

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

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**Request For Proposals #269-2010-183**  
**PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS**  
**AND RELATED PRODUCTS AND SERVICES**

Charlotte-Mecklenburg Procurement Services is requesting proposals from interest organizations to provide Playground Equipment, Surfacing, Site Furnishings, Related Products and Services to satisfactorily support the Charlotte-Mecklenburg Park and Recreation Department, and other public agencies supported under this contract. This Request for Proposals 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 thru this contract Therefore, respondents to this acquisition must give due consideration to the potential market.

A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the Project will be held on **March 30, 2010 at 9:00 a.m.**, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, second floor conference room #267, Charlotte, North Carolina 28202. Please bring a copy of the RFP with you at that time.

Proposals 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. on Thursday, April 22, 2010.**

One (1) unbound original Proposal signed in ink by a company official authorized to make a legal and binding offer, ten (10) copies, and ten (10) complete proposal 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 RFP number, company's name and address, and the proposal due date on the outside as follows:

**RFP # 269-2010-183**  
**Park and Playground Equipment**  
**Name of Company Submitting Proposal**  
**Address of Company Submitting Proposal**  
**Attention: Karen Ruppe**

RFP questions must be directed to Karen Ruppe, Charlotte-Mecklenburg Procurement Services Division per the enclosed instructions in Section 3.3.

Sincerely,

Kay Elmore  
Procurement Services Director



**COMPETITIVE SOLICITATION**

**BY CHARLOTTE-MECKLENBURG NORTH CAROLINA**

**FOR**

**PLAYGROUND EQUIPMENT, SURFACING MATERIAL, SITE  
FURNISHINGS AND RELATED PRODUCTS AND SERVICES**

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

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

**GOVERNMENT PURCHASING ALLIANCE**

**RFP #269-2010-183**

**March 19, 2010**

**1. Definitions**

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Charlotte-Mecklenburg:</i>	Refers to the City of Charlotte and Mecklenburg County, North Carolina.
<i>Company:</i>	Refers to the Supplier(s) awarded a Contract by Mecklenburg County.
<i>Contract:</i>	Refers to the contract executed by Mecklenburg County and Company for all or part of the Products and Services covered by this RFP.
<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 RFP.
<i>Lead Public Agency:</i>	Refers to Charlotte-Mecklenburg Procurement Services.
<i>Participating Public Agency:</i>	Refers to all departments or units of the Charlotte-Mecklenburg and all other governmental units, towns, boards, or municipalities, higher education and states nationwide.
<i>Products:</i>	Refers to all Playground Equipment, Surfacing Materials, Site Furnishings, and Related Products and Services as outlined in this RFP.
<i>Proposal:</i>	Refers to the Proposal submitted by a Supplier for the Products and Services as outlined in this RFP.
<i>Supplier:</i>	Refers to a company that has interest in providing the Products and Services required by this RFP.
<i>Services:</i>	Refers to installation, design, layout, repair, maintenance, removal, disposal and all other Related Services associated with Playground Equipment and related products per the requirements of this RFP.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Products and Services which are set forth or referenced in: this RFP, or in any other attachments or documents that describe the functions or features of the items for which Charlotte-Mecklenburg seeks Proposals.

**1.1 Accuracy of RFP and Related Documents.**

Charlotte Mecklenburg assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, Charlotte-Mecklenburg will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by Charlotte-Mecklenburg other than those provided by Charlotte-Mecklenburg through the issuance of written addenda. In no event may a Supplier rely on any oral statement by Charlotte-Mecklenburg or its agents, advisors or consultants.

Should a Supplier find discrepancies or omissions in this RFP or any other documents provided by Charlotte-Mecklenburg, the Supplier should immediately notify Charlotte-Mecklenburg of such potential discrepancy in writing, and a written addendum will be made available to each Supplier, via the Internet, if Charlotte-Mecklenburg determines clarification necessary. Each Supplier requesting an interpretation will be responsible for delivering such requests to Charlotte-Mecklenburg's designated representative in writing.

**1.2 Charlotte-Mecklenburg Rights and Options.**

Charlotte-Mecklenburg reserves the following rights, which may be exercised at Charlotte-Mecklenburg's sole discretion:

- 1.2.1 To supplement, amend, substitute or otherwise modify this RFP at any time;
- 1.2.2 To cancel this RFP with or without the substitution of another RFP;
- 1.2.3 To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of Charlotte-Mecklenburg;
- 1.2.4 To issue additional requests for information;
- 1.2.5 To require one or more Suppliers to supplement, clarify or provide additional information in order for Charlotte-Mecklenburg to evaluate the Proposals submitted;
- 1.2.6 To conduct investigations with respect to the qualifications and experience of each Supplier;
- 1.2.7 To waive any defect or irregularity in any Proposal received;
- 1.2.8 To reject any or all Proposals;
- 1.2.9 To award all, none, or any part of the items that is in the best interest of Charlotte-Mecklenburg, with one or more of the Suppliers responding, which may be done without or without re-solicitation.
- 1.2.10 To discuss and negotiate with selected Supplier(s) any terms and conditions in the Proposals including but not limited to financial terms; and
- 1.2.11 To enter into any agreement deemed by Charlotte-Mecklenburg to be in the best interest of Charlotte-Mecklenburg, with one or more of the Suppliers responding.

**1.3 Expense of Submittal Preparation.**

Charlotte-Mecklenburg accepts no liability for the costs and expenses incurred by the Supplier in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Supplier that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Supplier cannot make any claims whatsoever for reimbursement from Charlotte-Mecklenburg for the costs and expenses associated with the procurement process.

**1.4 Proposal Conditions.**

The following terms are applicable to this RFP and the Supplier's Proposal.

1.4.1 RFP Not an Offer.

This RFP does not constitute an offer by Charlotte-Mecklenburg. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of Charlotte-Mecklenburg unless Charlotte-Mecklenburg and the Supplier

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execute a Contract. No recommendations or conclusions from this RFP process concerning the Supplier 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.

- 1.4.2 **Right to Terminate Discussions.**  
The Supplier's participation in this process might result in Charlotte-Mecklenburg selecting the Supplier to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by Charlotte-Mecklenburg to execute a Contract or to continue discussions. Charlotte-Mecklenburg can terminate discussions at any time and for any reason.
- 1.4.3 **Requirement for Representation as to Accuracy and Completeness of Proposal.**  
Each Supplier shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to Charlotte-Mecklenburg, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Charlotte-Mecklenburg as to any material facts."**
- 1.4.4 **Statutory Requirements**  
Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.
- 1.4.5 **Additional Evidence of Ability**  
Suppliers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. Charlotte-Mecklenburg reserves the right to request such information at any time during the Proposal evaluation period for this RFP.
- 1.4.6 **No Collusion or Conflict of Interest.**  
By responding to this RFP, the Supplier shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Supplier submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.4.7 **Proposal Terms Firm and Irreversible.**  
The signed Proposal shall be considered a firm offer on the part of the Supplier. Charlotte-Mecklenburg reserves the right to negotiate price and Services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by Charlotte-Mecklenburg. **The Supplier chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at Charlotte-Mecklenburg's election.** Any false or misleading statements found in the Proposal will be grounds for disqualification.

- 1.4.8 **Proposal Binding for 180 Days.**  
Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Supplier and include their name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full Contract period. Charlotte-Mecklenburg shall have the option to accept subject to exception by Contract.
- 1.4.9 **Subcontracting**  
The Company receiving a Contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Supplier shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by the subcontractor. Additionally, Charlotte-Mecklenburg must be named as a third party beneficiary in all subcontracts.
- 1.4.10 **Equal Opportunity**  
Charlotte-Mecklenburg has an equal opportunity purchasing policy. Charlotte-Mecklenburg seeks to ensure that all segments of the business community have access to supplying the goods and services needed by Charlotte-Mecklenburg programs. Charlotte-Mecklenburg provides equal opportunity for all businesses and does not discriminate against any Suppliers regardless of race, color, religion, age, sex, and national origin or disability.
- 1.4.11 **Use of Charlotte-Mecklenburg's Name**  
No advertising, sales promotion or other materials of the Supplier or its agents or representatives may identify or reference Charlotte-Mecklenburg in any manner absent the prior written consent of Charlotte-Mecklenburg.
- 1.4.12 **Withdrawal for Modification of Proposals**  
Suppliers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by Charlotte-Mecklenburg prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "**Modifications to Proposal.**"
- 1.4.13 **No Bribery.**  
In submitting a response to this RFP, each Supplier certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of Charlotte-Mecklenburg in connection with the Contract.
- 1.4.14 **Exceptions to the RFP.**  
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Supplier's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Supplier provides an alternate

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solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Supplier's solution, must be described in detail.

1.4.15 Fair Trade Certifications.

By submission of a Proposal, the Supplier certifies that in connection with this procurement:

- The prices 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 anyone;
- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Supplier and will not knowingly be disclosed by the Supplier prior to opening; and
- No attempt has been made or will be made by the Supplier to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.4.16 Clarification of Ambiguities.

Any Supplier believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify Charlotte-Mecklenburg Procurement Services in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

1.4.17 Supplier's Obligation to Fully Inform Themselves.

Suppliers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Supplier' own risk.

1.4.18 Disclaimer.

Each Supplier must perform its own evaluation and due diligence verification of all information and data provided by Charlotte-Mecklenburg. Charlotte-Mecklenburg makes no representations or warranties regarding any information or data provided by Charlotte-Mecklenburg.

**1.5 Non-Exclusive Contract.**

It is the intent of Charlotte-Mecklenburg to enter into an agreement with the successful Supplier(s) that will satisfy its needs as described herein. However, Charlotte-Mecklenburg and Participating Public Agencies reserves the right, as deemed in its best interest, to acquire the same item(s) and services, or any portions thereof, herein described from other sources, or perform the work with its own employees during the term of the contract.

**1.6 County License Requirement:** A current City of Charlotte and/or Mecklenburg County Business License is required for the successful Proposer who either personally or through agents, solicits business within the City limits; or picks up and/or delivers goods or delivers services within the Charlotte City limits. All questions regarding licensing should be directed to the Business Tax Collections Office at (704) 336-6315.

**1.7 The Lead Public Agency reserves the right to disqualify any Proposer who contacts a Lead Public Agency official, employee, or agent concerning this Request for Proposals** other than in accordance with this RFP. Nothing in this Section shall prohibit the Lead Public Agency from conducting discussions with Proposers after the Proposal opening.

**1.8 MWSBE Requirements. (Minority, Women, and Small Business Enterprises)**

Charlotte-Mecklenburg has an equal opportunity purchasing policy. Mecklenburg County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. Mecklenburg County affirmatively works to encourage utilization of minority business enterprise in our procurement activities. Mecklenburg County provides equal opportunity for all businesses and does not discriminate against any Suppliers regardless of race, color, religion, age, sex, and national origin or disability. The Successful Suppliers shall comply with Mecklenburg County's purchasing policy.



## 2.0. MASTER AGREEMENT

The City of Charlotte/ Mecklenburg County , 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 proposals from qualified suppliers to enter into a Master Agreement for a complete line of Playground Equipment, Surfacing Material, Site Furnishings, and Associated Products and Services (herein “Products and Services”).

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY. This solicitation is subject to the Lead Public Agency’s General Solicitation Terms and Conditions, Instructions, and Special Provisions included in this Request for Proposals (RFP).

### 2. OBJECTIVES

This RFP 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 proposals;
  - D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
  - E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
1. Provide Participating Public Agencies with environmentally responsible products and services.

### 2.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are expected to propose the broadest possible selection of Playground Equipment, Surfacing Materials, Site Furnishings, and Related Products and Services that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following:

- 1) **Playground Equipment** - A complete and comprehensive catalog of all park and playground equipment (for all ages) including, but not limited to, complete systems, stand-alone activities, system components, replacement parts and related accessories available from the Supplier.
- 2) **Surfacing Materials** - A complete and comprehensive catalog of all park and playground surfacing materials available from the Supplier.

- 3) **Site Furnishings** - A complete and comprehensive catalog of all site furnishings such as, but not limited to, benches, picnic tables, planters and other related site furnishings available from the Supplier.
- 4) **Services** - The complete range of services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, and any other related services to provide customer support.
- 5) **Related Products** – Additional product lines including, but not limited to, shade structures and skate parks.

### 2.3 U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies 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.

#### 2.3.1 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”).

#### 2.3.2 Advisory Board

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

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

#### Current U.S. Communities Advisory Board Members

City of Charlotte/Mecklenburg County, 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 /Public Health Trust, FL
City and County of Denver, CO	City of San Antonio, TX
State of Georgia	San Diego Unified School District, CA
Fairfax County , VA	City of Seattle, WA
Harford County Public Schools, MD	Wichita Public Schools, KS
Hennepin County , MN	Great Valley School District, PA
North Carolina State University, NC	Emory University, GA
Salem-Keizer School District. OR	

### **2.3.3 Participating Public Agencies**

Today more than 40,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.4 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.

Charlotte-Mecklenburg 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.

### **2.3.4 Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Charlotte-Mecklenburg 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 is estimated to purchase more than \$125 Million Dollars of products and services from existing U.S. Communities contracts.

### **2.3.5 Marketing Support**

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

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

## 2.4 SUPPLIER QUALIFICATIONS FOR U.S. COMMUNITIES NATIONAL CONTRACT

### 2.4.1 Commitments

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

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, 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 Request for Proposal ("RFP") 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.
- (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 RFP 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 RFPs 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 RFP 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 RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP 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 Proposals 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 request for proposal or Request for Proposals;
    - (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.

**2.4.2 U.S. Communities Supplier Qualifications Worksheet.**

Suppliers must meet specific qualifications and must complete and submit this worksheet with their Proposal response.

**U.S. COMMUNITIES  
SUPPLIER QUALIFICATION WORKSHEET**

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 company to Participating Public Agencies nationally.  
YES\_\_\_ NO\_\_\_
- B. Does Supplier have the ability to provide service to Participating Public Agencies in all 50 U.S. states and the District of Columbia?  
YES\_\_\_ NO\_\_\_
- C. Does Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states and the District of Columbia?  
YES\_\_\_ NO\_\_\_
- D. Did Supplier have sales greater than \$50 million last year?  
YES\_\_\_ NO\_\_\_
- E. Does Supplier 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 contract?  
YES\_\_\_ NO\_\_\_
- G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?  
YES\_\_\_ NO\_\_\_
- H. Does Supplier 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 Supplier commit to the following program implementation schedule?  
YES\_\_\_ NO\_\_\_
- J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES\_\_\_ NO\_\_\_



**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 2**  
**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	

**2.4.3 U.S. Communities Administration Agreement**

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

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

**2.5 SUPPLIER INFORMATION**

Proposals must include all of the following information to be considered for contract award.

**2.5.1 Company**

1. A brief history and description of your company;
2. Total number and location of sales persons employed by your company;
3. Identify your company's authorized distributors and installers by U.S. State;
4. Number and location of distribution outlets (if applicable);
5. Number and location of support centers (if applicable);
6. Annual sales for 2007, 2008 and 2009. Sales reporting should be segmented into the following categories:
  - a) Cities
  - b) Counties
  - c) K12
  - d) Other Public Sector Agencies and 501 c (3) Corporations
  - e) Private Sector Sales
7. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

**2.5.2 Products**

1. Provide a description of the Products and Services to be provided by the major product category set forth in this document. 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 products and services to be provided your company;
3. Describe any special programs that your company offers that will improve customers' ability to access Products;
4. 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 Park and Playground Equipment, Surfacing Material, Site Furnishings and Associated Products and Services;

**2.5.3 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. State the amount of your company's state and local government sales for 2009. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.
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

## Section 2 Background and Overview

National Accounts Manager. Also provide the resume' for each person that will be dedicated full time to U.S. Communities account management.

### 2.5.4 Administration

1. Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation;
2. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing;
3. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information as reference(s);
4. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state;
5. 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;
6. Provide a list of any third party e-procurement services or portals that your company utilizes to facilitate public agency ordering and access.

### 2.5.5 **Financial Statements**

The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in their proposal response.

### 2.5.6 **Environmental**

1. Provide a brief description of any company environmental initiatives, including any green products and certifications to be available through your company.
2. What is your company's environmental strategy?
3. What is your investment in being an environmentally preferable product leader?
4. Do you have any resources dedicated to your environmental strategy? Please describe.
5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

**Section 3**  
**Solicitation Process and Instructions**

**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:

<b>DATE</b>	<b>EVENT</b>
March 19, 2010	<i>Issuance of RFP.</i> Charlotte-Mecklenburg issues this RFP.
March 29, 2010	<i>Request for Proposals Acknowledgement.</i> Suppliers who intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the fax number listed in Section 3.1.
March 29, 2010	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Suppliers are permitted to submit written questions, but only for purposes of clarifying this RFP. 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 3 p.m. on March 29, 2010.
March 30, 2010	<i>Pre-Proposal Conference.</i> All interested Suppliers are highly encouraged to attend.
April 9, 2010	<i>Submission of Written Questions After the Pre-Proposal Conference.</i>
April 22, 2010	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. on April 22, 2010, at the Procurement Services Division, CMGC 9 <sup>th</sup> Floor. All Proposals will be time-stamped upon receipt and held in a secure place until this date.
April 23, 2010 – May 6, 2010	<i>Evaluation of Proposals</i>
June 1, 2010	<i>Contract Award by Board of County Commissioners.</i>
September 17, 2010	<i>Contract effective date.</i> Supplier begins providing all Playground Equipment, Surfacing, Site Furnishings, Related Commodities and Services.

**3.1 Intent to Propose.**

Please acknowledge receipt of this RFP via facsimile by March 29, 2010 using the Request for Proposals Acknowledgement Form located in Section 7, Form One. Complete the form in its entirety advising the Charlotte-Mecklenburg of your firm's intention to submit or not submit a Proposal. Fax the completed and signed form to 704-632-8254, Attention: Karen Ruppe.

**3.2** A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the Project will be held on **March 30, 2010 at 9:00 a.m.**, at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, basement level conference room #267, Charlotte, North Carolina 28202. Please bring a copy of the RFP with you at that time.

## Section 3 Solicitation Process and Instructions

### 3.3 How to Submit Proposal Responses.

- (A) All Suppliers shall:
- Proposals are to be compatible with Charlotte-Mecklenburg's in-house office paper program and waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:
  - All Proposals 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 Proposals 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 proposals and copies should minimize or eliminate use of non-recyclable or non re-usable 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 submitted in a format that allows for easy removal and recycling.
- (B) Submit Proposal response in a sealed opaque envelope with the following information written on the outside of that envelope:
- (1) The Supplier's company name,
  - (2) The Request for Proposals number as indicated on the cover letter to the RFP document, and
  - (3) Identification of the equipment, supply and/or service for which the Proposal is submitted as indicated at the top of the cover letter to the Request for Proposals document.
- (C) Mail or Deliver one (1) bound original Proposal signed in ink by a company official authorized to make a legal and binding offer, ten (10) hard copies, and ten (10) electronic copies on CDs in a searchable format such as MS Word or Adobe Acrobat to the address listed below, to be received no later than **2:00 p.m. on Thursday, April 22, 2010**. The "original" Proposal and each of the ten (10) CD copies shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City.

Please be advised that the electronic copies on CD will not be accepted as the official original Proposal. **The original Proposal signed in ink by a company official must be submitted to be considered a responsive and valid Proposal.** Proposals 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

## Section 3 Solicitation Process and Instructions

Attn: Karen Ruppe

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

- (D) Proposals not received by the time and date specified in the Cover Letter of this Request for Proposals will not be opened or considered, unless the delay is a result of the negligence of the City, its agents, or assigns.**

### **3.4 Trade Secrets/Confidentiality.**

Upon receipt at the Procurement Services Division, your Proposal 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 Proposal opening, Charlotte-Mecklenburg’s Evaluation Committee, as well as other Charlotte Mecklenburg staff and members of the general public who submit public records requests will review the Proposal.

The public disclosure of the contents of each Supplier Proposal submitted in response to this RFP is governed by Chapter 132 and 66-152 et. seq. of the General Statutes of North Carolina. If any Proposal contains trade secret information as defined by Chapter 66-152 et. seq. of the General Statutes of North Carolina, such trade secret information should be specifically and clearly identified in accordance with this Section 3.3.

To properly designate material as trade secret under these circumstances, each Supplier must take the following precautions: (a) any trade secrets submitted by a Supplier should be submitted in a separate, sealed envelope marked **“Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,”** and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

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

In submitting a Proposal, each Supplier agrees that Charlotte-Mecklenburg may reveal any trade secret materials contained in such response to all Charlotte Mecklenburg staff and Charlotte Mecklenburg officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired by Charlotte-Mecklenburg to assist in the selection process.

### **3.5 Questions (Before and After Pre-Proposal Conference).**

Charlotte-Mecklenburg is committed to providing all prospective Suppliers with accurate and consistent information in order to ensure that no Supplier obtains an unfair competitive advantage. To this end, from the date of this Request For Proposal until the time of Proposal opening, no interpretation or clarification of the meaning of any part of this Request for Proposals will be made orally to any prospective Supplier. Requests for information or clarification of this Request for Proposals 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 Request for Proposals page and topic number. In order for questions to be answered at the pre-Proposal conference, they must be submitted by **3:00 p.m. on March 29, 2010.**

After the Pre-Proposal Conference, additional questions can be submitted no later than **12:00**

## Section 3 Solicitation Process and Instructions

noon on April 9, 2010. Any questions received after this deadline will not be acknowledged or answered.

**Karen Ruppe**  
**Procurement Services**  
**RFP # 269-2010-183**  
**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)**

Charlotte-Mecklenburg will post answers to questions posed by prospective Suppliers and/or general information concerning this Request for Proposals in the form of an addendum to the Request for Proposals on the Internet at [www.ips.state.nc.us](http://www.ips.state.nc.us). Request for Proposals information can be accessed at the website by searching for Proposal number 269-2010-183. **It is the responsibility of the prospective Supplier to check the website for any addenda issued for this Request for Proposals.** The City reserves the right to disqualify any prospective Supplier who contacts a City employee, or agent concerning this Request for Proposals, other than in accordance with this Section.

### **3.6 How to Submit an Objection.**

- (A) When a pre-proposal conference is scheduled, Suppliers should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled pre-Proposal conference.
- (B) When a pre-Proposal conference is not scheduled, Suppliers must submit objections in writing at least twenty-four (24) hours prior to the opening of the Proposal.
- (C) Except for objections raised at the pre-proposal conference, all objections must be 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 Supplier may have to the terms of this Request for Proposals, or anything that occurred in the Proposal process through the end of the pre-Proposal conference.

### **3.7 Binding Offer.**

Each Proposal shall constitute a firm offer that is binding for one hundred eighty (180) days from the date of the Proposal opening.

### **3.8 Exceptions to Request for Proposals.**

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

### **3.9 Errors in Proposals.**

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



## Section 3 Solicitation Process and Instructions

### 3.10 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.

Charlotte-Mecklenburg reserves the right to award a separate Charlotte-Mecklenburg only contract(s) to same or different supplier(s) awarded national Master Agreements through US Communities as deemed necessary to comply with relevant statutes, ordinances, rules and regulations that govern its procurement practices and meet the needs of Charlotte-Mecklenburg Park and Recreation.

### 3.11 Evaluation of Proposals

Charlotte-Mecklenburg will evaluate Proposals in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the minimum qualifications and offers the lowest priced Proposal 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 Supplier to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Supplier's proposal will be the primary source of information used in the evaluation process. Failure of any Supplier to submit information requested may result in the elimination of the Proposal from further evaluation.

Charlotte-Mecklenburg reserves the right to require Supplier interviews as determined necessary.

The Evaluation Team alone will determine the responsible Supplier(s) whose proposal 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 RFP;
- B. Ability to meet the performance requirements of this RFP;
- C. Experience, Background, Qualifications, Capability, Marketing, (including past performances, administration, management capabilities);
- D. Products and services offerings;
- E. Proposed Playgrounds per Section 5.15.4 – taking into consideration design, quality, durability, play value, and price;
- F. Pricing/discount/rebate schedules;
- G. Cost effectiveness and Value;
- H. Financial Qualifications;
- I. Company Environmental Initiatives;
- J. MWBE, and other factors specified in this Request for Proposals; and
- K. References

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

## **Section 3**

### **Solicitation Process and Instructions**

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

#### **3.12 Contract Award**

As soon as practical after receiving and evaluating the Proposals, a recommendation for contract(s) award will be submitted to the Board of County Commissioners (BOCC) for final approval. If approved by BOCC, the Procurement Services Division will provide Contract documents to the Vendor. In the event BOCC 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.

#### **3.13 Contract Term**

The contract term shall be for a period of five (5) years from the effective date of September 17, 2010. The Lead Public Agency at its option may extend the contract for two (2) additional one-year extensions if the Company and the Lead Public Agency mutually agree upon extensions and terms and conditions.

## Section 4 Specifications and Scope of Work

### 4.0 Intent of this RFP

The intent of this RFP is to award Mecklenburg County Contract(s) and U.S. Communities Master Agreement(s) to qualifying Product **manufacturers** demonstrating the best overall solutions which meets or exceeds the requirements of this RFP and the future various Playground Equipment, Surfacing, Site Furnishings, Related Commodities and Services needs of all Participating Public Agencies.

Participating Public Agencies may elect to utilize one or all of the subsequent Contracts at their discretion without further bidding, as allowed by individual PPA's state and/or local laws and policies.

### 4.1 Equipment Standards and Guidelines

It is essential that all park and playground equipment be in compliance with all CPSC, ADA, and ASTM Standards and other laws and requirements concerning playground equipment in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

#### 4.1.1 American Society for Testing and Materials (ASTM)

ASTM-F1487- 07a	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292	Standard Specification for Impact Attenuation of Surface Systems under and around Playground Equipment.
ASTM 1951	Method to Test Accessibility of Safety Surfacing for Playgrounds.

#### 4.1.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

#### 4.1.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: [www.ipema.org](http://www.ipema.org).

**All equipment must be IPEMA Certified. Certification must be included with your proposal submission.**

## Section 4 Specifications and Scope of Work

### 4.1.4 Americans with Disability Act Accessibility Guidelines (ADAAG)

Charlotte-Mecklenburg is committed to providing equipment designed to be used by and/or be accessible to mobility/limited or sight impaired individuals. To this end, manufacturers and or suppliers are required to follow the current ADAAG guidelines for accessible play areas. This includes, but is not limited to, the following:

- At least 50% of all elevated play components on a composite structure must be accessible.
- Accessible ground level play components must be provided in a number at least equal to 50% of the total number of elevated play components on the composite.
- At least one of each type of ground level components must be an accessible play component.
- A composite play unit with 1-19 play components must have a minimum of 50% of the elevated components accessible by means of a transfer system or ramp.
- A composite play unit with 20 or more play components must have a minimum of 50% of the accessible elevated play components accessible by a ramp. No more than 50% of the accessible elevated play components may be accessible by a transfer system. If 50% of the elevated play components are accessible by means of a ramp, a transfer system is not required (50% of the total elevated components must be accessible).
- Transfer platforms must have a level surface 14 inches minimum in depth and 24 inches minimum in width and be 11 inches to 18 inches maximum above the ground.
- Transfer steps are required to be the same minimum size as the transfer platform.
- The maximum height allowed for a transfer step is 8 inches.
- The reach range requirements for ages 5 through 12 (Grades K-5) are not more than 40 inches high and not lower than 18 inches. For ages 2 through 5 (pre-K), the reach ranges are not more than 36 inches high and not lower than 20 inches.
- Transfer supports and accessible play components as described in the proposed rule are required.

### 4.2 Environmental Initiatives

Each Manufacturer must provide documentation of their respective company's environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.5.6 of this RFP.

### 4.3 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 RFP and include, but will not be limited to, new Product added to the Manufacturer's catalog offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of Charlotte-Mecklenburg.

### 4.4 Replacement Parts.

Supplier must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

## **Section 4**

### **Specifications and Scope of Work**

#### **4.5 Playground Surfacing Material**

Materials must meet all guidelines stated in the Handbook for Public Playground Safety, and current ASTM-F1292 standard consumer safety specifications for impact attenuation of surface systems under and around playground equipment.

#### **4.6 Installation**

Playground Equipment requiring assembly and installation should be performed by the awarded manufacturers' certified installers. Supplier must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

#### **4.7 Design**

Suppliers must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Suppliers must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

#### **4.8 Safety**

All suppliers and installers or subcontractors performing services for the Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Supplier and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### **4.9 Literature and Catalogs**

The successful vendor will be required to furnish and/or update all price lists, catalogs, color charts and other literature as requested fifteen (15) days after notification of award.

#### **4.8 Warranty**

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Availability of replacement parts.
3. Life expectancy of equipment under normal use.
4. Detailed information as to proposed return policy on all equipment.

#### **4.9 Lead Time and Delivery**

1. Supplier must provide a two (2) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time,

## Section 4 Specifications and Scope of Work

on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.

3. The vendor will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The vendor will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The vendor shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

### **4.10 Optional Work**

Supplier will be required to provide quotations on a case-by-case basis for optional work such as, but not limited to, removal and reinstallation of playground equipment, and timbers and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

### **4.11 Material Specifications**

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

### **4.12 Additional Requirements**

The successful Suppliers may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

### **4.13 Performance Bond**

Successful Supplier(s) may be required to provide a performance bond as required by the Participating Public Agency for each project as required by local or state laws and policies.

### **4.14 Reports And Invoicing**

The successful Vendor(s) must maintain all records in compliance with federal and state regulations. A quarterly statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency.

4.14.1 Invoices will be submitted according to the specific requirements of each individual Participating Government Entities/Agencies.

4.14.2 Vendors supplying products or services under this agreement must be able to accept Procurement cards (P-cards) from participating governmental agencies.

### **4.15 Pricing**

**4.15.1** Suppliers must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a

## Section 4 Specifications and Scope of Work

verifiable list price for equipment, systems, parts, components, surfacing materials, site furnishings, and all other Products offered by the Supplier, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage, to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

**4.15.2 Volume Discounts:** Please include any volume discounts offered to Participating Public Agencies.

**4.15.3 Rebates:** Please include any rebates offered to Participating Public Agencies.

### **4.15.4 Product, Design and Price Comparison**

For comparison purposes, the Supplier must provide the following information for each of the five (5) sample playground designs included in Section 7, Form 3:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
  - Number of ground level components
  - Number of accessible ground level components
  - Number of elevated components
  - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

### **4.15.5 Installation**

Proposal responses must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Supplier must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

### **4.15.6 Shipping and Delivery**

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

1. Unless specifically stated otherwise in the “Shipping Program” included in the Supplier’s Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Supplier.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

## **Section 4**

### **Specifications and Scope of Work**

**4.16 Price Adjustments.**

All proposed pricing shall remain firm for the first term (one year) of the subsequent Contract (through September 17, 2011). Suppliers 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 Charlotte-Mecklenburg Procurement Services Division along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Supplier for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

**4.17 References.**

Proposals must include a minimum of three (3) customer references that Supplier has provided products and services similar to those outlined in this RFP.



**Section 5  
Proposal Format**

**5. Proposal format.**

Charlotte-Mecklenburg desires all Proposals to be identical in format in order to facilitate comparison. While Charlotte-Mecklenburg’s format may represent departure from the Supplier’s preference, Charlotte-Mecklenburg requires strict adherence to the format. The Proposal will be in the format described below:

Tab Number	Item Description	Included (Check)
1	Cover letter per Section 5.1.1	
2	Executive Summary per Section 5.1.2	
3	Supplier Worksheets per section 2.4.2	
4	All Supplier Company information per section 2.5.1,	
5	All Supplier Product information per section 2.5.2	
6	All Supplier Marketing information per section 2.5.3	
7	All Supplier Administration information per section 2.5.4	
8	Supplier Financial Statements per section 2.5.5	
9	Supplier Environmental information per section 2.5.6	
10	Pricing Schedules (per section 4.15.1 through 4.15.6);	
11	Proposed Solution that addresses all requirements of Section 4 (4.1 through 4.16)	
12	Warranties (all products and services per section 4.8)	
13	The “Addenda Receipt Confirmation” set forth in Section 7, Form Two;	
14	The “Proposal Submission” set forth in Section 7, Form Three	
15	Proposed Solutions and Pricing for Sample Playgrounds (Section 7, Form Four)	
16	The “MWBE Compliance” set forth in Section 7, Form Five	
17	U.S. Communities Administration Agreement (signed, unaltered) set forth as Exhibit B	
18	Value Added Services	
19	Exceptions to the RFP per Section 3.8	
20	See Insurance Requirements in Section 6.11 and indicate if your Company can comply with these requirements	
21	References per Section 4.17	

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

## Section 5 Proposal Format

- All Proposals 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 Proposals 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 proposals and copies should minimize or eliminate use of non-recyclable or non re-usable 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

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

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

### 5.1 Proposal Content.

#### 5.1.1 Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Supplier. The cover letter shall provide the name, address, telephone and facsimile numbers of the Supplier along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the Charlotte-Mecklenburg. The cover letter shall present the Supplier'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.

#### 5.1.2 Executive Summary.

The Supplier shall submit an executive summary, which outlines its Proposal, 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 Proposal, which make it superior or unique in addressing the needs of the Charlotte-Mecklenburg.

#### 5.1.3 Required Forms.

To be deemed responsive to this RFP, Suppliers must complete in detail, all Proposal Forms included in Section 7.

#### 5.1.4 Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 3.8 of this RFP. If exceptions are not identified in your Proposal they may not be considered during

**Section 5**  
**Proposal Format**

Contract negotiation and could result in Proposal being rejected from further consideration. If legal council needs to review the Charlotte-Mecklenburg Contract requirements prior to signature, reviews must be completed before your Proposal is submitted.

**Section 6**  
**Charlotte-Mecklenburg Contracting Requirements**

**6.0 Charlotte-Mecklenburg Contracting Requirements.**

Charlotte-Mecklenburg will enter into an Agreement with the successful Supplier that contains the terms and conditions set forth in this Section. Each Supplier must state specifically in its Proposal any exceptions to the terms and conditions included in this Section, and any proposed additional terms or conditions deemed important by the Supplier. Charlotte-Mecklenburg will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Supplier does not specifically object to will be incorporated into the resultant Agreement. Notwithstanding the foregoing, Charlotte-Mecklenburg reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in Charlotte-Mecklenburg's best interest to do so.

The terms and conditions set forth in this section are not all inclusive. Charlotte-Mecklenburg will propose additional terms and conditions based on the responses to this RFP and Charlotte-Mecklenburg's analysis of the successful Supplier's proposal.

As used in this Section of the RFP, the term "Agreement" shall refer to the Contract entered into between Charlotte-Mecklenburg and the successful Suppliers, and the term "Company" shall refer to the successful Suppliers.

**6.1 General Warranties.**

Company represents and warrants that:

- 6.1.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation and is qualified to do business in North Carolina;
- 6.1.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 6.1.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 6.1.4 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 Agreement;
- 6.1.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 6.1.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

**6.2 Additional Representations and Warranties.**

Company represents warrants and covenants that:

- 6.2.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 6.2.2 All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet industry accepted standards, and shall be performed in a

**Section 6**  
**Charlotte-Mecklenburg Contracting Requirements**

professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

- 6.2.3 Neither the Services, nor any software or hardware provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 6.2.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

**6.3 Termination.**

6.3.1 Termination Without Cause.

Charlotte-Mecklenburg may terminate this Agreement at any time without cause by giving sixty (60) days prior written notice to the Company.

6.3.2 Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate this Agreement 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 Agreement, provided that, unless otherwise stated in this Agreement, 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 Agreement 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 Agreement 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 shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

6.3.3 Additional Grounds for Default Termination by the Charlotte-Mecklenburg.

By giving written notice to the Company, Charlotte-Mecklenburg may also terminate this Agreement 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):

## **Section 6**

### **Charlotte-Mecklenburg Contracting Requirements**

- (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
  - (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.
- 6.3.4 Obligations Upon Expiration or Termination.**  
Upon expiration or termination of this Agreement, the Company shall promptly (a) return to Charlotte-Mecklenburg all computer programs, files, files in storage, documentation, data, media, related material and any other material and equipment that is owned by Charlotte-Mecklenburg; and (b) allow Charlotte-Mecklenburg or a new Suppliers access to the systems, software, infrastructure, or processes of the Company that are necessary to complete development of the System. The return of files in storage will be at no cost to Charlotte-Mecklenburg for the return of any and all files and documents in storage by the Suppliers. The expiration or termination of this Agreement shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Confidentiality and Non-Disclosure Agreement.
- 6.3.5 No Suspension.**  
In the event that Charlotte-Mecklenburg disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the Services unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 6.3.6 Cancellation of Orders and Subcontracts.**  
In the event this Agreement is terminated by Charlotte-Mecklenburg for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to Charlotte-Mecklenburg showing in detail the services performed under this Agreement to the date of termination.
- 6.3.7 Authority to Terminate.**  
The Mecklenburg County Manager or Mecklenburg County Manager's Designee is authorized to terminate this Agreement on behalf of Charlotte-Mecklenburg.
- 6.3.8 No Effect on Taxes, Fees, Charges, or Reports.**  
Any termination of this Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to Charlotte-Mecklenburg, nor relieve the Company of the obligation to file any daily,

**Section 6**  
**Charlotte-Mecklenburg Contracting Requirements**

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.

**6.3.9 Other Remedies.**

Upon termination of this Agreement, 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 remedies.

**6.4 Transition Services Upon Termination.**

Upon termination or expiration of this Agreement, the Company shall cooperate with Charlotte-Mecklenburg to assist with the orderly transfer of the Services, functions and operations provided by the Company hereunder to another provider or to Charlotte-Mecklenburg as determined by Charlotte-Mecklenburg in its sole discretion. Prior to termination or expiration of this Agreement, Charlotte-Mecklenburg may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to migrate the work of the Company to another provider or to Charlotte-Mecklenburg itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- (a) Pre-Migration Services.
  - i. Working with Charlotte-Mecklenburg to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
  - ii. Notifying all affected Agencies and subcontractors of the Company.
- (b) Migration Services.
  - i. Performing the Transition Service Plan activities.
- (c) Throughout Process and Post-Migration Services.
  - i. Answering questions regarding the Services on an as-needed basis; and
  - ii. Providing such other reasonable services needed to effectuate an orderly transition to a new Company.

**6.5 Audit.**

During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, Charlotte-Mecklenburg shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement, including but not limited to the terms of this Section 7.

**6.6 Company Will Not Sell or Disclose Data.**

The Company will treat as Confidential Information all data provided by Charlotte-Mecklenburg in connection with this Agreement. County data processed by the Company shall remain the exclusive property of Charlotte-Mecklenburg. The Company will not

**Section 6**  
**Charlotte-Mecklenburg Contracting Requirements**

reproduce, copy, duplicate, disclose, or in any way treat the data supplied by Charlotte-Mecklenburg in any manner except that contemplated by this Agreement.

**6.7 Work on County's Premises.**

The Company will ensure that its employees and agents shall, whenever on Charlotte-Mecklenburg's premises, obey all instructions and directions issued by Charlotte-Mecklenburg's Project Manager with respect to work on Charlotte-Mecklenburg's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of Charlotte-Mecklenburg when on Charlotte-Mecklenburg's premises.

**6.8 Relationship of the Parties.**

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Company shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractors. All personnel supplied by Company subcontractors shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

**6.9 Indemnification.**

The Company shall indemnify, defend and hold harmless Charlotte-Mecklenburg and Charlotte-Mecklenburg's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

- 6.9.1 any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- 6.9.2 any act(s) of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), 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;
- 6.9.3 any acts or omissions of the Company with respect to the Services or any of the products or services provided by the Company under this Agreement (or any allegations of any of the foregoing);
- 6.9.4 any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under this Agreement.



**Section 6**  
**Charlotte-Mecklenburg Contracting Requirements**

If an Infringement Claim occurs, the Company shall either: (i) procure for Charlotte-Mecklenburg 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 Services or any component thereof shall not be adversely affected by such replacement or modification.

**6.10 Subcontracting.**

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations, which it is required to perform under this Agreement. Any subcontract entered into by Company shall name Charlotte-Mecklenburg as a third party beneficiary.

**6.11 Insurance.**

The Company shall obtain and maintain during the life of the Agreement, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following types of insurance:

6.11.1 Automobile Liability.

Successful Suppliers shall be required to provide proof of 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.

6.11.2 Commercial General Liability.

Successful Suppliers shall be required to provide proof of bodily injury and property damage liability as shall protect the contractor and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of services described in this RFP whether such operations are performed by contractor, any sub-contractor or any one 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/completed operations, personal injury liability and contractual liability assumed under the indemnity provision in Section 5.22 of this RFP.

Charlotte-Mecklenburg shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract.

6.11.3 Worker's Compensation and Employers Liability.

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 employers and owners.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance

## Section 6

### Charlotte-Mecklenburg Contracting Requirements

and Charlotte-Mecklenburg has approved proof of such insurance. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

- 6.11.4 Other Insurance Requirements.  
Charlotte-Mecklenburg shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 6.11.5 Charlotte-Mecklenburg shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by Charlotte-Mecklenburg for all loss or damages arising from the Company operations under this agreement.
- 6.11.6 Certificates of such insurance will be furnished to Charlotte-Mecklenburg and shall contain the provision that Charlotte-Mecklenburg be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company.
- 6.11.7 Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.
- 6.11.8 If any part of the work under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the Suppliers will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

#### **6.12 Drug-Free Workplace.**

Charlotte-Mecklenburg is a drug-free workplace employer. The Mecklenburg County Board of Commissioners has also adopted a policy requiring County Suppliers to provide a drug-free workplace in the performance of any County contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 6.12.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 6.12.2 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

**Section 6**  
**Charlotte-Mecklenburg Contracting Requirements**

employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- 6.12.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 6.12.4 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;
- 6.12.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 6.12.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.

**6.13 Miscellaneous.**

- 6.13.1 Entire Agreement.  
This Agreement and the Contract Documents, including all Exhibits, and Attachments, all of which are hereby incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 6.13.2 Amendment.  
No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
- 6.13.3 Governing Law and Jurisdiction.  
The parties acknowledge that this Agreement is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles).
- 6.13.4 The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said 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.
- 6.13.5 Binding Nature and Assignment.  
This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

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**Charlotte-Mecklenburg Contracting Requirements**

6.13.6 County Not Liable for Delays.

It is agreed that Charlotte-Mecklenburg shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of Charlotte-Mecklenburg or any other party hereunder.

6.13.7 Force Majeure.

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

- (a) if such failure or delay:
  - i. could not have been prevented by reasonable precaution;
  - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
  - iii. 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 which 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 Suppliers 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 Suppliers continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- (c) Upon the occurrence of a Force Majeure Event, the Suppliers shall immediately notify Charlotte-Mecklenburg by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Suppliers from performing its obligations for more than five (5) days, Charlotte-Mecklenburg shall have the right to terminate this Agreement by written notice to the Suppliers.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Suppliers from the performance of its obligations under this Agreement.

6.13.8 Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement 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

## Section 6

### Charlotte-Mecklenburg Contracting Requirements

this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

#### 6.13.9 Approvals.

All approvals or consents required under this Agreement must be in writing.

#### 6.13.10 Waiver.

No delay or omission by either party to exercise any right or power it has under this Agreement 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 Agreement 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 Agreement shall be effective unless in writing and signed by the party waiving the rights.

#### 6.13.11 Survival of Provisions.

Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement, including but not limited to all definitions and, a list of surviving Sections which will be included in the final Contract.

#### 6.13.12 Interests of the Parties.

The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

#### 6.13.13 Change in Control.

In the event of a change in "Control" of the Company (as defined below), Charlotte-Mecklenburg shall have the option of terminating this Agreement for default by written notice to the Company. The Company shall notify Charlotte-Mecklenburg within ten (10) days after it becomes aware that a change in Control will occur. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either:

- a. 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 Company; or
- b. the power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by contract or otherwise.

#### 6.13.14 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. Company further agrees that it will at all times during the term of this Agreement 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.

**Section 6**  
**Charlotte-Mecklenburg Contracting Requirements**

6.13.15 Taxes.

The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.

6.13.16 Non-Appropriation of Funds.

If Mecklenburg County does not appropriate the funding needed to make payments under this Agreement for a given fiscal year, Mecklenburg County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Mecklenburg County will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by Mecklenburg County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

- 6.14 Contract Monitoring:** Procurement Services Division shall have the right to audit the company's compliance with the terms and conditions of this Agreement at such times as the Lead Public Agency deems appropriate. The successful vendor shall develop an action plan to correct any contract deficiency identified during these compliance audits, and submit with their proposal response.

**REQUIRED FORM 1 - REQUEST FOR PROPOSALS ACKNOWLEDGEMENT**

The Supplier hereby certifies receipt of the Request for Proposals for Charlotte-Mecklenburg, North Carolina RFP #269-2010-183, Playground Equipment, Surfacing, Site Furnishings, Related Commodities and Services. This form should be completed upon receipt of Charlotte-Mecklenburg's Request for Proposals and submitted via fax or e-mail in time for the Charlotte-Mecklenburg to receive it by or before **March 29, 2010**. Please fax or e-mail the completed Request for Proposals 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)

---

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-Proposal Conference and plan on submitting a Proposal**

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

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

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

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

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

\_\_\_\_\_

**REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION**

RFP #269-2010-183

Playground Equipment, Surfacing, Site Furnishings, Related Commodities and Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to [www.ips.state.nc.us](http://www.ips.state.nc.us).

**ADDENDUM #:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE ADDENDUM  
DOWNLOADED FROM NC IPS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that this proposal complies with the General and Specific Specifications and conditions issued by the Charlotte-Mecklenburg except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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



**REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM**

RFP #269-2010-183

Playground Equipment, Surfacing, Site Furnishings, Related Commodities and Services

This Proposal is submitted by:

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

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

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

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

\_\_\_\_\_

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

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

(Area Code) Telephone Number

Facsimile: \_\_\_\_\_

(Area Code) Fax Number

**It is understood by the Supplier that Charlotte-Mecklenburg reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of Charlotte-Mecklenburg , to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

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

**Pricing Proposal**

Regardless of exceptions taken, Suppliers shall provide pricing based on the requirements and terms set forth in this RFP. The pricing proposal shall include manufacturer's catalogs, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply of the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar. Please use additional sheets as necessary.

1. Please provide your verifiable price list(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Please provide your percentage discount off retail price for all products included in the verifiable price lists above.  
Percentage: \_\_\_\_\_
  
3. Supplier must provide the following for each of the five (5) sample playground designs included:
  - 1) 3 dimensional Drawings
  - 2) Number of kids that can use the playground;
  - 3) Total number of play components:
    - a. Number of ground level components
    - b. Number of accessible ground level components
    - c. Number of elevated components
    - d. Number of accessible elevated components
  
  - 4) Play Structure Size
  - 5) Deck Sizes
  - 6) Itemized costs using proposed discounts and list prices to include, but not limited to:
    - a) Each Structure and Component
    - b) Design Services
    - c) Surfacing
    - d) Freight and Delivery
    - e) Installation
    - f) Any other products or services that is associated with this sample.
  
  - 7) Diameter of Uprights
  - 8) Color options
  - 9) Minimum time needed from date of design to delivery of equipment

**Design 1**

Age range: 2 – 12 year olds  
Site Dimensions: 34 ft x 50 ft.  
Ship to Zip Code: 28217 (Charlotte, NC)  
Budget: \$51,000 (must include freight, installation and all costs)  
Minimum Components: Two slides, with one being 4’ or less and one being 8’ tall;  
Two or more upper body pieces of equipment;  
Swings (2 regular swings, 1 baby seat, and 1 accessible);  
Multi-use Climbers  
Engineered Wood Fiber Surfacing

**Design 2**

Age range: 2-5 year olds (Tot Playground)  
Site Dimensions: 1,088 Square Ft  
Ship to Zip Code: 95101 (San Jose, CA)  
Budget: \$25,000 (must include freight, installation and all costs)  
Minimum Components: One (1) play structure  
One (1) Tot Swing set  
Ground based play elements

**Design 3**

Age range: 5 – 12 year olds  
Site Dimensions: 70 ft x 95 ft  
Ship to Zip Code: 79901 (El Paso, TX)  
Budget: \$120,000 (must include freight, installation and all costs)  
Minimum Components: Playground will be serving a community with physical disabilities children. The design needs to be universally accessible.  
Modular Play unit with 12 play stations  
Modular Play unit with 15 – 20 play stations  
Two (2) 8ft picnic tables wooden  
One (1) bench swing 6 ft  
Three (3) trash receptacles  
  
Bonded rubber fall surface to include granite screening and geo fabric.  
Matching rubber curbing shall border the poured in place rubber surfacing. Rubber tiles shall be placed under the swing set and bounded rubber poured to adhere to the tiles.

**Design 4**

Age range: 5 – 12 year olds  
Site Dimensions: 45 ft x 60 ft  
Ship to Zip Code: 64153 (Kansas City, MO)  
Budget: \$85,000 (must include freight, installation and all costs)  
Minimum Components: Train or Fire Dept them is desired.  
Equipment should include roofs,  
Activities providing physical and creative play

Swings – arch design (belt seat, tot seat, tire)  
Spring Riders  
Various climbing components attached to structure and/or  
rock climbers  
Tunnels or crawl tubes  
Slides – design should include dual spiral connected by an  
elevated walkway.  
Mats for slide exits, under swings and other areas as  
necessary and plastic border timbers.  
No Surfacing.

**Design 5**

Age range:

5 – 12 year olds

Site Dimensions:

70 ft x 95 ft

Ship to Zip Code:

33130 (Miami, FL)

Budget:

\$120,000 (must include freight, installation and all costs)

Minimum Components

**Play System made with recycled plastic from post  
consumer waste materials to include the following:**

One (1) Transfer Station

Two (2) Slides (tube, double, single or spiral)

One (1) crawl tube

Four (4) Climbers

Two (2) play/hands-on panels

Five (5) Decks

One (1) Bridge

One (1) Bouncing or multi-rider

One (1) Sound Activity

Play system shall one (1) overhead canopy or roof platform

Minimum of 12' compacted safety surfacing.

**M/W/SBE COMPLIANCE**

**M/W/SBE PROGRAM COMPLIANCE IN THE PURCHASE OF COMMODITIES AND SERVICES:** The aspirational goals for M/W/SBE participation on this project are set at 5% for all minority groups inclusive, 3% WBE and 0% SBE\*. Set goals are based on Mecklenburg County's portion only.

\*Note: M/W/SBE groups are defined as follows: BBE: Black Business Enterprise; NBE: Native American Business Enterprise; ABE: Asian Business Enterprise; HBE: Hispanic Business Enterprise; WBE: Women Business Enterprise; and SBE: Small Business Enterprise.

Do you customarily subcontract portions of your Contracts and projects with Charlotte-Mecklenburg?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Do you intend to subcontract portions of this Contract?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

List any services in this proposal for which you could seek quotes from minority/women owned or small businesses.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**M/W/SBE UTILIZATION COMMITMENT**

We, \_\_\_\_\_, do certify that on  
(Supplier)

\_\_\_\_\_ (Project) \_\_\_\_\_ (Contract Amount)

We will expend a minimum of \_\_\_\_\_% of the total dollar amount of the Contract with Minority Business Enterprises, \_\_\_\_\_% with Women's Business Enterprises and \_\_\_\_\_% with Small Business Enterprises.

Name of Company	BBE NBE ABE HBE WBE SBE	Description of Work	Dollar Value

Section 7  
Required Forms- Form Five

A list of County certified M/W/SBE bidders available to offer quotes and prices as subcontractors is available on the Internet at <http://smallbiz.charmeck.org>. If you need additional firms, which offer other services, or if you have any questions concerning the M/W/SBE provision, contact the M/W/SBE office at 704-432-4504.

Charlotte-Mecklenburg reserves the right to request verification of these payments.

Charlotte-Mecklenburg's Minority, Women, & Small Business Enterprise Program (revised June 15, 2005) is hereby incorporated into these Specifications by reference.

The undersigned hereby certifies that the bidder has read the terms of this compliance and is authorized to bind the firm to the information herein set forth.

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name, Title and Signature

\_\_\_\_\_  
Proposed Product or Service

\_\_\_\_\_  
Total Dollar Amount Bid

## Exhibit A

### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

#### **RECITALS**

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

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

WHEREAS, the parties desire to comply with the requirements and formalities of 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 the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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

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

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

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

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

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

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

### **ARTICLE I**

#### **GENERAL TERMS AND CONDITIONS**

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



1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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

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

## **ARTICLE II**

### **TERM OF AGREEMENT**

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

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS**

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

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of 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 request for proposal (“RFP”) or Request for Proposals (“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.

(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 RFP 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 RFPs 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 RFP 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 RFP or ITB with pricing

that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP 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 Proposals 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 request for proposal or Request for Proposals;
- (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.

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 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 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 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. In the event of any dispute concerning the validity, interpretation, enforcement or breach of this Agreement, U.S. Communities and Supplier (each a "Party" and collectively, the "Parties") unconditionally and irrevocably agree that the dispute will be resolved by arbitration (and accordingly they hereby consent to personal jurisdiction over them) in the City of Walnut Creek, Charlotte Mecklenburg of Contra Costa, or such other venue as agreed upon by the Parties, in accordance with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing Party will be entitled to recover its attorneys' fees and arbitration costs from the other Party. The Parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

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.

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 aProposale 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:

\_\_\_\_\_

By \_\_\_\_\_

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

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

EXHIBIT C

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	89518987	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												

**Exhibit D**

**State Notice Addendum**

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

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**Other states:**

**Cities, Towns, Villages and Boroughs**

**No. Cities, Towns, Villages and Boroughs in Oregon**

- 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 GRESHAM  
38 CITY OF HAPPY VALLEY  
39 CITY OF HILLSBORO  
40 CITY OF HOOD RIVER  
41 CITY OF JOHN DAY  
42 CITY OF KLAMATH FALLS  
43 CITY OF LA GRANDE  
44 CITY OF LAKE OSWEGO  
45 CITY OF LAKESIDE  
46 CITY OF LEBANON  
47 CITY OF MALIN  
48 CITY OF MCMINNVILLE  
49 CITY OF MEDFORD  
50 CITY OF MILL CITY  
51 CITY OF MILLERSBURG  
52 CITY OF MILWAUKIE  
53 CITY OF MORO  
54 CITY OF MOSIER  
55 CITY OF NEWBERG  
56 CITY OF NORTH PLAINS  
57 CITY OF OREGON CITY  
58 CITY OF PHOENIX  
59 CITY OF PILOT ROCK  
60 CITY OF PORT ORFORD  
61 CITY OF PORTLAND  
62 CITY OF POWERS  
63 CITY OF REDMOND  
64 CITY OF REEDSPORT  
65 CITY OF RIDDLE  
66 CITY OF SALEM  
67 CITY OF SANDY  
68 CITY OF SANDY  
69 CITY OF SCAPPOOSE  
70 CITY OF SEASIDE  
71 CITY OF SHADY COVE  
72 CITY OF SHERWOOD  
73 CITY OF SPRINGFIELD  
74 CITY OF ST. PAUL  
75 CITY OF STAYTON  
76 CITY OF TIGARD, OREGON  
77 CITY OF TUALATIN, OREGON  
78 CITY OF WARRENTON  
79 CITY OF WEST LINN/PARKS  
80 CITY OF WILSONVILLE  
81 CITY OF WINSTON  
82 CITY OF WOOD VILLAGE  
83 CITY OF WOODBURN  
84 CITY OF YACHATS

- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

**No. Counties and Parishes**

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 4 CLATSOP COUNTY
- 5 COLUMBIA COUNTY, OREGON
- 6 COOS COUNTY HIGHWAY DEPARTMENT
- 7 CROOK COUNTY ROAD DEPARTMENT
- 8 CURRY COUNTY OREGON
- 9 DESCHUTES COUNTY
- 10 DOUGLAS COUNTY
- 11 GILLIAM COUNTY
- 12 GILLIAM COUNTY OREGON
- 13 GRANT COUNTY, OREGON
- 14 HARNEY COUNTY SHERIFFS OFFICE
- 15 HOOD RIVER COUNTY
- 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
- 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
- 18 JEFFERSON COUNTY
- 19 KLAMATH COUNTY VETERANS SERVICE OFFICE
- 20 LAKE COUNTY
- 21 LANE COUNTY
- 22 LINCOLN COUNTY
- 23 LINN COUNTY
- 24 MARION COUNTY , SALEM, OREGON
- 25 MORROW COUNTY
- 26 MULTNOMAH COUNTY
- 27 MULTNOMAH COUNTY
- 28 MULTNOMAH LAW LIBRARY
- 29 NAMI LANE COUNTY
- 30 POLK COUNTY
- 31 SHERMAN COUNTY
- 32 UMATILLA COUNTY, OREGON

- 33 UNION COUNTY
- 34 WALLOWA COUNTY
- 35 WASCO COUNTY
- 36 WASHINGTON COUNTY
- 37 YAMHILL COUNTY
- 1 BOARD OF WATER SUPPLY
- 2 COUNTY OF HAWAII
- 3 MAUI COUNTY COUNCIL

**No. Higher Education**

- 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
- 1 ARGOSY UNIVERSITY
- 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
- 3 COLLEGE OF THE MARSHALL ISLANDS
- 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
- 5 UNIVERSITY OF HAWAII AT MANOA

**No. K - 12**

- 1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
- 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
- 3 BAKER SCHOOL DISTRICT 5-J
- 4 BANDON SCHOOL DISTRICT
- 5 BANKS SCHOOL DISTRICT



6 BEAVERTON SCHOOL DISTRICT  
7 BEND / LA PINE SCHOOL DISTRICT  
8 BEND-LA PINE SCHOOL DISTRICT  
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
10 CANBY SCHOOL DISTRICT  
11 CANYONVILLE CHRISTIAN ACADEMY  
12 CASCADE SCHOOL DISTRICT  
13 CASCADES ACADEMY OF CENTRAL OREGON  
14 CENTENNIAL SCHOOL DISTRICT  
15 CENTRAL CATHOLIC HIGH SCHOOL  
16 CENTRAL POINT SCHOOL DISTRICT NO. 6  
17 CENTRAL SCHOOL DISTRICT 13J  
18 CLACKAMAS EDUCATION SERVICE DISTRICT  
19 COOS BAY SCHOOL DISTRICT  
20 COOS BAY SCHOOL DISTRICT NO.9  
21 COQUILLE SCHOOL DISTRICT 8  
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
23 CRESWELL SCHOOL DISTRICT  
24 CROSSROADS CHRISTIAN SCHOOL  
25 CULVER SCHOOL DISTRICT NO.  
26 DALLAS SCHOOL DISTRICT NO. 2  
27 DAVID DOUGLAS SCHOOL DISTRICT  
28 DAYTON SCHOOL DISTRICT NO.8  
29 DE LA SALLE N CATHOLIC HS  
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD  
31 DOUGLAS COUNTY SCHOOL DISTRICT 116  
32 DOUGLAS EDUCATION SERVICE DISTRICT  
33 DUFUR SCHOOL DISTRICT NO.29  
34 ELKTON SCHOOL DISTRICT NO.34  
35 ESTACADA SCHOOL DISTRICT NO.108  
36 FOREST GROVE SCHOOL DISTRICT  
37 GASTON SCHOOL DISTRICT 511J  
38 GEN CONF OF SDA CHURCH WESTERN OR  
39 GLADSTONE SCHOOL DISTRICT  
40 GLENDALE SCHOOL DISTRICT  
41 GLIDE SCHOOL DISTRICT NO.12  
42 GRANTS PASS SCHOOL DISTRICT 7  
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
44 GRESHAM-BARLOW SCHOOL DISTRICT  
45 HARNEY COUNTY SCHOOL DIST. NO.3  
46 HARNEY EDUCATION SERVICE DISTRICT  
47 HEAD START OF LANE COUNTY  
48 HERITAGE CHRISTIAN SCHOOL  
49 HIGH DESERT EDUCATION SERVICE DISTRICT  
50 HOOD RIVER COUNTY SCHOOL DISTRICT  
51 JACKSON CO SCHOOL DIST NO.9  
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
53 JEFFERSON SCHOOL DISTRICT  
54 KLAMATH FALLS CITY SCHOOLS  
55 LA GRANDE SCHOOL DISTRICT  
56 LAKE OSWEGO SCHOOL DISTRICT 7J  
57 LANE COUNTY SCHOOL DISTRICT 4J  
58 LANE COUNTY SCHOOL DISTRICT 69  
59 LEBANON COMMUNITY SCHOOLS NO.9

60 LINCOLN COUNTY SCHOOL DISTRICT  
61 LINN CO. SCHOOL DIST. 95C - SCIO SD  
62 LOST RIVER JR/SR HIGH SCHOOL  
63 LOWELL SCHOOL DISTRICT NO.71  
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES  
65 MCMINNVILLE SCHOOL DISTRICT NO.40  
66 MEDFORD SCHOOL DISTRICT 549C  
67 MITCH CHARTER SCHOOL  
68 MOLALLA RIVER ACADEMY  
69 MOLALLA RIVER SCHOOL DISTRICT NO.35  
70 MONROE SCHOOL DISTRICT NO.1J  
71 MORROW COUNTY SCHOOL DISTRICT  
72 MT. ANGEL SCHOOL DISTRICT NO.91  
73 MT.SCOTT LEARNING CENTERS  
74 MULTISENSORY LEARNING ACADEMY  
75 MULTNOMAH EDUCATION SERVICE DISTRICT  
76 MYRTLE POINT SCHOOL DISTRICT NO.41  
77 NEAH-KAH-NIE DISTRICT NO.56  
78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
79 NOBEL LEARNING COMMUNITIES  
80 NORTH BEND SCHOOL DISTRICT 13  
81 NORTH CLACKAMAS SCHOOL DISTRICT  
82 NORTH SANTIAM SCHOOL DISTRICT 29J  
83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH  
84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
85 NYSSA SCHOOL DISTRICT NO. 26  
86 ONTARIO MIDDLE SCHOOL  
87 OREGON TRAIL SCHOOL DISTRICT NO.46  
88 OUR LADY OF THE LAKE SCHOOL  
89 PHILOMATH SCHOOL DISTRICT  
90 PHOENIX-TALENT SCHOOL DISTRICT NO.4  
91 PORTLAND ADVENTIST ACADEMY  
92 PORTLAND JEWISH ACADEMY  
93 PORTLAND PUBLIC SCHOOLS  
94 RAINIER SCHOOL DISTRICT  
95 REDMOND SCHOOL DISTRICT  
96 REEDSPORT SCHOOL DISTRICT  
97 REYNOLDS SCHOOL DISTRICT  
98 ROGUE RIVER SCHOOL DISTRICT NO.35  
99 ROSEBURG PUBLIC SCHOOLS  
100 SALEM-KEIZER PUBLIC SCHOOLS  
101 SCAPPOOSE SCHOOL DISTRICT 1J  
102 SEASIDE SCHOOL DISTRICT 10  
103 SEVEN PEAKS SCHOOL  
104 SHERWOOD SCHOOL DISTRICT 88J  
105 SILVER FALLS SCHOOL DISTRICT  
106 SIUSLAW SCHOOL DISTRICT  
107 SOUTH COAST EDUCATION SERVICE DISTRICT  
108 SOUTH LANE SCHOOL DISTRICT 45J3  
109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
110 SOUTHWEST CHARTER SCHOOL  
111 SPRINGFIELD SCHOOL DISTRICT NO.19  
112 STANFIELD SCHOOL DISTRICT  
113 SWEET HOME SCHOOL DISTRICT NO.55

- 114 THE CATLIN GABEL SCHOOL
- 115 TIGARD-TUALATIN SCHOOL DISTRICT
- 116 UMATILLA-MORROW ESD
- 117 VERNONIA SCHOOL DISTRICT 47J
- 118 WEST HILLS COMMUNITY CHURCH
- 119 WEST LINN WILSONVILLE SCHOOL DISTRICT
- 120 WHITEAKER MONTESSORI SCHOOL
- 121 YONCALLA SCHOOL DISTRICT NO.32
- 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

**No. Nonprofit & Other**

- 1 211INFO
- 2 ACUMENTRA HEALTH
- 3 ADDICTIONS RECOVERY CENTER, INC
- 4 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
- 5 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
- 6 ALZHEIMERS NETWORK OF OREGON
- 7 ASHLAND COMMUNITY HOSPITAL
- 8 ATHENA LIBRARY FRIENDS ASSOCIATION
- 9 BARLOW YOUTH FOOTBALL
- 10 BAY AREA FIRST STEP, INC.
- 11 BENTON HOSPICE SERVICE
- 12 BETHEL CHURCH OF GOD
- 13 BIRCH COMMUNITY SERVICES, INC.
- 14 BLACHLY LANE ELECTRIC COOPERATIVE
- 15 BLIND ENTERPRISES OF OREGON
- 16 BONNEVILLE ENVIRONMENTAL FOUNDATION
- 17 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
- 18 BROAD BASE PROGRAMS INC.
- 19 CANBY FOURSQUARE CHURCH
- 20 CANCER CARE RESOURCES
- 21 CASCADIA BEHAVIORAL HEALTHCARE
- 22 CASCADIA REGION GREEN BUILDING COUNCIL
- 23 CATHOLIC CHARITIES
- 24 CATHOLIC COMMUNITY SERVICES
- 25 CENTER FOR RESEARCH TO PRACTICE
- 26 CENTRAL BIBLE CHURCH
- 27 CENTRAL CITY CONCERN
- 28 CENTRAL DOUGLAS COUNTY FAMILY YMCA
- 29 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
- 30 CHILDPEACE MONTESSORI
- 31 CITY BIBLE CHURCH
- 32 CLACKAMAS RIVER WATER

33 CLASSROOM LAW PROJECT  
34 COAST REHABILITATION SERVICES  
35 COLLEGE HOUSING NORTHWEST  
36 COLUMBIA COMMUNITY MENTAL HEALTH  
37 COMMUNITY ACTION ORGANIZATION  
38 COMMUNITY ACTION TEAM, INC.  
39 COMMUNITY CANCER CENTER  
40 COMMUNITY HEALTH CENTER, INC  
41 COMMUNITY VETERINARY CENTER  
42 CONFEDERATED TRIBES OF GRAND RONDE  
43 CONSERVATION BIOLOGY INSTITUTE  
44 CONTEMPORARY CRAFTS MUSEUM AND GALLERY  
45 CORVALLIS MOUNTAIN RESCUE UNIT  
46 COVENANT CHRISTIAN HOOD RIVER  
47 COVENANT RETIREMENT COMMUNITIES  
48 DECISION SCIENCE RESEARCH INSTITUTE, INC.  
49 DELIGHT VALLEY CHURCH OF CHRIST  
50 DOGS FOR THE DEAF, INC.  
51 DOUGLAS ELECTRIC COOPERATIVE, INC.  
52 EAST HILL CHURCH  
53 EAST SIDE FOURSQUARE CHURCH  
54 EAST WEST MINISTRIES INTERNATIONAL  
55 EDUCATIONAL POLICY IMPROVEMENT CENTER  
56 ELMIRA CHURCH OF CHRIST  
57 EMERALD PUD  
58 EMMAUS CHRISTIAN SCHOOL  
59 EN AVANT, INC.  
60 ENTERPRISE FOR EMPLOYMENT AND EDUCATION  
61 EUGENE BALLET COMPANY  
62 EUGENE SYMPHONY ASSOCIATION, INC.  
63 EUGENE WATER & ELECTRIC BOARD  
64 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.  
65 FAIR SHARE RESEARCH AND EDUCATION FUND  
66 FAITH CENTER  
67 FAITHFUL SAVIOR MINISTRIES  
68 FAMILIES FIRST OF GRANT COUNTY, INC.  
69 FANCONI ANEMIA RESEARCH FUND INC.  
70 FARMWORKER HOUSING DEV CORP  
71 FIRST CHURCH OF THE NAZARENE  
72 FIRST UNITARIAN CHURCH  
73 FORD FAMILY FOUNDATION  
74 FOUNDATIONS FOR A BETTER OREGON  
75 FRIENDS OF THE CHILDREN  
76 GATEWAY TO COLLEGE NATIONAL NETWORK  
77 GOAL ONE COALITION  
78 GOLD BEACH POLICE DEPARTMENT  
79 GOOD SHEPHERD COMMUNITIES  
80 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES  
81 GRANT PARK CHURCH  
82 GRANTS PASS MANAGEMENT SERVICES, DBA  
83 GREATER HILLSBORO AREA CHAMBER OF COMMERCE  
84 HALFWAY HOUSE SERVICES, INC.  
85 HEARING AND SPEECH INSTITUTE INC  
86 HELP NOW! ADVOCACY CENTER

87 HIGHLAND HAVEN  
88 HIGHLAND UNITED CHURCH OF CHRIST  
89 HIV ALLIANCE, INC  
90 HOUSING AUTHORITY OF LINCOLN COUNTY  
91 HOUSING AUTHORITY OF PORTLAND  
92 HOUSING NORTHWEST  
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON  
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION  
95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION  
96 IRCO  
97 JASPER MOUNTAIN  
98 JUNIOR ACHIEVEMENT  
99 KLAMATH HOUSING AUTHORITY  
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER  
101 LA GRANDE UNITED METHODIST CHURCH  
102 LANE ELECTRIC COOPERATIVE  
103 LANE MEMORIAL BLOOD BANK  
104 LANECO FEDERAL CREDIT UNION  
105 LAUREL HILL CENTER  
106 LIFEWORKS NW  
107 LIVING WAY FELLOWSHIP  
108 LOAVES & FISHES CENTERS, INC.  
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE  
110 LOOKING GLASS YOUTH AND FAMILY SERVICES  
111 MACDONALD CENTER  
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.  
113 METRO HOME SAFETY REPAIR PROGRAM  
114 METROPOLITAN FAMILY SERVICE  
115 MID COLUMBIA COUNCIL OF GOVERNMENTS  
116 MID-COLUMBIA CENTER FOR LIVING  
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC  
118 MORNING STAR MISSIONARY BAPTIST CHURCH  
119 MORRISON CHILD AND FAMILY SERVICES  
120 MOSAIC CHURCH  
121 NATIONAL PSORIASIS FOUNDATION  
122 NATIONAL WILD TURKEY FEDERATION  
123 NEW AVENUES FOR YOUTH INC  
124 NEW BEGINNINGS CHRISTIAN CENTER  
125 NEW HOPE COMMUNITY CHURCH  
126 NEWBERG FRIENDS CHURCH  
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY  
128 NORTHWEST FOOD PROCESSORS ASSOCIATION  
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE  
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY  
131 NORTHWEST YOUTH CORPS  
132 OCHIN  
133 OHSU FOUNDATION  
134 OLIVET BAPTIST CHURCH  
135 OMNIMEDIX INSTITUTE  
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.  
137 OREGON BALLET THEATRE  
138 OREGON CITY CHURCH OF THE NAZARENE  
139 OREGON COAST COMMUNITY ACTION  
140 OREGON DEATH WITH DIGNITY

141 OREGON DONOR PROGRAM  
142 OREGON EDUCATION ASSOCIATION  
143 OREGON ENVIRONMENTAL COUNCIL  
144 OREGON MUSEUM OF SCIENCE AND INDUSTRY  
145 OREGON PROGRESS FORUM  
146 OREGON REPERTORY SINGERS  
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION  
148 OREGON SUPPORTED LIVING PROGRAM  
149 OSLC COMMUNITY PROGRAMS  
150 OUTSIDE IN  
151 OUTSIDE IN  
152 PACIFIC CASCADE FEDERAL CREDIT UNION  
153 PACIFIC FISHERY MANAGEMENT COUNCIL  
154 PACIFIC INSTITUTES FOR RESEARCH  
155 PACIFIC STATES MARINE FISHERIES COMMISSION  
156 PARALYZED VETERANS OF AMERICA  
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.  
158 PENDLETON ACADEMIES  
159 PENTAGON FEDERAL CREDIT UNION  
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON  
161 PORT CITY DEVELOPMENT CENTER  
162 PORTLAND ART MUSEUM  
163 PORTLAND BUSINESS ALLIANCE  
164 PORTLAND HABILITATION CENTER, INC.  
165 PORTLAND SCHOOLS FOUNDATION  
166 PORTLAND WOMENS CRISIS LINE  
167 PREGNANCY RESOURCE CENTERS OF GREATER PORTLAND  
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER  
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.  
170 QUADRIPLIGICS UNITED AGAINST DEPENDENCY, INC.  
171 REBUILDING TOGETHER - PORTLAND INC.  
172 REGIONAL ARTS AND CULTURE COUNCIL  
173 RELEVANT LIFE CHURCH  
174 RENEWABLE NORTHWEST PROJECT  
175 ROGUE FEDERAL CREDIT UNION  
176 ROSE VILLA, INC.  
177 SACRED HEART CATHOLIC DAUGHTERS  
178 SAIF CORPORATION  
179 SAINT ANDREW NATIVITY SCHOOL  
180 SAINT CATHERINE OF SIENA CHURCH  
181 SAINT JAMES CATHOLIC CHURCH  
182 SALEM ALLIANCE CHURCH  
183 SALEM ELECTRIC  
184 SALMON-SAFE INC.  
185 SCIENCEWORKS  
186 SE WORKS  
187 SECURITY FIRST CHILD DEVELOPMENT CENTER  
188 SELF ENHANCEMENT INC.  
189 SERENITY LANE  
190 SEXUAL ASSAULT RESOURCE CENTER  
191 SEXUAL ASSAULT RESOURCE CENTER  
192 SHELTERCARE  
193 SHERIDAN JAPANESE SCHOOL FOUNDATION  
194 SHERMAN DEVELOPMENT LEAGUE, INC.

195 SILVERTON AREA COMMUNITY AID  
196 SISKIYOU INITIATIVE  
197 SMART  
198 SOCIAL VENTURE PARTNERS PORTLAND  
199 SOUTH COAST HOSPICE, INC.  
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE  
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.  
202 SOUTHERN OREGON HUMANE SOCIETY  
203 SPARC ENTERPRISES  
204 SPIRIT WIRELESS  
205 SPONSORS, INC.  
206 SPOTLIGHT THEATRE OF PLEASANT HILL  
207 SPRINGFIELD UTILITY BOARD  
208 ST VINCENT DE PAUL  
209 ST. ANTHONY CHURCH  
210 ST. ANTHONY SCHOOL  
211 ST. MARYS OF MEDFORD, INC.  
212 ST. VINCENT DEPAUL OF LANE COUNTY  
213 STAND FOR CHILDREN  
214 STAR OF HOPE ACTIVITY CENTER INC.  
215 SUMMIT VIEW COVENANT CHURCH  
216 SUNNYSIDE FOURSQUARE CHURCH  
217 SUNRISE ENTERPRISES  
218 SUSTAINABLE NORTHWEST  
219 TENAS ILLAHEE CHILDCARE CENTER  
220 THE EARLY EDUCATION PROGRAM, INC.  
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.  
222 THE NEXT DOOR  
223 THE OREGON COMMUNITY FOUNDATION  
224 THE SALVATION ARMY - CASCADE DIVISION  
225 TILLAMOOK CNTY WOMENS CRISIS CENTER  
226 TILLAMOOK ESTUARIES PARTNERSHIP  
227 TOUCHSTONE PARENT ORGANIZATION  
228 TRAILS CLUB  
229 TRAINING EMPLOYMENT CONSORTIUM  
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE  
231 TRILLIUM FAMILY SERVICES, INC.  
232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION  
233 UNION GOSPEL MISSION  
234 UNITED CEREBRAL PALSY OF OR AND SW WA  
235 UNITED WAY OF THE COLUMBIA WILLAMETTE  
236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES  
237 US FISH AND WILDLIFE SERVICE  
238 USAGENCIES CREDIT UNION  
239 VERMONT HILLS FAMILY LIFE CENTER  
240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER  
241 VOLUNTEERS OF AMERICA OREGON  
242 WE CARE OREGON  
243 WESTERN RIVERS CONSERVANCY  
244 WESTERN STATES CENTER  
  
245 WESTSIDE BAPTIST CHURCH  
246 WILD SALMON CENTER  
247 WILLAMETTE FAMILY  
248 WILLAMETTE VIEW INC.

- 249 WOODBURN AREA CHAMBER OF COMMERCE
- 250 WORD OF LIFE COMMUNITY CHURCH
- 251 WORKSYSTEMS INC
- 252 YOUTH GUIDANCE ASSOC.
- 253 YWCA SALEM
  - 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
  - 2 ALOHACARE
  - 3 AMERICAN LUNG ASSOCIATION
  - 4 BISHOP MUSEUM
  - 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
  - 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
  - 7 EAH, INC.
  - 8 EASTER SEALS HAWAII
  - 9 GOODWILL INDUSTRIES OF HAWAII, INC.
  - 10 HABITAT FOR HUMANITY MAUI
  - 11 HALE MAHAOLU
  - 12 HAROLD K.L. CASTLE FOUNDATION
  - 13 HAWAII AGRICULTURE RESEARCH CENTER
  - 14 HAWAII EMPLOYERS COUNCIL
  - 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
  - 16 HONOLULU HABITAT FOR HUMANITY
  - 17 IUPAT, DISTRICT COUNCIL 50
  - 18 LANAKILA REHABILITATION CENTER INC.
  - 19 LEEWARD HABITAT FOR HUMANITY
  - 20 MAUI COUNTY FCU
  - 21 MAUI ECONOMIC DEVELOPMENT BOARD
  - 22 MAUI ECONOMIC OPPORTUNITY, INC.
  - 23 MAUI FAMILY YMCA
  - 24 NA HALE O MAUI
  - 25 NA LEI ALOHA FOUNDATION
  - 26 NETWORK ENTERPRISES, INC.
  - 27 ORI ANUENUE HALE, INC.
  - 28 PARTNERS IN DEVELOPMENT FOUNDATION
  - 29 POLYNESIAN CULTURAL CENTER
  - 30 PUNAHOU SCHOOL
  - 31 ST. THERESA CHURCH
  - 32 WAIANAЕ COMMUNITY OUTREACH
  - 33 WAILUKU FEDERAL CREDIT UNION
  - 34 YMCA OF HONOLULU

**No. Special/Independent Districts**

- 1 BAY AREA HOSPITAL DISTRICT
- 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
- 3 CENTRAL OREGON IRRIGATION DISTRICT
- 4 CHEHALEM PARK AND RECREATION DISTRICT
- 5 CITY COUNTY INSURANCE SERVICES
- 6 CLEAN WATER SERVICES
- 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
- 8 COLUMBIA RIVER PUD
- 9 DESCHUTES COUNTY RFPD NO.2
- 10 DESCHUTES PUBLIC LIBRARY SYSTEM



- 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
- 12 GASTON RURAL FIRE DEPARTMENT
- 13 GLADSTONE POLICE DEPARTMENT
- 14 GLENDALE RURAL FIRE DISTRICT
- 15 HOODLAND FIRE DISTRICT NO.74
- 16 HOODLAND FIRE DISTRICT #74
- 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
- 18 KLAMATH COUNTY 9-1-1
- 19 LANE EDUCATION SERVICE DISTRICT
- 20 LANE TRANSIT DISTRICT
- 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 22 MARION COUNTY FIRE DISTRICT #1
- 23 METRO
- 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
- 25 MONMOUTH - INDEPENDENCE NETWORK
- 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
- 27 NEAH KAH NIE WATER DISTRICT
- 28 NW POWER POOL
- 29 OAK LODGE WATER DISTRICT
- 30 OR INT'L PORT OF COOS BAY
- 31 PORT OF ST HELENS
- 32 PORT OF UMPQUA
- 33 REGIONAL AUTOMATED INFORMATION NETWORK
- 34 RIVERGROVE WATER DISTRICT
- 35 SALEM AREA MASS TRANSIT DISTRICT
- 36 SANDY FIRE DISTRICT NO. 72
- 37 SUNSET EMPIRE PARK AND RECREATION
- 38 THE NEWPORT PARK AND RECREATION CENTER
- 39 THE PORT OF PORTLAND
- 40 TILLAMOOK PEOPLES UTILITY DISTRICT
- 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
- 42 TUALATIN VALLEY FIRE & RESCUE
- 43 TUALATIN VALLEY WATER DISTRICT
- 44 UNION SOIL & WATER CONSERVATION DISTRICT
- 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
- 46 WEST VALLEY HOUSING AUTHORITY
- 47 WILLAMALANE PARK AND RECREATION DISTRICT
- 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

**No. State Agencies**

- 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 POLICE
- 14 OREGON TOURISM COMMISSION
- 15 OREGON TRAVEL INFORMATION COUNCIL
- 16 SANTIAM CANYON COMMUNICATION CENTER
- 17 SEIU LOCAL 503, OPEU
  - 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

**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 the City of Charlotte or Mecklenburg County (“Charlotte-Mecklenburg”) 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 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 *Charlotte-Mecklenburg* 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, alternation, 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 *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, Charlotte-Mecklenburg 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 Charlotte-Mecklenburg 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 Charlotte-Mecklenburg 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;

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

- 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;
- 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
  - v. Catalog of Federal Domestic Assistance (CFDA) number;
  - vi. Program source;
  - vii. An award title descriptive of the purpose of each funding action;
  - viii. The location of the entity receiving the subaward;
  - ix. The primary location of the subaward, including the city, state, congressional district and country; and
  - x. A unique identifier of the entity receiving the sub-award and the parent entity of Contractor/Grantee, should the entity be owned by another.
  - xi. 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 Charlotte-Mecklenburg 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

## Exhibit E

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 Commonwealth of Virginia are located at:

<http://www.gpo.gov/davisbacon/va.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 Charlotte-Mecklenburg, and all contractors and grantees of Charlotte-Mecklenburg, 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.