
64	EN AVANT, INC.
65	ENTERPRISE FOR EMPLOYMENT AND EDUCATION

66	environmental law alliance worldwide
67	EUGENE BALLET COMPANY
68	EUGENE SYMPHONY ASSOCIATION, INC.
69	EUGENE WATER & ELECTRIC BOARD
70	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
71	FAIR SHARE RESEARCH AND EDUCATION FUND
72	FAITH CENTER
73	FAITHFUL SAVIOR MINISTRIES
74	FAMILIES FIRST OF GRANT COUNTY, INC.
75	FANCONI ANEMIA RESEARCH FUND INC.
76	FARMWORKER HOUSING DEV CORP
77	First Baptist Church of Enterprise
78	FIRST CHURCH OF THE NAZARENE
79	FIRST UNITARIAN CHURCH
80	FORD FAMILY FOUNDATION
81	FOUNDATIONS FOR A BETTER OREGON
82	FRIENDS OF THE CHILDREN
83	GATEWAY TO COLLEGE NATIONAL NETWORK
84	GOAL ONE COALITION
85	GOLD BEACH POLICE DEPARTMENT
86	GOOD SHEPHERD COMMUNITIES
87	Good Shepherd Medical Center
88	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
89	GRACE BAPTIST CHURCH
90	GRANT PARK CHURCH
91	GRANTS PASS MANAGEMENT SERVICES, DBA
92	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
93	HALFWAY HOUSE SERVICES, INC.
94	HEARING AND SPEECH INSTITUTE INC
95	HELP NOW! ADVOCACY CENTER
96	HIGHLAND HAVEN
97	HIGHLAND UNITED CHURCH OF CHRIST
98	HIV ALLIANCE, INC
99	HOUSING AUTHORITY OF LINCOLN COUNTY

100	HOUSING AUTHORITY OF PORTLAND
101	HOUSING NORTHWEST
102	Independent Development Enterprise Alliance
103	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
104	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
105	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
106	InventSuccess
107	IRCO
108	JASPER MOUNTAIN
109	JUNIOR ACHIEVEMENT
110	KLAMATH HOUSING AUTHORITY
111	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
112	LA GRANDE UNITED METHODIST CHURCH
113	Lane Council of Governments
114	LANE ELECTRIC COOPERATIVE
115	LANE MEMORIAL BLOOD BANK
116	LANECO FEDERAL CREDIT UNION
117	LAUREL HILL CENTER
118	LIFEWORKS NW
119	LIVING WAY FELLOWSHIP
120	LOAVES & FISHES CENTERS, INC.
121	LOCAL GOVERNMENT PERSONNEL INSTITUTE
122	LOOKING GLASS YOUTH AND FAMILY SERVICES
123	MACDONALD CENTER
124	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
125	MARION COUNTY HOUSING AUTHORITY
126	Mental Health for Children, Inc.
127	METRO HOME SAFETY REPAIR PROGRAM
128	METROPOLITAN FAMILY SERVICE
129	MID COLUMBIA COUNCIL OF GOVERNMENTS
130	MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL
131	MID-COLUMBIA CENTER FOR LIVING
132	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
133	MORNING STAR MISSIONARY BAPTIST CHURCH

134	MORRISON CHILD AND FAMILY SERVICES
135	MOSAIC CHURCH
136	NAMI of Washington County
137	NAMI OREGON
138	NATIONAL PSORIASIS FOUNDATION
139	NATIONAL WILD TURKEY FEDERATION
140	NEW AVENUES FOR YOUTH INC
141	NEW BEGINNINGS CHRISTIAN CENTER
142	NEW HOPE COMMUNITY CHURCH
143	NEWBERG FRIENDS CHURCH
144	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
145	North Pacific District of Foursquare Churches
146	NORTHWEST ENERGY EFFICIENCY ALLIANCE
147	NORTHWEST FOOD PROCESSORS ASSOCIATION
148	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
149	NORTHWEST REGIONAL EDUCATIONAL LABORATORY
150	NORTHWEST YOUTH CORPS
151	OCHIN
152	OHSU FOUNDATION
153	OLIVET BAPTIST CHURCH
154	OMNIMEDIX INSTITUTE
155	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
156	OREGON BALLET THEATRE
157	OREGON CITY CHURCH OF THE NAZARENE
158	OREGON COAST COMMUNITY ACTION
159	OREGON DEATH WITH DIGNITY
160	OREGON DONOR PROGRAM
161	OREGON EDUCATION ASSOCIATION
162	OREGON ENVIRONMENTAL COUNCIL
163	OREGON LIONS SIGHT & HEARING FOUNDATION
164	OREGON MUSUEM OF SCIENCE AND INDUSTRY
165	OREGON PROGRESS FORUM
166	Oregon Psychoanalytic Center
167	OREGON REPERTORY SINGERS

168	Oregon Research Institute
069	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
170	OREGON SUPPORTED LIVING PROGRAM
171	OSLC COMMUNITY PROGRAMS
172	OUTSIDE IN
173	OUTSIDE IN
174	PACIFIC CASCADE FEDERAL CREDIT UNION
175	PACIFIC FISHERY MANAGEMENT COUNCIL
176	PACIFIC INSTITUTES FOR RESEARCH
177	PACIFIC STATES MARINE FISHERIES COMMISSION
178	PARALYZED VETERANS OF AMERICA
179	PARTNERSHIPS IN COMMUNITY LIVING, INC.
180	PENDLETON ACADEMIES
181	PENTAGON FEDERAL CREDIT UNION
182	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
183	PORT CITY DEVELOPMENT CENTER
184	PORTLAND ART MUSEUM
185	PORTLAND BUSINESS ALLIANCE
186	PORTLAND HABILITATION CENTER, INC.
187	Portland Oregon Visitors Association
188	PORTLAND SCHOOLS FOUNDATION
189	PORTLAND WOMENS CRISIS LINE
190	PREGNANCY RESOUC E CENTERS OF GRETER PORTLAND
191	PRINGLE CREEK SUSTAINABLE LIVING CENTER
192	PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL
193	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
194	QUADRIPEGICS UNITED AGAINST DEPENDENCY, INC.
195	REBUILDING TOGETHER - PORTLAND INC.
196	REGIONAL ARTS AND CULTURE COUNCIL
197	RELEVANT LIFE CHURCH
198	RENEWABLE NORTHWEST PROJECT
199	ROGUE FEDERAL CREDIT UNION
200	ROSE VILLA, INC.
201	SACRED HEART CATHOLIC DAUGHTERS

202	Safe Harbors
203	SAIF CORPORATION
204	SAINT ANDREW NATIVITY SCHOOL
205	SAINT CATHERINE OF SIENA CHURCH
206	SAINT JAMES CATHOLIC CHURCH
207	Salem Academy
208	SALEM ALLIANCE CHURCH
209	SALEM ELECTRIC
210	SALMON-SAFE INC.
211	SCIENCEWORKS
212	SE WORKS
213	SECURITY FIRST CHILD DEVELOPMENT CENTER
214	SELF ENHANCEMENT INC.
215	SERENITY LANE
216	SEXUAL ASSAULT RESOURCE CENTER
217	SHELTERCARE
218	SHERIDAN JAPANESE SCHOOL FOUNDATION
219	SHERMAN DEVELOPMENT LEAGUE, INC.
220	SILVERTON AREA COMMUNITY AID
221	SISKIYOU INITIATIVE
222	SMART
223	SOCIAL VENTURE PARTNERS PORTLAND
224	SONRISE CHURCH
225	SOUTH COAST HOSPICE, INC.
226	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
227	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
228	SOUTHERN OREGON HUMANE SOCIETY
229	SPARC ENTERPRISES
230	SPIRIT WIRELESS
231	SPONSORS, INC.
232	SPOTLIGHT THEATRE OF PLEASANT HILL
233	SPRINGFIELD UTILITY BOARD
234	ST VINCENT DE PAUL
235	ST. ANTHONY CHURCH

236	ST. ANTHONY SCHOOL
237	ST. MARYS OF MEDFORD, INC.
238	St. Matthew Catholic School
239	St. Pius X School
240	ST. VINCENT DEPAUL OF LANE COUNTY
241	STAND FOR CHILDREN
242	STAR OF HOPE ACTIVITY CENTER INC.
243	Store to Door
244	Street Ministry
245	SUMMIT VIEW COVENANT CHURCH
246	SUNNYSIDE FOURSQUARE CHURCH
247	SUNRISE ENTERPRISES
248	SUSTAINABLE NORTHWEST
249	TENAS ILLAHEE CHILDCARE CENTER
250	The Dreaming Zebra Foundation
251	THE EARLY EDUCATION PROGRAM, INC.
252	The International School
253	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
254	THE NEXT DOOR
255	THE OREGON COMMUNITY FOUNDATION
256	THE SALVATION ARMY - CASCADE DIVISION
257	TILLAMOOK CNTY WOMENS CRISIS CENTER
258	TILLAMOOK ESTUARIES PARTNERSHIP
259	TOUCHSTONE PARENT ORGANIZATION
260	TRAILS CLUB
261	TRAINING EMPLOYMENT CONSORTIUM
262	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
263	TRILLIUM FAMILY SERVICES, INC.
264	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
265	UNION GOSPEL MISSION
266	UNITED CEREBRAL PALSY OF OR AND SW WA
267	UNITED WAY OF THE COLUMBIA WILLAMETTE
268	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
269	US FISH AND WILDLIFE SERVICE

270	USAGENCIES CREDIT UNION
271	VERMONT HILLS FAMILY LIFE CENTER
272	Viking Sal Senior Center
273	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
274	VOLUNTEERS OF AMERICA OREGON
275	WE CARE OREGON
276	WESTERN RIVERS CONSERVANCY
277	WESTERN STATES CENTER
278	WESTSIDE BAPTIST CHURCH
279	WHITE BIRD CLINIC
280	WILD SALMON CENTER
281	WILLAMETTE FAMILY
282	WILLAMETTE LUTHERAN HOMES, INC
283	WILLAMETTE VIEW INC.
284	Women's Safety & Resource Center
285	WOODBURN AREA CHAMBER OF COMMERCE
286	WORD OF LIFE COMMUNITY CHURCH
287	WORKSYSTEMS INC
288	YOUTH GUIDANCE ASSOC.
289	YWCA SALEM
<b>Registered Special/Independent in OR</b>	
1	Banks Fire District #13
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CHEHALEM PARK AND RECREATION DISTRICT
4	COLUMBIA 911 COMMUNICATIONS DISTRICT
5	GLENDALE RURAL FIRE DISTRICT
6	HOODLAND FIRE DISTRICT NO.74
7	KLAMATH COUNTY 9-1-1
8	LANE EDUCATION SERVICE DISTRICT
9	LANE TRANSIT DISTRICT
10	METROPOLITAN EXPOSITION-RECREATION COMMISSION
11	NW POWER POOL
12	OAK LODGE WATER DISTRICT

13	PORT OF SIUSLAW
14	PORT OF ST HELENS
15	REGIONAL AUTOMATED INFORMATION NETWORK
16	SALEM AREA MASS TRANSIT DISTRICT
17	THE PORT OF PORTLAND
18	TUALATIN HILLS PARK AND RECREATION DISTRICT
19	TUALATIN VALLEY WATER DISTRICT
20	UNION SOIL & WATER CONSERVATION DISTRICT
21	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
22	WILLAMALANE PARK AND RECREATION DISTRICT
<b>Registered State Agencies in OR</b>	
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE DEPT OF CORRECTIONS
14	OREGON STATE POLICE
15	OREGON TOURISM COMMISSION
16	OREGON TRAVEL INFORMATION COUNCIL
17	SANTIAM CANYON COMMUNICATION CENTER
18	SEIU LOCAL 503, OPEU
<b>Registered Counties and Parishes in HI</b>	
	CITY AND COUNTY OF HONOLULU
1	BOARD OF WATER SUPPLY

2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL
<b>Registered Higher Education in HI</b>	
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	HAWAII PACIFIC UNIVERSITY
5	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
6	UNIVERSITY OF HAWAII AT MANOA
<b>Registered K-12 in HI</b>	
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY
<b>Registered NonProfit and Other in HI</b>	
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	ASSOCIATION OF OWNERS OF KUKUI PLAZA
5	BISHOP MUSEUM
6	BUILDING INDUSTRY ASSOCIATION OF HAWAII
7	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
8	EAH, INC.
9	EASTER SEALS HAWAII
10	GOODWILL INDUSTRIES OF HAWAII, INC.
11	HABITAT FOR HUMANITY MAUI
12	HALE MAHAOLU

13	HAROLD K.L. CASTLE FOUNDATION
14	HAWAII AGRICULTURE RESEARCH CENTER
15	Hawaii Carpenters Market Recovery Program Fund
16	HAWAII EMPLOYERS COUNCIL
17	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
18	HAWAII STATE FCU
19	HONOLULU HABITAT FOR HUMANITY
20	IUPAT, DISTRICT COUNCIL 50
21	LANAKILA REHABILITATION CENTER INC.
22	LEEWARD HABITAT FOR HUMANITY
23	MAUI COUNTY FCU
24	MAUI ECONOMIC DEVELOPMENT BOARD
25	MAUI ECONOMIC OPPORTUNITY, INC.
26	MAUI FAMILY YMCA
27	NA HALE O MAUI
28	NA LEI ALOHA FOUNDATION
29	NETWORK ENTERPRISES, INC.
30	ORI ANUENUE HALE, INC.
31	PARTNERS IN DEVELOPMENT FOUNDATION
32	POLYNESIAN CULTURAL CENTER
33	PUNAHOU SCHOOL
34	Saint Louis School
35	ST. THERESA CHURCH
36	UNIVERSITY OF HAWAII FEDERAL CREDIT UNION
37	W. M. KECK OBSERVATORY
38	WAIANAE COMMUNITY OUTREACH
39	WAILUKU FEDERAL CREDIT UNION
40	YMCA OF HONOLULU

**Registered State Agencies in HI**

1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH

5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION
<b>Registered Cities, Towns, Villages and Boroughs in LA</b>	
1	ASCENSION PARISH LIBRARY
2	BALL POLICE DEPARTMENT
3	BREAUX BRIDGE HOUSING AUTHORITY
4	BUNKIE FIRE DEPT
5	CADDO PARISH CLERK OF COURT
6	CITY OF ALEXANDRIA
7	CITY OF BAKER POLICE DEPARTMENT
8	CITY OF BOSSIER
9	CITY OF COVINGTON
10	city of gretna
11	CITY OF HAMMOND
12	CITY OF KENNER
13	CITY OF LAKE CHARLES FIRE DEPT
14	CITY OF LEESVILLE
15	CITY OF MINDEN
16	CITY OF MONROE
17	CITY OF NEW ROADS
18	CITY OF PLAQUEMINE
19	CITY OF PORT ALLEN
20	CITY OF RUSTON
21	CITY OF SHREVEPORT
22	CITY OF SLIDELL
23	CITY OF VILLE PLATTE
24	CITY OF WEST MONROE
25	CITY OF WESTLAKE
26	CITY OF WINNFIELD
27	CITY OF WINNSBORO
28	DENHAM SPRINGS CITY MARSHAL

29	FIRE PROTECTION DIST. NO. 5
30	GREATER NEW ORLEANS EXPRESSWAY COMMISSION
31	GREATER NEW ORLEANS FOUNDATION
32	LOUISIANA PUBLIC EMPLOYEES COUNCIL 17 AFSCME AFL- CIO BUILDING CORP
33	MONROE CITY
34	Pelican State Credit Union
35	PONCHATOULA POLICE DEPT.
36	RAYNE HOUSING AUTHORITY
37	Sewerage and Water Board of New Orleans
38	ST. BERNARD PARISH GOVERNMENT
39	TOWN OF ARCADIA
40	TOWN OF BENTON
41	TOWN OF CHURCH POINT
42	TOWN OF FARMERVILLE
43	TOWN OF GRAND ISLE
44	TOWN OF HAYNESVILLE
45	TOWN OF HOMER
46	TOWN OF JONESBORO
47	TOWN OF JONESVILLE
48	TOWN OF LEONVILLE
49	TOWN OF OLLA
50	TOWN OF PEARL RIVER
51	TOWN OF RAYVILLE
52	TOWN OF ROSEPINE
53	TOWN OF STERLINGTON
54	TOWN OF WATERPROOF
55	TOWN OF WHITE CASTLE
56	VILLAGE OF FENTON
57	VILLAGE OF FOREST HILL
58	VILLAGE OF PALMETTO
<b>Registered Counties and Parishes in LA</b>	
1	15TH JUDICIAL DISTRICT COURT
2	Acadia Parish Clerk of Court

3	ASSUMPTION PARISH LIBRARY
4	BIENVILLE PARISH POLICE JURY
5	BOSSIER LEVEE DISTRICT
6	BOSSIER PARISH ASSESSOR
7	BOSSIER PARISH CLERK OF CT
8	BOSSIER SHERIFFS DEPARTMENT
9	CADDO PARISH COMMISSION
10	CADDO PARISH TAX ASSESSOR
11	CALDWELL PARISH CLERK OF COURT
12	CALDWELL PARISH HOUSING AUTHORITY
13	CATAHOULA PARISH POLICE JURY
14	CITY OF OPELOUSAS
15	CLAIBORNE PARISH POLICE JURY
16	CONCORDIA PARISH POLICE JURY
17	DESOTO PARISH EMS
18	DESOTO PARISH POLICE JURY
19	DESOTO PARISH TAX ASSESSOR
20	EAST BATON ROUGE PARISH CLERK OF COURT
21	EAST CENTRAL BOSSIER PARISH FIRE DISTRICT #1
22	EAST FELICIANA PARISH SHERIFF OFFICE
23	EVANGELINE PARISH SHERIFF DEPT.
24	FIRE PROTECTION DISTRICT NO 1 OF TENSAS PARISH
25	FRANKLIN ECONOMIC DEVELOPMENT FOUNDATION
26	GRANT PARISH POLICE JURY
27	GRANT PARISH POLICE JURY GAS DEPT.
28	GRANT PARISH SHERIFF
29	IBERIA PARISH GOVERNMENT
30	IBERVILLE PARISH COUNCIL
31	JACKSON PARISH POLICE JURY
32	JEFFERSON PARISH DISTRICT ATTORNEY
33	JEFFERSON PARISH GOVERNMENT
34	LA SALLE PARISH POLICE JURY
35	LINCOLN PARISH LIBRARY
36	MOREHOUSE PARISH POLICE JURY

37	ORLEANS PARISH CRIMINAL SHERIFFS OFFICE
38	OUACHITA MULTI-PURPOSE COMMUNITY ACTION PROGRAM, INC
39	OUACHITA PARISH POLICE JURY
40	OUACHITA PARISH POLICE JURY
41	PLAQUEMINES PARISH GOVERNMENT
42	POINTE COUPEE PARISH POLICE JURY
43	RAPIDES PARISH LIBRARY
44	RAPIDES PARISH POLICE JURY
45	RICHLAND PARISH LIBRARY
46	RICHLAND PARISH SHERIFF DEPARTMENT
47	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
48	ST JOHNS THE BAPTIST PARISH
49	ST LANDRY PARISH SHERIFF DEPT
50	ST TAMMANY FIRE DISTRICT 4
51	ST. BERNARD PARISH ADULT DRUG COURT
52	ST. CHARLES PARISH
53	ST. MARY PARISH GOVERNMENT
54	St. Mary Parish Recreation District #3
55	St. Tammany Parish Assessor
56	SULPHUR PARKS AND RECREATION
57	TANGIPAHOA MOSQUITO ABATEMENT DISTRICT
58	TENSAS PARISH POLICE JURY
59	THIRD JUDICIAL DISTRICT COURT
60	UNION PARISH HOMELAND SECURITY
61	WEBSTER PARISH POLICE JURY
62	WEST CARROLL PARISH SHERIFFS DEPT.
63	WEST FELICIANA COMMUNICATIONS DISTRICT
64	WINN PARISH DISTRICT ATTORNEY
65	WINN PARISH POLICE JURY
<b>Registered Higher Education in LA</b>	
1	Acadiana Technical College
2	CAMERON COLLEGE
3	CENTENARY COLLEGE OF LOUISIANA

4	COMPASS CAREER COLLEGE
5	DELGADO COMMUNITY COLLEGE
6	DILLARD UNIVERSITY
7	GRETNA CAREER COLLEGE
8	Kappa Kappa Gamma
9	LOUISIANA STATE UNIVERSITY
10	LOUISIANA TECHNICAL COLLEGE
11	LOYOLA UNIVERSITY OF NEW ORLEANS
12	LSUHSC - SHREVEPORT
13	NEW ORLEANS BAPTIST THEOLOGICAL SEMINARY
14	NOTRE DAME SEMINARY
15	OUR LADY OF HOLY CROSS COLLEGE
16	SOUTH LA COMMUNITY COLLEGE
17	SOUTHEASTERN LOUISIANA UNIVERSITY
18	SOUTHERN UNIVERSITY
19	THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND
20	THE ART STATION
<b>Registered K-12 in LA</b>	
1	ACADEMY OF THE SACRED HEART
2	ACADIA PARISH SCHOOL BOARD
3	Advocacy for the Arts & Technology
4	Alexandria Country Day School
5	ARCHBISHOP RUMMEL HIGH SCHOOL
6	Archbishop Shaw High School
7	AVOYELLES PARISH SCHOOL BOARD
8	BEAUREGARD PARISH SCHOOL BOARD
9	BOSSIER PARISH SCHOOL BOARD
10	Bossier Parish School Board (BPSB)
11	CADDO PARISH MAGNET HIGH SCHOOL
12	CADDO PARISH SCHOOLS
13	CALCASIEU PARISH SCHOOL SYSTEM
14	CATAHOULA PARISH SCHOOL BOARD
15	CATHOLIC HIGH SCHOOL

16	CATHOLIC OF POINTE COUPEE SCHOOL
17	Cedar Creek School
18	CENTRAL PRIVATE SCHOOL
19	CENTRAL SCHOOL CORP.
20	CHILDREN'S CHARTER MIDDLE SCHOOL
21	CLAIBORNE PARISH SCHOOL BOARD
22	DARBONNE WOODS CHARTER SCHOOL, INC.
23	DELHI CHARTER SCHOOL
24	DeSoto Parish School Board
25	DIOCESE OF LAFAYETTE
26	E.D. WHITE CATHOLIC HIGH
27	EAST CARROLL PARISH SCHOOL BOARD
28	EPISCOPAL HIGH SCHOOL OF BATON ROUGE
29	EXCELSIOR CHRISTIAN SCHOOL
30	GRACE LUTHERAN CHURCH AND EARLY CHILDHOOD CENTER
31	HOLY TRINITY LUTHERAN CHURCH AND SCHOOL
32	HOSANNA FIRST ASSEMBLY OF GOD
33	IBERVILLE PARISH SCHOOL BOARD
34	JACKSON PARISH SCHOOL BOARD
35	JEFFERSON DAVIS PARISH SCHOOL BOARD
36	JEFFERSON PARISH SCHOOL BOARD
37	JESUS THE GOOD SHEPHERD SCHOOL
38	LAFAYETTE PARISH SCHOOL SYSTEM
39	LINCOLN PARISH SCHOOL BOARD
40	LITTLE ANGELS SCHOOL AND DAY CARE
41	LIVINGSTON PARISH PUBLIC SCHOOLS
42	LORANGER HIGH SCHOOL FOOTBALL
43	MADISON PARISH SCHOOL BOARD
44	MENTORSHIP ACADEMY
45	MONROE CITY SCHOOLS
46	MOREHOUSE PARISH SCHOOL BOARD
47	NEWELLTON ELEMENTARY SCHOOL
48	NORTHEAST BAPTIST SCHOOL
49	OAK FOREST ACADEMY

50	OPELOUSAS CATHOLIC SCHOOL
51	OUACHITA PARISH SCHOOL BOARD
52	Parkview Baptist
53	RAPIDES PARISH SCHOOL BOARD
54	Recovery School District
55	RICHLAND PARISH SCHOOL BOARD
56	RIVERSIDE ACADEMY
57	ST JOSEPH THE WORKER
58	ST LANDRY PARISH SCHOOL BOARD
59	ST MARY'S DOMINICAN HS
60	ST. AMANT HIGH SCHOOL
61	ST. AUGUSTINE HIGH SCHOOL
62	ST. BERNARD PARISH PUBLIC SCHOOL DISTRICT
63	ST. CLETUS SCHOOL
64	ST. DOMINIC SCHOOL
65	St. Edward School
66	ST. JOAN OF ARC SCHOOL
67	ST. JOHN ELEMENTARY/MIDDLE SCHOOL
68	ST. MARIA GORETTI CHURCH
69	ST. PIUS X SCHOOL
70	St.Mary Parish School Board
71	STATE DEPARTMENT OF EDUCATION
72	TANGIPAHOA PARISH SCHOOL SYSTEM
73	THE DUNHAM SCHOOL
74	UNION PARISH SCHOOL BOARD
75	VERMILION PARISH SCHOOL BOARD
76	VERNON PARISH SCHOOL BOARD
77	VIDALIA JUNIOR HIGH SCHOOL
78	VISITATION OF OUR LADY CATHOLIC SCHOOL
79	WEST BATON ROUGE PARISH SCHOOL BOARD
80	WEST CARROLL PARISH SCHOOL BOARD
81	WESTMINSTER CHRISTIAN ACADEMY
82	WINN PARISH SCHOOL BOARD

**Registered NonProfit and Other in LA**

1	A AND B NOTARY
2	ACI ST JOHN LLC
3	ADVOCACY CENTER FOR THE ELDERLY AND DISABLED, INC.
4	AGAPE LOVE
5	ALLEGIANCE HEALTH MANAGEMENT
6	AMERICAN CHILD DAY CARE CENTER
7	ANTIOCH BAPTIST CHURCH
8	APOSTOLIC DELIVERANCE U.P.C. INC.
9	ARCHDIOCESE OF NEW ORLEANS
10	ASSOCIATED PROFESSIONAL EDUCATORS OF LOUISIANA
11	AVOYELLES PROGRESS ACTION COMMITTEE, INC
12	BARKSDALE FEDERAL CREDIT UNION
13	BARKSDALE UNITED METHODIST CHURCH
14	Baton Rouge Children's Advocacy Center
15	Beginners Mind Inc
16	BENTON UNITED METHODIST CHURCH
17	BONITA ROAD BAPTIST CHURCH
18	BOOST FOUNDATION, INC.
19	BOSSIER CHAMBER OF COMMERCE
20	BOSSIER PARISH MAXIMUM SECURITY JAIL
21	BOY SCOUTS OF AMERICA
22	BROADMOOR CHRISTIAN CHURCH
23	BROADMOOR PRESBYTERIAN CHURCH
24	BROADMOOR UNITED METHODIST PRESCHOOL
25	CAJUNDOME
26	CALLAWAY ENTERPRISES
27	CALVARY BAPTIST CHURCH
28	CAPITAL CITY PRESS
29	CENLA AREA AGENCY ON AGING, INC.
30	CENLA COMMUNITY ACTION COMMITTEE, INC.
31	CENTRAL ASSEMBLY OG GOD
32	CENTRAL CITY EOC
33	CHILDREN'S HOSPITAL

34	CHITIMACHA TRIBE OF LOUISIANA
35	CHRISTVIEW CHRISTIAN CHURCH
36	CITY OF FAITH PRISON MINISTRIES, INC.
37	COMITE BAPTIST CHURCH
38	COMMITTEE FOR PLAQUEMINES RECOVERY
39	COMMUNITY SUPPORT PROGRAMS, INC.
40	COOK BAPTIST CHURCH
41	Cornerstone Church of Zachary Inc
42	CROSSPOINT BAPTIST CHURCH
43	CROSSROADS CHURCH
44	DEMCO
45	DESOTO PARISH LIBRARY
46	DISABLED VETERNS OF LA CHAPTER 4
47	EASTER SEALS LOUISIANA
48	ELDERCARE SUPPORT SERVICES
49	ELIZABETH BAPTIST CHURCH
50	EMMANUEL BAPTIST CHURCH
51	EMMANUEL BAPTIST CHURCH
52	EMMANUEL BAPTIST CHURCH
53	EMMANUEL MISSIONARY BAPTIST CHURCH
54	EVANGELINE BAPTIST CHURCH
55	FAITH TABERNACLE CHURCH
56	FAMILY MEDICAL CLINIC OF MER ROUGE
57	FAMILY RESOURCES OF NEW ORLEANS
58	FAMILY WORSHIP CENTER CHURCH INC
59	FIRST APOSTOLIC CHURCH
60	FIRST BAPTIST CHURCH
61	FIRST BAPTIST CHURCH
62	FIRST BAPTIST CHURCH
63	FIRST BAPTIST CHURCH COVINGTON
64	FIRST BAPTIST CHURCH RUSTON
65	FIRST CHURCH OF GOD IN OAK GROVE, INC.
66	FIRST UNITED METHODIST CHURCH
67	FRANKLIN MEDICAL CENTER

68	FROM BONDAGE TO FREEDOM
69	G B COOLEY SERVICES
70	GIRL SCOUTS OF LA - PINES TO GULF
71	Girls Scouts Louisiana East
72	Go Care
73	GOOD SAMARITANS OF FRANKLIN
74	GRACE COMMUNITY CHURCH
75	GRACE EPISCOPAL CHURCH
76	GRACE LIFE FELLOWSHIP
77	GREATER ELIZABETH BAPTIST CHURCH
78	GREATER HOPE BAPTIST CHURCH
79	greater mount calvary baptist church
80	GREATER OUACHITA WATER COMPANY
81	GULF COAST HOUSING PARTNERSHIP
82	HANDS ON NETWORK
83	HARVEST CHURCH
84	HAVEN NURSING CENTER, INC.
85	HAVEN REHABILITATION CENTER, INC.
86	HEALING PLACE CHURCH
87	HEBRON BAPTIST CHURCH
88	HOPEWELL BAPTIST CHURCH
89	HOSANNA LUTHERAN CHURCH
90	HOSPITAL SERVICE DISTRICT NO.1, D/B/A TRI-WARD
91	HOUSING AUTHORITY OF BOSSIER CITY
92	HOUSING AUTHORITY OF JEFFERSON PARISH
93	IBERIA MEDICAL CENTER
94	IBTS
95	IFA CHURCH
96	Ingleside United Methodist Church
97	ISTROUMA AREA COUNCIL OF BOY SCOUTS
98	JACKSON PARISH HOSPITAL
99	Jefferson Chamber of Commerce
100	jerico road episcopal housing initiative
101	JEWISH FEDERATION OF GREATER BATON ROUGE

102	K AND S CHILDHOOD DEVELOPMENT CENTER
103	KING OF KINGS EVANGELICAL LUTHERAN CHURCH
104	KIWANIS INTERNATIOINAL
105	LA ASSEMBLY OF THE CHURCH OF GOD
106	LA ASSOCIATION COMMUNITY ACTION PARTNERSHIPS
107	LA ONE CALL
108	LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
109	LAFAYETTE TEEN COURT, INC
110	LAKE BETHLEHEM BAPTIST CHURCH
111	LAKESIDE BAPTIST CHURCH
112	LAKESIDE DAY CARE
113	LANE CHAPEL CME
114	LEWIS CME
115	LINCOLN GENERAL HOSPITAL
116	LITTLE THEATRE OF MONROE, INC.
117	LITTLE UNION BAPTIST CHURCH
118	LIVINGSTON PARISH CHAMBER OF COMMERCE
119	LIVINGSTON PARISH PRESIDENT-COUNCIL
120	LMHA - LOUISIANA MANUFACTURED HOUSING ASSOCIATION
121	LOD AND CAROL COOK CONFERENCE CENTER AND HOTEL
122	LOUIS INFANT CRISIS CENTER
123	LOUISIANA ASSOCIATION OF HEALTH PLANS
124	LOUISIANA DISTRICT ATTORNEYS ASSOCIATION
125	LOUISIANA FAMILY FORUM
126	LOUISIANA HEALTH CARE QUALITY FORUM
127	Louisiana Hemopheilia Foundation Inc
128	LOUISIANA REALTORS ASSOCIATION
129	LOUISIANA SPCA
130	Louisiana Workforce LLC
131	LOUISISANA HIGH SCHOOL ATHLETIC ASSOCIATION
132	MACEDONIA MISSIONS, INC.
133	MACON ECONOMIC OPPORTUNITY
134	MARION BAPTIST CHURCH
135	MARY BIRD CANCER CENTER

136	MCIO HEAD START
137	METRO/REGIONAL BUSINESS INCUBATOR
138	MEYERS MEMORIAL CHAPEL
139	MIRACLE PLACE CHURCH
140	MOREHOUSE GENERAL HOSPITAL
141	MORGAN CITY HOUSING AUTHORITY
142	MORING STAR BAPTIST CHURCH
143	MOUNT CANAAN MISSIONARY BAPTIST CHURCH
144	MOUNT HERMON BAPTIST CHURCH
145	MT. PLEASANT COMMUNITY DEVELOPMENT CORP. INC.
146	MT. SINAI MBC
147	MT. VERNON BAPTIST CHURCH
148	MT. ZION CME CHURCH
149	MW PRINCE HALL MASONIC HALL TEMPLE
150	NALC BRANCH 136
151	NATIONAL SAFETY COUNCIL
152	Nativity of Our Lady Church
153	NEW BEGINNINGS CDC
154	NEW CHAPEL HILL BAPTIST CHURCH
155	NEW DAUGHTERS OF ZION MISSIONARY BAPTIST CHURCH IN
156	NEW GENERATIONS CHURCH OF MONROE, INC
157	NEW GREENWOOD BAPTIST CHURCH
158	new home ministries
159	NEW HORIZONS
160	NEW TABERNACLE BAPTIST CHURCH
161	NEW TESTAMENT UNITED PENTECOSTAL CHURCH
162	NORTH CADDO MEDICAL CENTER
163	NORTHWEST LOUISIANA LIONS EYE BANK
164	NSU CHILD AND FAMILY NETWORK
165	ODYSSEY HOUSE LOUISIANA, INC.
166	OLIVE BRANCH BAPTIST CHURCH
167	OPEN DOOR BAPTIST CHURCH
168	Ouachita Baptist Church
069	Our Lady of Perpetual Help Catholic Church

170	OUR LADY OF PROMPT SUCCOR CHURCH
171	Our Lady of Victory
172	PARKVIEW BAPTIST CHURCH
173	PCPFHF
174	PCSS
175	PEACEFUL REST BAPTIST CHURCH
176	PENIEL BAPTIST CHURCH
177	PHILADELPHIA BAPTIST CHURCH
178	PINE BELT MULTI-PURPOSE COMMUNITY ACTION AGENCY
179	PLEASANT VALLEY UNC
180	PLEASEAN HILL BAPTIST CHURCH
181	POLICE JURY ASSOCIATION OF LOUISIANA
182	PONCHATOULA AREA RECREATION DISTRICT NO.1
183	PRESBYTERIAN CHURCH OF RUSTON
184	PRIDE COMMUNITY ASSOCIATION
185	PROVIDENCE HOUSE
186	RAPIDES PRIMARY HEALTH CARE CENTER
187	REPUBLICAN PARTY OF LA
188	RIDGE AVENUE BAPTIST CHURCH
189	ROMAN CATHOLIC CHURCH OF THE DIOCESE OF BATON ROUGE
190	SEEKER SPRINGS MINISTRY CENTER
191	SHOWERS OF BLESSING MINISTRIES
192	SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND
193	SHREVEPORT REGIONAL ARTS COUNCIL
194	SIMMESPORT HOUSING AUTHORITY
195	SOLOMON TEMPLE BAPTIST CHURCH
196	Southern Financial Exchange
197	Southern United Neighborhoods
198	SOUTHSIDE ECONOMIC DEVELOPMENT
199	SOUTHWEST ACADIA HOUSING AUTHORITY
200	ST PATRICK CHURCH
201	ST THOMAS AQUINAS CATHOLIC CHURCH
202	ST. ALOYSIUS CATHOLIC SCHOOL
203	ST. ANDREW PRESBYTERIAN CHURCH

204	ST. BERNARD PROJECT
205	ST. FRANCES XAVIER CABRINI CATHOLIC CHURCH
206	ST. FRANCIS DINER
207	ST. GEORGE CHURCH
208	ST. JEAN VIANNEY CHURCH
209	ST. JOHN THE BAPTIST CATHOLIC CHURCH
210	ST. JOHN THE BAPTIST CATHOLIC CHURCH
211	ST. LANDRY PARISH HOUSING AUTHORITY
212	ST. MARY CAA, INC.
213	ST. MARY PARISH TOURIST COMMISSION
214	ST. MARYS BAPTIST CHURCH
215	ST. MICHAEL SPECIAL SCHOOL
216	ST. PAUL BAPTIST CHURCH
217	ST. PAULS UNITED METHODIST CHURCH
218	St. Peter Catholic Church
219	ST. REST BAPTIST CHURCH
220	ST.ANSELM CATHOLIC CHURCH
221	ST.MARY PARISH LIBRARY
222	STARLIGHT BAPTIST CHURCH
223	STEEPLE CHASE BAPTIST CHURCH
224	STERLINGTON HOLINESS TABERNACLE
225	SUMMER GROVE BAPTIST ACADEMY
226	SUMMER GROVE BAPTIST CHURCH
227	SWEETWATER BAPTIST CHURCH
228	The Arc Of Iberia
229	THE CELL COMMUNITY SCHOOL & RESOURCE CENTER
230	THE CHURCH OF THE LIVING GOD
231	THE FULLER CENTER FOR HOUSING OF NWLA
232	THE HARVEST
233	THE HOUSE OF FAITH HOPE AND CHARITY
234	THE SALVATION ARMY
235	THE SHREVEPORT-BOSSIER KOREAN PRESBYTERIAN CHURCH
236	THE SPIRIT OF FREEDOM MINISTRIES
237	THE WAY OF HOLINESS APOSTOLIC CHURCH

238	TOTAL COMMUNITY ACTION, INC.
239	TRAILBLAZER RESOURCE AND CONSERVATION AREA, INC.
240	TRINITY BAPTIST CHURCH
241	Trinity Episcopal Church
242	TRINITY LUTHERAN CHURCH
243	TRINITY WORSHIP CENTER
244	Tulane Hillel
245	Union Community Action, Association
246	UNION COUNCIL ON AGING
247	UNION SPRINGS MBC
248	UNITECH TRAINING ACADEMY
249	UNITED AUTO WORKERS UNION
250	UNITED CEREBAL PALSY OF GREATER NEW ORLEANS, INC
251	UNITED METHODIST HOPE MINISTRIES
252	UNITED WAY OF NORTHEAST LOUISIANA, INC.
253	UNITED WAY OF NW LOUISIANA
254	UNITY FOR THE HOMELESS, INC.
255	UNIVERSITY CHURCH OF CHRIST
256	UPWARD BOUND MINISTRIES, INC.
257	URBAN IMPACT MINISTRIES
258	VERMILION PARISH WATERWORKS DISTRICT NO.1
259	VERNON COMMUNITY ACTION COUNCIL, INC.
260	VOLUNTEERS OF AMERICA OF GREATER NEW ORLEANS
261	WEST BATON ROUGE CHAMBER OF COMMERCE
262	WEST BATON ROUGE PARISH POLICE JURY
263	WEST BATON ROUGE S/O WORK RELEASE
264	WEST JEFFERSON MEDICAL CENTER
265	WILLIAMS MEMORIAL CME
266	WILLIS-KNIGHTON FEDERAL CREDIT UNION
267	WORD OF LIFE MINISTRIES
268	WORKFORCE INVESTMENT BOARD SDA-83
269	YMCA OF SHREVEPORT, LA
270	YOUNGSVILLE HOUSING AUTHORITY

**Registered Special/Independent in LA**

1	BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS
2	BOSSIER PARISH COMMUNICATIONS DISTRICT NO. 1
3	CAPITAL AREA LEGAL SERVICES CORP
4	LAFAYETTE AIRPORT COMMISSION
5	NEW ORLEANS REGIONAL BUSINESS PARK
6	POVERTY POINT RESERVOIR DISTRICT
7	ST. GEORGE FIRE PROTECTION DISTRICT NO.2
8	ST. TAMMANY PARISH FIRE PROTECTION DISTRICT NO. 3
9	UNIVERSITY HOUSE@ACADIANA
<b>Registered State Agencies in LA</b>	
1	18TH JDC-ALVIN BATISTE, JR JUDGE
2	26 TH JUDICIAL COURT
3	26TH JUDICIAL DISTRICT PUBLIC DEFENDER
4	C.A.S.S.E.
5	COLUMBIA DEVELOPMENT CENTER
6	CONCEALED HANDGUN PERMIT UNIT
7	Covington Housing Authority
8	DEPARTMENT OF REVENUE/LOUISIANA
9	DEPT OF CULTURE RECREATION AND TOURISM
10	DHH-OFFICE OF PUBLIC HEALTH
11	ELAYN HUNT CORRECTIONAL CENTER
12	HAMMOND DEVELOPMENTAL CENTER
13	HOUMA-TERREBONNE HOUSING AUTHORITY
14	LA DEPT OF WILDLIFE AND FISHERIES
15	LA OFFICE OF STATE PARKS
16	LA RESEARCH PARK CORPORATION
17	LA SHERIFFS PENSION AND RELIEF FUND
18	LA. DIVISION OF ADMINISTRATION
19	LINCOLN COUNCIL ON THE AGING
20	Louisiana Board of Barbers Examiners
21	LOUISIANA BOARD OF CHIROPRACTIC EXAMINERS
22	LOUISIANA DEPARTMENT OF STATE

23	LOUISIANA HOUSING FINANCE AGENCY
24	LOUISIANA STATE GOV. BIDS
25	LOUISIANA TECH UNIVERSITY
26	LSU AGCENTER EXTENSION SERVICE OFFICE
27	METROPOLITAN DEVELOPMENTAL CENTER
28	MHSD/CHARTRES-PONTCHARTRAIN BEHAVIOR HEALTH CENTER
29	Richland Parish Tax Assessors office
30	Ruston Housing Authority
31	SPECIAL EDUCATION DISTRICT NO.1 OF LAFOURCHE
32	THE SPRINGS OF RECOVERY ADOLESCENT PROGRAM
33	VERNON WORKFORCE CENTER

## Appendix D

### **ARRA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS**

*If a contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“Recovery Act”), the following terms and conditions apply. As used in this Section, “Contractor/Grantee” means the contractor or grantee receiving Recovery Act funds from City of Charlotte/Mecklenburg County (“City”) under this agreement.*

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*
  
- 2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government, State of North Carolina, and the City of Charlotte/Mecklenburg. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

#### **AVAILABILITY OF FUNDING**

Contractor/Grantee agrees that programs supported with temporary federal funds made available from the Recovery Act may not be continued with City of Charlotte/Mecklenburg County financed appropriations once the temporary federal funds are expended.

#### **BUY AMERICA REQUIREMENT**

Contractor/Grantee agrees that pursuant to Section 1605 of Title XV of the Recovery Act, neither Contractor/Grantee or its subcontractors/subgrantees will use Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. This requirement shall be applied unless the use of alternative materials has been approved by a federal agency pursuant to Section 1605.

#### **CONFLICTING REQUIREMENTS**

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with City of Charlotte/Mecklenburg requirements, the Recovery Act requirements shall control.

#### **FALSE CLAIMS ACT**

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

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

**ENFORCEABILITY**

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, City of Charlotte/Mecklenburg County may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to City of Charlotte/Mecklenburg County under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

**JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to post jobs created and retained as a result of stimulus funds on the State of North Carolina ([www.ncrecovery.gov](http://www.ncrecovery.gov)).

**PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, entities receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Contractor/Grantee agrees to provide the County with the following information in a timely manner:

- a. The total amount of Recovery Act funds received by Contractor/Grantee during the Reporting Period;
- b. The amount of Recovery Act funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which Recovery Act funds were expending or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;

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

- d. For any subcontracts or subgrants equal to or greater than \$25,000:
- i. The name of the entity receiving the subaward;
  - ii. The amount of the subaward;
  - iii. The transaction type;
  - iv. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
  - v. Program source;
  - vi. An award title descriptive of the purpose of each funding action;
  - vii. The location of the entity receiving the subaward;
  - viii. The primary location of the subaward, including the city, state, congressional district and country; and
  - ix. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - x. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- e. For any subcontracts or subgrants of less than \$25,000 or to individuals, the information required in d may be reported in the aggregate and requires the certification of an authorized officer of Contractor/Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the County or required by state or federal law or regulation. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov).

**SEGREGATION OF FUNDS**

Contractor/Grantee agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the Recovery Act may be comingled with any other funds or used for a purpose other than that of making payments for costs specifically allowable under the Recovery Act.

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

**SUBCONTRACTOR REQUIREMENTS**

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

**WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of North Carolina are located at: <http://www.gpo.gov/davisbacon/NC.html>.

**WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including City of Charlotte/Mecklenburg County, and all contractors and grantees of City of Charlotte/Mecklenburg County, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

## Appendix E

### 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), University 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), University 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 University and be disposed of in accordance with University policy. The University, 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 University deems necessary, Contractor shall permit University, 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 University 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.

**ATTACHMENT 1 - Charlotte Sample Product List**

**ITB #269-2011-069**

**IT IS NOT PRACTICAL TO LIST ALL PARTS / COMPONENTS THAT MAY BE USED BY THE CITY  
THIS BID RESPONSE SHEET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF VEHICLE PARTS & AN  
INDICATOR OF USAGE FOR BID RESPONSE PURPOSES ONLY. THE CITY DESIRES THE MOST COMPREHENSIVE PRODUCT OFFERING TO ACCOMMODATE THE CITY'S DIVERSE NEEDS  
PARTS MAY BE ADDED OR DELETED AT THE SOLE DISCRETION OF THE CITY**

**Pricing submitted on this Attachment is for comparison and verification of discounts provided on Form 4 (Section 8) only. The Bidder should not consider this Attachment a "core" or high volume list. Pricing of Attachment 1 and 2 does not solely determine lowest bidder. Please refer to section 3.5 for all evaluation criteria.**

**NOTE : THE BIDDER MAY NEED TO CROSS REFERENCE PART NUMBERS FOR BID RESPONSE PURPOSES**

ITEM NUMBER	CURRENT PART NUMBER	DESCRIPTION	ESTIMATED QUANTITY	LIST PRICE	DISCOUNT (Percentage)	UNIT PRICE (List Less Discount)	EXTENDED PRICE	WARRANTY PERIOD Free Replacement (months& or miles)	MANUFACTURER / BRAND of QUOTED PART	Part Number for Brand Quoted
1	4885456-AB	A/C,RESISTOR	5				0.00			
2	7156	DRIER, GM P42 VAN 5.7	15				0.00			
3	10-456-05970	A/C,FAN MOTOR	11				0.00			
4	YB627	DISC & HUB,A/C,2L2Z-19D786-AA	15				0.00			
5	YB591	A/C,COIL	15				0.00			
6	15-5378	A/C,ORIFICE TUBE	24				0.00			
7	YG343	A/C,ORIFICE MOTORCRAFT	55				0.00			
8	F5TZ-14N-089B	A/C,RELAY,	67				0.00			
9	E6DZ-19986-A	SWITCH,BLOWER DTB/YH445/MOTORCRAFT	20				0.00			
10	15708044	HANDLE ASSY.,RIGHT DOOR,INSIDE	20				0.00			
11	76578-10	PRESSURE SWITCH,10LB.NC DTB	14				0.00			
12	E9AZ-18476-A	HEATING,HEATER CORE CROWN VIC	35				0.00			
13	F80Z-18476-AA	HEATER, CORE, TAURUS 1995-2006	51				0.00			
14	1L3Z-17682-GAA	PASSANGER MIRROR	20				0.00			
15	6W7Z-17683-BA	MIRROR LEFT #FORD	20				0.00			
16	WM734	WIPER, MOTOR CROWN VIC	29				0.00			
17	625C-11	BRACKET,MIRROR(E-BUS)	11				0.00			
18	89025062	PUMP,WINDSHIELD WASHER	23				0.00			
19	6W7Z-5423209-AA	REGULATOR WINDOW	30				0.00			
20	5L1Z-14529-AA	WINDOW SWITCH	30				0.00			
21	F8AZ-14529-AD	SWITCH ,WINDOW	15				0.00			
22	E3TZ-1225-AA	BEARING REAR AXLE	15				0.00			
23	1L3Z-3350-AB	STEERING,IDLER ARM MOTORCRAFT	16				0.00			
24	2693205	TIE ROD END NAPA GM 45A0868	14				0.00			
25	2695146	INNER TIE ROD FORD	13				0.00			
26	5L3Z-3085-B	CONTROL ARM	14				0.00			
27	5C2Z-3050-BA	BALL JOINT , E450 BUS	63				0.00			
28	F87Z-3050-BA	LOWER BALL JOINT FORD RANGER	22				0.00			
29	F8AZ-18124-CA	FRONT SHOCK	13				0.00			
30	XW7Z-18125-BB	REAR SHOCK	30				0.00			
31	3W7Z-1130-EA	HUB CAP, FULL COVER CROWN VIC	120				0.00			
32	4W7Z-1137-AA	HUB CAP, CROWN VIC	250				0.00			
33	9593233	NUT,LUG COVER IMPALA	52				0.00			
34	5W7Z-1007-AA	WHEEL, 16" 2004 C.V.	26				0.00			
35	A17	BRNG. SET 68149/68111/	57				0.00			

36	A2	BEARING, SET 2	70				0.00		
37	A5	BEARING, SET 5	66				0.00		
38	A6	BRNG. SET 67048/67010	85				0.00		
39	A12	BEARING, SET 12	118				0.00		
40	A18	BEARING, SET 18	122				0.00		
41	19743	SEAL, WHEEL	225				0.00		
42	24017	SEAL, WHEEL	28				0.00		
43	BRS103	SEAL, REAR AXLES MOTORCRAFT	70				0.00		
44	BRS90	SEAL, WHEEL FORD	35				0.00		
45	3W1Z-4234-A	AXLE, CROWN VIC	69				0.00		
46	GL667	ALTERNATOR, 200AMP MOTORCRAFT	44				0.00		
47	GL671	ALTERNATOR,2003-2006 200AMP	87				0.00		
48	5K887	ALTERNATOR BELT	35				0.00		
49	JK6914A	BELT	20				0.00		
50	SA887RM	STARTER-TAURUS MOTORCRAFT	35				0.00		
51	D328A	DISTRIBUTOR CAP C1500	25				0.00		
52	3W7Z-12029-AA	COIL	35				0.00		
53	DG485	IGN,COIL PACK	55				0.00		
54	DG508	IGN,COIL PLUG FORDS	296				0.00		
55	RR256	IGNITION,ROTOR GM	21				0.00		
56	12607234	SPARK PLUGS GM3500	52				0.00		
57	41-993	SPARK PLUG, GM	94				0.00		
58	764	IGNITION, SPARK PLUG MOTORCRAFT	295				0.00		
59	AP103	PLUG SPARK, FORD	98				0.00		
60	AP104	IGNITION, SPARK PLUG	206				0.00		
61	AP5144	IGNITION, SPARK PLUG	90				0.00		
62	AP764	SPARK PLUG	100				0.00		
63	SP493	SPARK PLUG, FORD	1,500				0.00		
64	1L3Z-11582-A	SWITCH IGNITION, LOCK ASSY	15				0.00		
65	DG508	IGNITION ,COIL	78				0.00		
66	1L3Z-9H486-AA	MANIFOLD GASKET FORD	366				0.00		
67	3F2Z-9S479-AA	ISOLATOR	416				0.00		
68	F8TZ-8678-FA	PULLY, IDLER, YS-238	25				0.00		
69	RF163	RADIATOR,FAN FORD	53				0.00		
70	F81Z-8501-FA	WATER PUMP	40				0.00		
71	PW464	WATER PUMP, MOTORCRAFT	32				0.00		
72	1F1Z-8A080-AA	COOLANT RESERVOIR	40				0.00		
73	F5HZ-8A080-KA	COOLANT RESERVOIR	37				0.00		
74	RT1178	COOLANT,THERMOSTAT MOTORCRAFT	25				0.00		
75	22136897	FAN MOTOR	24				0.00		
76	RT1196	THERMOSTAT	26				0.00		
77	4W1Z-5E212-A	CONVERTER EXHAUST	30				0.00		
78	4W1Z-5E212-B	EXHAUST, CAT. CONV. LEFT SIDE	25				0.00		
79	PFS205	FUEL, PUMP FORD	20				0.00		
80	F5TZ-14N089-B	FUEL, RELAY	16				0.00		
81	4060882	BELT, FAN GOODYEAR FORD	24				0.00		
82	4060910	BELT, FAN GOODYEAR / FORD	79				0.00		
83	4060915	BELT SERPENTINE GOODYEAR / FORD	87				0.00		
84	6K950	FAN BELT GM	18				0.00		
85	JK81362	ENGINE, BELT E450	29				0.00		
86	F8UZ-6B209-CA	TENSIONER,DTB E450 DOUBLE PULLEY	29				0.00		
87	2W7Z-6B209-AA	IDLER PULLEY	20				0.00		

88	89017309	BELT TENSION GM	15				0.00		
89	CX1874	VALVE,IAC VALVE F150 4.6L	18				0.00		
90	CX1917	IDLE AIR CONTROL / FORD	25				0.00		
91	4U7Z-9J460-AA	SENSOR / PFE	44				0.00		
92	DA2089	SYNCHRONIZER ASSY,F8DZ-12A362-AA	67				0.00		
93	F7DZ-9F945-AB	EVAPORATOR CANNISTER SOLENOID	26				0.00		
94	F77Z-9J460-AB	EMISSION, SENSOR EGR	50				0.00		
95	F4UZ-9F472-A	O2 SENSOR	15				0.00		
96	1F1Z-6B288-BA	SENSOR, CAM POSITION TAURUS (#DU81)	57				0.00		
97	H150	3/8" HOSE HEATER (UOM: feet)	100				0.00		
98	28410	1/2" HOSE HEATER (UOM: feet)	100				0.00		
99	H1716	3/4 HEATER HOSE (UOM: feet)	100				0.00		
100	28441	HOSE HEATER 5/8" 4407 UOM: feet)	70				0.00		
101	28444	HOSE,1"HEATER (UOM: feet)	50				0.00		
102	F2TZ-2C150-B	PIN,REAR DISC BRAKE CALIPER,FORD	200				0.00		
103	FRC7023	R/H UNLOADED CALIPER RAYBESTOS	22				0.00		
104	FRC7024	L/H UNLOADED CALIPER RAYBESTOS	20				0.00		
105	L55604M	CALIPER,LOADED, RH REAR,BENDIX	40				0.00		
106	L55605M	CALIPER,LOADED LH REAR, BENDIX	40				0.00		
107	18E1242	REAR WHEEL CYLINDER CAVALIER	27				0.00		
108	37857	BRAKE, WHEEL CLY, REAR TAURUS NAPA	30				0.00		
109	0411.20	BRAKE PAD REAR PERF.FRICTION MKD411	40				0.00		
110	0655.20	BRAKE PADS,FRONT,PERF.FRICTION MKD655FM	175				0.00		
111	14D506M	BRAKE PADS FRONT 99 CAVALIER ACDELCO	260				0.00		
112	17D370CH	BRAKE PADS FRONT GM	35				0.00		
113	17D699M	BRAKES, DISC PADS	83				0.00		
114	17D857M	BRAKE PADS 02 DODGE	10				0.00		
115	19152705	BRAKE PADS	41				0.00		
116	2U2Z-2V001-ZA	BRAKE PADS	26				0.00		
117	3U2Z-2V001-BA	DISC BRAKE PADS	35				0.00		
118	43022-SR3-506	BRAKE PADS HONDA	10				0.00		
119	45022-SH1-505	BRAKE PADS HONDA	8				0.00		
120	AE7385M	BRAKE, DISC PAD, NAPA	20				0.00		
121	AE7652M	PAD / DISC BRAKE	15				0.00		
122	AE7653M	BRAKES,PADS, NAPA	15				0.00		
123	AE7707M	BRAKE, DISC BRAKE PAD NAPA	22				0.00		
124	AE7733M	PADS, DISC BRAKE, NAPA	10				0.00		
125	AE7734M	*BRAKE, DISC PAD, NAPA	16				0.00		
126	AE7890M	PADS, DISC BRAKE, NAPA	10				0.00		
127	BR35B	PADS, DISC BRAKES	80				0.00		
128	D601CT	PADS, DISC BRAKE BENDIX	20				0.00		
129	BRSD674A	DISC BRAKE PADS	171				0.00		
130	BRSD679	BRAKE, BRAKE PAD MOTORCRAFT	119				0.00		
131	BRSD748	PADS,DISC BRAKE, MOTORCRAFT	286				0.00		
132	BRSD931	DISC BRAKE PAD BENDIX MKD931FM	551				0.00		
133	BRSD932	PADS,DISC BRAKE,MOTORCRAFT	376				0.00		
134	MKD184FE	PAD, FRONT AND REAR DISC BRAKE, BENDIX	32				0.00		
135	MKD369	PADS, DISC BRAKE, NAPA	25				0.00		
136	MKD598	PADS,DISC BRAKE, BENDIX	115				0.00		
137	MKD601	*PADS,DISC BRAKE,BENDIX	46				0.00		
138	MKD652	*BRAKE, DISC BRAKE PAD BENDIX	123				0.00		
139	MKD655FM	PAD,FRONT BRAKE,BENDIX	72				0.00		

140	MKD679FM	PADS,DISC BRAKE, BENDIX	271				0.00		
141	MKD698	PADS,DISC BRAKE, BENDIX	140				0.00		
142	MKD699	*PADS, DISC BRAKE, BENDIX	154				0.00		
143	MKD711FM	PADS, DISC BRAKE, BENDIX BRSD711 MTRCRAFT	280				0.00		
144	MKD757	PADS, REAR DISC BRAKE, BENDIX	51				0.00		
145	MKD802	BRAKE, DISC PAD, BENDIX	46				0.00		
146	MKD824FM	PADS, FRONT DISC BRAKE,BENDIX	60				0.00		
147	MKD833	BRAKE, DISC PAD FRONT, BENDIX	27				0.00		
148	18020612	BRAKE DRUM	16				0.00		
149	18B277	REAR BRAKE DRUM 02 G3500 ACDELCO	25				0.00		
150	80008	CAVALIER BRAKE DRUMS AIMCO	65				0.00		
151	18B298A	BRAKE DRUM CAVALIER	100				0.00		
152	177-0963	BRAKE, ROTORS #GM	28				0.00		
153	18A507	BRAKE ROTOR ACDELCO	26				0.00		
154	18A813	BRAKE ROTOR ACDELCO	30				0.00		
155	19122180	ROTOR CAVALIER GM	100				0.00		
156	3W1Z-1V125-AA	BRAKE ROTOR	32				0.00		
157	54029	ROTOR, DISC BRAKE,FRONT AIMCO F350	32				0.00		
158	54033	ROTOR, DISC BRAKE, FRONT,AIMCO	20				0.00		
159	54059	ROTOR, DISC BRAKE,FRONT AIMCO	24				0.00		
160	54069	ROTOR,DISC BRAKE, FRONT, AIMCO	30				0.00		
161	54092	BRAKE, ROTOR, FRONT AIMCO	103				0.00		
162	55034	ROTOR, DISC BRAKE,FRONT AIMCO	52				0.00		
163	55054	BRAKE ROTOR GM 1500 FRONT	22				0.00		
164	5580	BRAKE ROTOR AIMCO	45				0.00		
165	145326	BRAKE ROTOR BENDIX	160				0.00		
166	145353	ROTOR,DISC BRAKE, REAR, BENDIX	65				0.00		
167	BRR25	BRAKES, ROTORS FRONT	28				0.00		
168	BRR64	BRAKE, ROTOR FRONT, MOTRCRAFT	84				0.00		
169	BRR99	BRAKE ROTORS	40				0.00		
170	17452R	REAR BRAKE SHOES 2000 CHEVY G3500	20				0.00		
171	705	SHOE,BRAKE, BENDIX	25				0.00		
172	AF599	BRAKE SHOES BENDIX	61				0.00		
		<b>TOTALS</b>				\$	\$		

Attachment 2										
ITB #269-2011-069										
Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services										
Pricing submitted on this Attachment is for comparison and verification of discounts provided on Form 4 (Section 8) only. The Bidder should not consider this Attachment a "core" or high volume list. Pricing of Attachment 1 and 2 does not solely determine lowest bidder. Please refer to section 3.5 for all evaluation criteria.										
Item Number	Part Number	Manufacturer	Description	Estimated Quantity	List Price	Discount (Percentage)	Unit Price (List less Discount)	Extended Price	Manufacturer Brand (If Alternate)	Part Number (If Alternate)
1	Ph7405A	Fram	Oil Filter	200						
2	HPH6349A	Fram	Oil Filter	200						
3	PH2	Fram	Oil Filter	200						
4	PH3506	Fram	Oil Filter	300						
5	PH5	Fram	Oil Filter	300						
6	PH16	Fram	Oil Filter	300						
7	PH3387A	Fram	Oil Filter	300						
8	TG 3675	Fram	Oil Filter	300						
9	PH7325	Fram	Oil Filter	500						
10	PH4967	Fram	Oil Filter	1400						
11	PH3600	Fram	Oil Filter	200						
12	FL820S	Motorcraft	Oil Filter	1500						
13	57398	Wix	Oil Filter	150						
14	FT1129A	Fram	Fuel Filter	100						
15	FT1131	Fram	Fuel Filter	100						
16	FT11364	Fram	Fuel Filter	100						
17	G8018	Fram	Fuel Filter	100						
18	G3727	Fram	Fuel Filter	100						
19	G3850	Fram	Fuel Filter	100						
20	P1147G	Fram	Fuel Filter	100						
21	G8758	Fram	Fuel Filter	100						
22	G3DP	Fram	Fuel Filter	100						
23	G9796	Fram	Fuel Filter	200						
24	CA7726	Fram	Air Filter	200						
25	CA9687	Fram	Air Filter	200						
26	CA8039	Fram	Air Filter	200						
27	CA7614	Fram	Air Filter	200						
28	CA8997	Fram	Air Filter	200						
29	CAK3518	Fram	Air Filter	200						
30	TGA8243	Fram	Air Filter	200						
31	SA7440	STP	AIR FILTER	200						
32	SA7421	STP	AIR FILTER	200						
33	SA7365	STP	AIR FILTER	200						
34	SA3901	STP	AIR FILTER	200						
35	SA8038	STP	AIR FILTER	100						
36	SA8039	STP	AIR FILTER	100						
37	SA6479	STP	AIR FILTER	100						
38	SA326	STP	AIR FILTER	100						
39	SA6366	STP	AIR FILTER	1000						
40	SA5056	STP	AIR FILTER	100						
41	SA8243	STP	AIR FILTER	100						
42	SA8755	STP	AIR FILTER	100						
43	SA9055	STP	AIR FILTER	100						
44	C7058	Fram	Power Steering Filter	50						
45	38001	Gates	Idler Pully	50						

ATTACHMENT 2

Item Number	Part Number	Manufacturer	Description	Estimated Quantity	List Price	Discount (Percentage)	Unit Price (List less Discount)	Extended Price	Manufacturer Brand (If Alternate)	Part Number (If Alternate)
46	MX1067	Wagner	Disc Pad Set	100						
47	MX249	Wagner	Disc Pad Set	100						
48	QC1159	Wagner	Disc Pad Set	100						
49	PD698	Wagner	Disc Pad Set	100						
50	20-1	Trico	Wiperblades	500						
51	18-1	Trico	Wiperblades	500						
52	24-1	Trico	Wiperblades	500						
53	77186	GM	Interior door handle	25						
54	CH7877	BWD	ignition Wire Set	50						
55	CH8676SP	BWD	Park Wire Set	25						
56	E262	BWD	Ignition Coils	50						
57	APP103	Autolite	Double Platinum Plugs	200						
58	XP104	Autolite	Spark Plugs	200						
59	41-983	AC Delco	Platinum Spark Plugs	200						
60	APP104	Autolite	DOUBLE PLATINUM	300						
61	APP104	Autolite	DOUBLE PLATINUM	300						
62	APP103	Autolite	DOUBLE PLATINUM	300						
63	1112	Autolite	GLOW	100						
64	AP104	Autolite	PLATINUM	300						
65	AP105	Autolite	PLATINUM	300						
66	AP104	Autolite	PLATINUM	300						
67	AP24	Autolite	PLATINUM	300						
68	AP25	Autolite	PLATINUM	300						
69	AP3924	Autolite	PLATINUM	300						
70	AP5224	Autolite	PLATINUM	300						
71	AP605	Autolite	PLATINUM	300						
72	4002	Bosch	PLAT PLUS SPARK PLUG	300						
73	405	Champion	COPPER PLUS SPRK PLG	300						
74	412	Champion	COPPER PLUS SPRK PLG	300						
75	415	Champion	COPPER PLUS SPRK PLG	300						
76	14	Champion	COPPER PLUS SPRK PLG	300						
77	71	Champion	COPPER PLUS SPRK PLG	300						
78	436	Champion	COPPER PLUS SPRK PLG	300						
79	SP-415	MOTORCRAFT	SPARK PLUG	300						
80	SP-419	MOTORCRAFT	SPARK PLUG	300						
81	SP-420	MOTORCRAFT	SPARK PLUG	300						
82	SP-435	MOTORCRAFT	SPARK PLUG	300						
83	SP-450	MOTORCRAFT	SPARK PLUG	300						
84	SP-432	MOTORCRAFT PLATINUM	PLATINUM PLUG	500						
85	SP-504	MOTORCRAFT PLATINUM	PLATINUM PLUG	500						
86	SP-479	MOTORCRAFT PLATINUM	PLATINUM PLUG	500						
87	SP-500	MOTORCRAFT PLATINUM	PLATINUM PLUG	500						
88	SP-493	MOTORCRAFT PLATINUM	PLATINUM PLUG	500						
89	505-1160CQ	Raybestos Chassis	LOWER BALL JOINT	10						
90	505-1074CQ	Raybestos Chassis	BALL JOINT	10						
91	41918	Bosch	BOSCH EXCEL+ WIPER B	500						
92	41920	Bosch	BOSCH EXCEL+ WIPER B	500						
93	41922	Bosch	BOSCH EXCEL+ WIPER B	500						
94	357-205	Trico	WINTER BLADE	300						
95	357-225	Trico	WINTER BLADE	200						
96	41918	Bosch	BOSCH EXCEL+ WIPER B	200						

## ATTACHMENT 2

Item Number	Part Number	Manufacturer	Description	Estimated Quantity	List Price	Discount (Percentage)	Unit Price (List less Discount)	Extended Price	Manufacturer Brand (If Alternate)	Part Number (If Alternate)
97	41920	Bosch	BOSCH EXCEL+ WIPER B	200						
98	41922	Bosch	BOSCH EXCEL+ WIPER B	200						
99	975K7	Duralast	POLY-V BELT	100						
100	975K6	Duralast	POLY-V BELT	100						
101	910K6	Duralast	POLY-V BELT	100						
102	980K6	Duralast	POLY-V BELT	100						
103	868K6	Duralast	POLY-V BELT	100						
104	915K6	Duralast	POLY-V BELT	100						
105	K061020	Gates	MICRO V BELT	100						
106	K060915	Gates	MICRO V BELT	100						
107	K040514	Gates	MICRO V BELTS	100						
108	K060910	Gates	MICRO V BELT	100						
109	K060960	Gates	MICRO V BELT	100						
110	K070976	Gates	MICRO V-BELT	100						
111	K081035	Gates	MICRO V BELT	100						
112	K080585	Gates	MICRO V BELT	100						
113	K040335	Gates	MICRO V BELT	100						
114	9440	Gates	BELT	100						
115	GMD655F	Raybestos	BRAKE PAD SEMI-MET.	300						
116	GPD699	Raybestos	DISC BRAKE PAD SET	300						

ATTACHMENT 2

Item Number	Part Number	Manufacturer	Description	Estimated Quantity	List Price	Discount (Percentage)	Unit Price (List less Discount)	Extended Price	Manufacturer Brand (If Alternate)	Part Number (If Alternate)
117	GPD931	Raybestos	DISC BRAKE PAD SET	300						
118	GPD932	Raybestos	DISC BRAKE PAD SET	300						
119	GMD459F	Raybestos	BRAKE PAD SEMI-MET.	300						
120	1055	Raybestos	HD SILICONE SPRAY	300						
121	53962	Grote	GROMMET MT-OVAL	100						
122	53122	Grote	STT LAMP RED	200						
123	G1092	Grote	CLR/MKR LAMP 2.5	200						
124	1157LLB2	Phillips Lighting	MINIATURE LONG LIFE	200						
125	611-110	Dorman	WHEEL NUT	50						
126	611-016	Dorman	WHEEL NUT	50						
127	611-122	Dorman	WHEEL NUT	50						
128	611-074	Dorman	WHEEL NUT	50						
129	610-254	Dorman	WHEEL STUD	50						
130	41918	Bosch	BOSCH EXCEL+ WIPER B	100						
131	41920	Bosch	BOSCH EXCEL+ WIPER B	100						
132	41922	Bosch	BOSCH EXCEL+ WIPER B	100						
133	2796	Anchor	Motor Mounts	50						
134	2872	Anchor	Motor Mounts	50						
135	6632	Murray	Gas Cap	50						
136	59070	Murray	Gas Cap	50						
137	K8687	Moog	Ball Joint	50						
138	A5504-7	Autolite	Alternator	100						
139	A3606-167	Autolite	Alternator	100						
140	59616	Monroe	Gas Matic Shocks	100						
141	63897	BWD	Fuel Injectors	200						
142	13686	Bosch	Oxygen Sensor	200						
143	ES2836RL	Moog	Suspension	100						
144	K6512T	Moog	Idler Arm	100						
145	10231	Stant	Radiator Cap	100						
146	13009	Stant	Thermostat	300						
147	45119	Stant	Thermostat	300						
148	45899	Stant	Thermostat	300						
149	4160	Timken	Wheel Bearing	100						
150	SET47	Timken	Bearings	100						
151	5960	Monroe	Shocks	100						
152	34741	Monroe	Shocks	100						
153	37063	Monroe	Shocks	100						
154	AW3412	Airtex	Water Pump	100						
155	AW4094	Airtex	Water Pump	100						
156	AW5077	Airtex	Water Pump	100						
157	AW47160	Airtex	Water Pump	100						
158	36933	Four Seasons	AC & Heating	50						
159	36996	Four Seasons	AC & Heating	50						
160	58129	Four Seasons	AC & Heating	50						
161	58981	Four Seasons	AC & Heating	50						
162	PW423	Motorcraft	Water Pump	100						
163	C275	Borg	Electrical systems	50						
164	D236	Borg	Electrical systems	50						
165	E262	Borg	Electrical systems	50						
166	EC1029	Borg	Electrical systems	50						
167	S14170	Borg	Electrical systems	50						

## ATTACHMENT 2

Item Number	Part Number	Manufacturer	Description	Estimated Quantity	List Price	Discount (Percentage)	Unit Price (List less Discount)	Extended Price	Manufacturer Brand (If Alternate)	Part Number (If Alternate)
168			Dodge Ram 3500 8.0L V0 Gasoline	25						
169			Front Shocks 2004 Ford Escape 3.0L V6 Gasoline	50						
170			Front Shocks 2006 Chevrolet Trailblazer SUV 6.6L V8	50						
171			Rear Shocks 1999 GMC C3500 7.4L V8 Gasoline	25						
172			Rear Shocks 1996 Dodge Ram 3500 8.0L V0 Gasoline	25						
173			Radiator Hose Upper 2006 Chevrolet Impala 3.9L V6 Police Package	100						
174			Radiator Hose Upper 2008 Ford Crown Victoria 4.6L V8 Police Interceptor	300						
175			Radiator Hose Upper 1999 Dodge Dakota 3.9L V6 Gasoline	25						
176			Radiator Hose Lower 2008 Ford Crown Victoria 4.6L V8 Police Interceptor	200						
177			Radiator Hose Lower 2006 Chevrolet Impala 3.9L V6 Police Package Gasoline	300						
178			2001 Ford E-350 Econoline 6.8L V10 Gasoline	200						
179			Thermostat 2004 Ford Taurus 3.0L V6 Gasoline	100						
180			Thermostat 2001 Ford E-350 Econoline 6.8L V10	100						
181			Thermostat 2006 Chevrolet Impala 3.9L V6 Police Package Gasoline	100						
182			Serpentine Belt 2004 Ford Taurus 3.0L V6 Gasoline	100						

ATTACHMENT 2

Item Number	Part Number	Manufacturer	Description	Estimated Quantity	List Price	Discount (Percentage)	Unit Price (List less Discount)	Extended Price	Manufacturer Brand (If Alternate)	Part Number (If Alternate)
183			Serpentine Belt 2006 Chevrolet Impala 3.9L V6 Police Package Gasoline	100						
184			Serpentine Belt 2006 Chevrolet Trailblazer SUV 6.6L V8	100						
185			Fan Clutch 1999 GMC C3500 7.4L V8 Gasoline	50						
186			Fan Clutch 2002 Ford F350 Super Duty 6.8L V10 Gasoline	50						
187			Camshaft Bearings 2002 Ford F350 Super Duty 6.8L V10 Gasoline	25						
188			Camshaft Bearings 1999 Dodge Dakota 3.9L V6 Gasoline	10						
189			A/C Compressor 2006 Chevrolet Impala 3.9L V6 Police Package Gasoline	25						
190			A/C Compressor 2002 Ford F350 Super duty 6.8L V10 Gasoline	25						
191			Oxygen Sensor 2006 Chevrolet Impala 3.9L V6 Police Package Gasoline	100						
192			Heater Hose 2002 Ford F350 Super duty 6.8L V10	100						
193			Heater Hose 2006 Chevrolet Trailblazer SUV 6.6L	100						
194			Fuel Pressure Regulator 1999 GMC C3500 7.4L V8 Gasoline	25						
195			Brake Booster 2001 Ford E-350 Econoline 6.8L V10	50						
196			Brake Booster 1999 GMC C3500 7.4L V8 Gasoline	25						
<b>TOTALS</b>										

**Attachment 3**

**CATALOG PRICE LIST**

**ITB #269-2011-069**

**Light, Medium, Heavy Duty Automotive Parts, Tools, Accessories, Inventory, On-Site Management, and Related Services**

**Provide all catalog items offered by Bidder for Light, Medium and Heavy Duty Vehicles and Equipment.**

**Price lists must be provided on a CD in Excel format**

<b>Category</b>	<b>Part Number</b>	<b>Part Description</b>	<b>UOM</b>	<b>Mfg. Name</b>	<b>Mfg. Number</b>	<b>Percent (%) Discount (off MFG List Price)</b>	<b>Unit Cost With Discount Applied</b>
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