

ADDENDUM #3

**RFP#: 269-2010-183**  
**Playground Equipment, Surfacing, Site Furnishings and Related**  
**Products and Services**  
**Proposals Due: Wednesday, May 5, 2010**  
**2:00 P.M.**

Date: April 12, 2010

To: All Prospective Bidders

Please note the following additional questions and answers:

1. Section 2.4.2 *U.S. Communities Supplier Qualification Worksheet*. If, in fact, \$50 million in sales last year is required, please advise us of the procedure to obtain relief from this term.

**Answer:** To be considered for the national award administered by U.S. Communities, the supplier must have at least \$50 Million in annual sales. Annual sales should include total company sales under the scope of this contract.

Exceptions to this requirement may be stated in compliance with Section 1.4.14 of the RFP for consideration during proposal evaluations.

2. **Section 2, 2.5.2, Products, #1 & #2:** Please clarify how what is being asked for in point #2 different from what is being asked for in point #1. Also, in point #2, there seems to be a word missing. Is it your intention to have the word “by” inserted between the words “provided” and “your”?

**Answer:** We assume your first sentence is to read “Please clarify how what is being asked for in point #2 is different from what is being asked for in point #1.” Section 2.5.2.1 refers to products Supplier will provide as set forth in Section 2.2 General Definitions of Products and/or Services which can be found on pages 7-8 of the RFP. Section 2.5.2.2 should read “Provide a description of all products and services to be provided by your company.” and refers to any additional products and/or services Supplier offers.

3. Section 7 Page 52 : This section seems to be referring to a specific project and dollar values. Can you please provide clarification on what is needed? If we have not subcontracted in the past in Charlotte, are we to project what might be subcontracted?

**Answer:** The MWSBE goals have been revised to 0% for all minority groups inclusive, 0% WBE, and 0% SBE for the national contract. Mecklenburg County reserves the right to establish goals for any future individual projects for playground equipment during the term of this contract.

The revised form (Section 7, Form Five) is attached and should be submitted (completed) with your proposal responses.

4. Section 4.17.1 Pricing has been revised as follows:

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 verifiable list price for each category: (1) **equipment (including components)**, (2) **surfacing** (3) **site furnishings**, (4) **services**, and (5) **related products (e.g. shade structures, skate parks and other categorized 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.

5. **Section 7 – Required Forms – Form Four has been revised** and is included in this Addendum #3. Please submit this revised form, dated April 12, 2010 with your Proposal response.
6. If a Public Agency is purchasing play equipment, not through an RFP or pre-existing alternative purchasing agreement, may a Supplier offer a lower price than the price available through its Master Agreement without violating the terms of the U.S. Communities Administration Agreement or the Charlotte-Mecklenburg RFP? It would appear that the Supplier’s act of offering the lower price would violate the “lowest overall available pricing” provision of the RFP (Section 2.4.1(b)) and the Administration Agreement (Section 3.3(b)).  
Answer: If Supplier offers a lower price than the price available through the Master Agreement and the sale is not through U.S. Communities, then Supplier is in violation of the U.S. Communities Pricing commitments. Refer to Administration Agreement Section 3.3 (b).
7. Should a Supplier obtain evidence that another Supplier has violated the terms of the Master Agreement or Administration Agreement with U.S. Communities by routinely offering lower prices than those available to Public Agencies under the Master Agreement, what is the process or procedure for the non-offending to raise its grievances with Charlotte-Mecklenburg and U.S. Communities?  
Answer: Supplier should notify Charlotte-Mecklenburg and U.S. Communities in writing with as many details as possible and we will investigate the complaint.
8. Regarding section 4.1 of the solicitation document, our company is currently in the process of obtaining our ISO 14001 Certification, of which we can and will provide documentation. This certification will be in place before the effective contract date of September 17th. Should we include this as an exception to the RFP?  
Answer: Please include your current ISO 14001 certification documentation in response to section 4.1 (Tab #11).
9. If we partner with surfacing and other manufacturers/supplier, can we combine all companies’ annual sales to meet the \$50 million requirement in section 2.4.2?  
Answer: No, the company responding to the RFP is required to meet the \$50 million annual sales requirement. The company that responds to the RFP is the company that is contractually obligated.
10. Nothing in the RFP suggests that the Worksheet reflects an exclusive prequalification program. As you may know, every state has statutory requirements for establishment of a mandatory, exclusive prequalification program. U.S. Communities’ RFP is not structured to meet these requirements in Wisconsin, and in all likelihood, in most other states.  
Answer: The RFP is issued in compliance with North Carolina State Statutes, which does not require a mandatory prequalification program.

We hope that you will respond to this ITB. We appreciate your interest in doing business with the City of Charlotte and look forward to receiving your proposal.

Sincerely,

Karen P. Ruppe C.P.M.; CLGPO; CPPB  
Procurement Services Supervisor

cc: Mary Pelfrey, US Communities  
File



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

**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):

Equipment (including components): \_\_\_\_\_

Surfacing: \_\_\_\_\_

Site Furnishing: \_\_\_\_\_

Related Products: \_\_\_\_\_

Services: \_\_\_\_\_

2. Please provide your percentage discount off retail price for all products included each of the following categories.

a. Equipment: \_\_\_\_\_ Percent (%)

b. Surfacing: \_\_\_\_\_ Percent (%)

c. Site Furnishing: \_\_\_\_\_ Percent (%)

d. Related Products: \_\_\_\_\_ Percent (%)

e. Services: \_\_\_\_\_ Percent (%)

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: 50 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: 40 ft x 40 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  
NO Surfacing included

**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, **excluding surfacing**)  
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  
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.

**\*\*Please price surfacing as a separate optional expense**

**Design 4**

Age range:  
Site Dimensions:  
Ship to Zip Code:  
Budget:  
Minimum Components

5 – 12 year olds  
55 ft x 70 ft  
64153 (Kansas City, MO)  
\$85,000 (must include freight, installation and all costs)  
Train or Fire Dept them is desired.  
Equipment should include roofs,  
Activities providing physical and creative play  
Swings – arch design (belt seat, 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:  
Site Dimensions:  
Ship to Zip Code:  
Budget:  
Minimum Components

5 – 12 year olds  
70 ft x 95 ft  
33130 (Miami, FL)  
\$120,000 (must include freight, installation and all costs)  
**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 (wood).

**ADDENDUM #2**

**RFP#: 269-2010-183  
Playground Equipment, Surfacing, Site Furnishings and Related  
Products and Services  
Proposals Due: Wednesday, May 5, 2010  
2:00 P.M.**

Date: April 6, 2010

To: All Prospective Bidders

Please note the following revisions to the subject Request for Proposals (RFP)

1. The deadline for submitting proposals has been extended until **2:00 PM on Wednesday, May 5, 2010.**
2. The deadline for submitting additional questions has been extended until 12:00 noon on Thursday, April 15, 2010. Any questions received after this deadline will not be acknowledged or addressed.
3. All questions and answers received and addressed at the pre-proposal held on March 30, 2010 are included in this Addendum #2.
4. The sign-in sheets from the pre-proposal held on March 30, 2010 are included in this Addendum #2.
5. Section 7, Form Four – Design 1: site dimension has been revised to **50 ft x 50 ft.**
6. Section 7, Form Four – Design 2 requires NO surfacing. Site dimension has been revised to **40 ft x 40 ft.**
7. Section 7, Form Four – Design 3: **DELETE** One (1) bench swing 6 Ft.  
Budget: \$120,000 (must include freight, installation and all cost, **excluding surfacing**)  
Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.  
**Please price surfacing for Design 3 as a separate optional expense.**
8. Section 7, Form Four – Design 4: **DELETE**: tot swings. Site dimension has been revised to **55 ft x 70 ft.**
9. Section 7, Form Four – Design 5 should read “Minimum of **12” (inches)** compacted safety **wood** surfacing.
10. Numbering of each Sections 4.8 (Warranty) through 4.17 (References) has been corrected to Sections 4.10 (Warranty) through 4.19 (References) respectively.
11. Section 4.11 (new number) Lead Time and Delivery has been revised as follows:
  1. Supplier must provide a maximum **four (4) week** lead time for standard product and unlimited configurations with no up charge.
  2. Remains the same.
  3. The vendor will ensure that all items are delivered fully **fabricated by vendor**, and may be assembled on site by the vendor or designated subcontractor as designated by the Participating Public Agency.
12. Section 4.17.1 Pricing (new number) has been revised as follows:  
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 verifiable

list price for **each category**: (1)equipment, (2)systems, (3)parts, (4)components, (5)surfacing materials, (6)site furnishings, and all (7)other **categorized** 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.

13. Section 4.17.5 Installation (new number) has been revised to read as follows:

Proposal responses must include a defined and verifiable installation fee structure. If fees are based on geographic location, proposals must include a clearly defined and verifiable installation fee chart for each applicable state, region, and/or location.

14. Section 4.18 Price Adjustments has been revised as follows:

**All proposed pricing shall remain firm through December 31, 2011).** After this date, Suppliers may request price increases annually for consideration during the contract term. All price adjustment requests must be submitted at least sixty (60) days prior to the effective date of the increase. 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.

15. Section 4.10 Warranty has been revised to read as follows:

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of **any and all playground equipment, parts, surfacing, site furnishings, installations, and other products and services offered**, 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.

In order to constitute a complete bid response, you must acknowledge receipt of this addendum on the appropriate form of the bid response package.

We hope that you will respond to this ITB. We appreciate your interest in doing business with the City of Charlotte and look forward to receiving your proposal.

Sincerely,

Karen P. Ruppe C.P.M.; CLGPO; CPPB  
Procurement Services Supervisor

cc: Mary Pelfrey, US Communities  
File

RFP #269-2010-183  
Questions and Answers

- 1) Section 1.6 Page 5  
**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.  
Will the copy of the business license need to be provided at time of proposal submission?  
**Answer: No, only the successful Proposer will be required to provide a business license within a designated time (typically 15 days) after contract is awarded.**
  
- 2) Section 2.2 #4 Page 8  
**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. Can this list include services of our agents?  
**Answer: If you define “agents” as authorized distributors or dealerships of the manufacturer, then the answer is yes, and the proposal must include all distributors by state/location and itemizes the services for each.**
  
- 3) Section 2.52 #3 Page 17  
Describe any special programs that your company offers that will improve customers’ ability to access Products. Can you please give an example of what you are looking for?  
**Answer: Examples are green offerings, shade structures, park benches, etc.**
  
- 4) Section 2.5.5 Page 18  
The Supplier shall include an audited income statement and balance sheet from the most recent reporting period in their proposal response. Would one of the following be sufficient in place of the audited income statement and balance sheet?
  - Federal tax Return for 2008 (2009 is not due yet and is under preparation)
  - Audited Financial Statements.**Answer: Yes.**
  
- 5) Section 4.9 #3 and #4 Page 28 & 29:  
Are these requirements of inside delivery and assembly based on an order that specifically includes installation and off-loading services? If just equipment is ordered it would be acceptable that the customer off loads and assembles equipment through their own agent(s).  
**Answer: Yes, if acceptable to customer.**
  
- 6) Section 4.15.1 Pages 29 and 30  
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.  
Prices must include mark up, profit etc. but are not required to be disclosed or itemized on the list, correct?  
**Answer: Correct.**
  
- 7) Section 7 Design 3 Page 50  
One (1) bench swing 6 ft  
Is this meant to say—bench 6 ft-?

Answer: Bench swing has been deleted per Revision #7 on page one of this addendum #2.

- 8) Design 2  
Should safety surfacing be included in the design?  
If so, is there a preferred surfacing type?  
Answer: No surfacing is included.
- 9) **Design 5**  
Description reads: *Minimum of 12' compacted safety surfacing.* Is the 12 foot intended to be 12 inches?  
Is there a preferred surfacing type?  
Answer: Should read 12" (inches) and wood safety surfacing.
- 10) Is Hub-zone certification a factor to be considered in addition to MWSBE?  
Answer: No
- 11) Our Company is well capitalized and does not maintain high levels of debt. Therefore, we are not required to have an annual audit; instead we have financial statements that are reviewed by an independent accounting firm. Is it ok to submit reviewed financial statements instead of audited financial statements?  
Answer: Yes
- 12) What effect does a "no" answer on one question on the supplier qualifications worksheet has on our submittal?  
Answer: A "no" answer would disqualify a potential supplier. If you have clarifications to a "yes" answer, please describe in your response.
- 13) We have a wide variety of recycled materials available for use in our playground systems. Can you please elaborate on Design 5 as to what you are looking for on the recycled plastic system (how much recycled materials should be used, which components, etc.)?  
Answer: Proposals should address what they have to offer.
- 14) County License Requirement. As a manufacturer we do not have this but is it a requirement for US Communities or only to do business with the county. If only for the county, provided one of our representative or subcontractors has a license would we meet the criteria?  
Answer: See question 1 above. The company awarded the contract will be required to obtain a Mecklenburg County business license.
- 15) Our company is privately owned and we do not what our financial statements released to the public if they are marked confidential would that exclude them under 3.4 Trade Secretes.  
Answer: Any information marked as a trade secret will not be a public record and will not be disclosed to the public.
- 16) Under Equipment standards 4.1 you call for ISO, IPEMA, and ASTM however our playgroud equipment "Splashpad or Sprayparks " do not fall under these legislations but fall under a new proposed ASTM standard not yet ratified and also under State and local Department of health standards for swimming pool regulations. Will failure to comply with ISO, IPEMA and ASTM 1487 disqualify us even though we meet other standards and have hundreds of installations nationwide?  
Answer: If products offered are not certified by the third party organizations stated in the RFP, the proposer should state any appropriate industry standards for the corresponding products.

- 17) Question #1: 4.9- Lead Time and Delivery, #1, P. 28  
Can you please clarify if this lead time (2 week) applies to custom designed/configured composite playground structures, or does it relate to such things as basketball goals, site amenities, etc. Industry/market norms are 4-6 weeks for custom structures.  
**Answer: Please see Revision number 11 on page one of this Addendum #2.**
- 18) Question #2: 4.1.3-International Play Equipment Manufacturer's Association (IPEMA), P.25  
Will it be acceptable for us to provide a letter stating our IPEMA certification, versus generating an individual IPEMA Certificate for each of the over 2000 items that are certified? Currently it is not possible for a manufacturer to go to the IPEMA website and generate a comprehensive, all-encompassing certificate for our playground products.  
**Answer: Yes. In addition, proposals must include IPEMA certification for each of the five (5) designs submitted in response to Section 7, Form Four.**
- 19) Question #3: 4.15.5-Installation, P.30  
Can you please provide an explanation of this single % approach as costs can vary dramatically from state to state. Please explain the rationale behind this given the various iterations of prevailing wages, local municipal ordinances, etc. Having one price will cause certain areas of the country to pay more than what is customary for that area.  
**Answer: See Revision number 13 on page 2 of this Addendum #2.**
- 20) Question #4: 4.15.6-Shipping and Delivery, P. 30  
Please clarify "If shipping is charged separately, only the actual cost of freight may be added to an invoice." We assume this includes all fuel surcharges that are federally mandated. Correct?  
**Answer: Charlotte Mecklenburg must approve fuel surcharges per written contract amendment. Any approvals will be contingent on current fuel prices and any surcharges must be removed as the market prices improve.**
- 21) Question #5: Section 7, Design 1, p. 50  
In Section 4.1, Equipment Standards and Guidelines, the RFP states that it is "essential" we are in compliance with CPSC, ADA & ASTM. Design 1, as written, references age groups of 2-12 year olds, however, CPSC guidelines strongly recommend age separation on playgrounds. Should this be looked at from the standpoint of two separate structures, ages 2- 5 and 5-12?  
**Answer: The required designs are not actual projects and are solely for the purpose of demonstrating design, play value, pricing and other stated capability requirements.**
- 22) Question #6: Section 7, Design 1, p. 50  
Please verify the site dimension of 34 ft. x 50 ft.; this is quite restrictive for the inclusion of both the requested swings and other equipment.  
**Answer: Size has been changed to 50 ft. x 50 ft.**
- 23) Question #7: Section 7, Design 3, p. 50  
Please clarify if you are asking that the bench swing be considered play equipment to be set inside the 70'x95' site area or are you asking that it be set outside of the 70'x 95' foot site area as a site furnishing?  
**Answer: Bench swing has been deleted.**
- 24) Question #9: Section 7, Design 4-Swings, Pages 50-51  
Please provide the quantity of belt seats, tot seats and tires desired. The design range specifies an age range of 5-12 years old, so therefore, it does not seem appropriate to include tot swings.  
**Answer: Tot swings have been deleted per Revision number 8 on page 1 of this Addendum #2. It is the responsibility of the Proposer to provide a design per Section 4.15.4.**

25) Question #10: Pages 58-59-Exhibit B, (b) Pricing (ii) Deviating Buying Patterns: Could you please provide more clarity for this section? Providing an example or a “for instance” would help clarify this potential situation for us.

**Answer: An example would be 1000 spring riders.**

26) On page 28, Section 4.8 Warranty, “equipment” is referenced. I would like clarification that you are seeking the warranty response only for the playground equipment, not the surfacing or related products?

**Answer: Proposals must include all applicable warranties for equipment, installation, parts, surfacing, site furnishings and all other products and services offered.**

27) Administration Agreement, Article V, Section 5.1 (RFP p.61), provides: "Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales of all purchases shipped and billed pursuant to the Master Agreement." The Recitals (RFP p.55) indicate that "Public Agencies" "may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities upon prior registration with U.S. Communities, in which the Public Agency becomes a 'Participating Public Agency.'

a. Section 3.3(a) (vi) of the Administrative Agreement (RFP p.58) allows the Supplier to "pursue other [sales] options" when a Public Agency declines to participate and does not mention whether the sale is reportable as a sale under the Master Agreement. When a Public Agency declines to become a Participating Public Agency is a sale to that agency reportable as a sale under the Master Agreement, which is subject to the 2% administrative fee?

**Answer: The sale would not be subject to the 2% administrative fee so long as Supplier is in full compliance with all provisions set forth in Section 3.3(a)(vi) of the Administration Agreement.**

b. Section 3.3(b)(i) of the Administrative Agreement (RFP p.58) indicates that the Supplier must make any lower discount which is available in a pre-existing state contracts only to "eligible Public Agencies." However, Section 3.3(b)(i)(A) of the Administrative Agreement (RFP p.58) indicates that Supplier would be required to match the lower state price to "all Public Agencies within the state." Does "eligible Public Agency" mean broadly any Public Agency in the state or specifically only those Public Agencies which are eligible to purchase off of that state contract?

**Answer: The example in Section 3.3(b)(i)(A) indicates that the contract is available to all Public Agencies in the State. Therefore, all Public Agencies within the State would be considered eligible.**

c. Section 3.3(b) (iii) (B) and (C) of the Administrative Agreement (RFP p.59) indicate that sales to a Public Agency, via an RFP, where the sale is made at the pricing and conditions of the Master Agreement or at pricing lower than the Master Agreement, would be reported as sales under the Master Agreement, subject to the 2% administrative fee. If the Public Agency does not register with US Communities to become a Participating, Public Agency, would the sale be reportable under the Master Agreement?

**Answer: Reference Administration Agreement, Section 3.3(b)(iii) (B) and (C).**

d. Section 3.3(b) (iii)(D) of the Administrative Agreement (RFP p.59) indicates that a Supplier may respond to an RFP with pricing that is higher than pricing offered under the Master Agreement. In such a case, the contract is silent with regard to whether such a sale

to a Public Agency must be reported as sales under the Master Agreement, subject to the 2% administrative fee. Is such as sale reportable?

**Answer: No, it is required that the awarded vendor present the Master Agreement as its primary offering to the public agency, notify the agency of its pricing commitment and demonstrate the advantages and benefits of the Master Agreement.**

e. More broadly, why are any sales which are made subject to an REP to any customer considered a reportable sale under the Master Agreement, since in such a case, the Supplier does not enjoy the benefit of a no-bid sale pursuant to the Master Agreement?

**Answer: This is to ensure that Public Agencies are receiving the best offering from suppliers through U.S. Communities. Administration Agreement, Section 3.3(b)(iii) outlines Supplier's options when responding to a third party RFP or ITB.**

28) Are administrative fees due and payable on *the full invoice price* for sales to a Participating Public Agency, where that invoice includes the fees for products, installation services, freight and other costs, or are they due only on the sale of the products which are included in the invoice? Administration Agreement, Article V, Section 5.1 (RFP p.61).

**Answer: The payment of administrative fees is based upon the total price of all products and services, excluding taxes.**

29) May a manufacturer invoice the customer, or must the Supplier invoice all Participating Public Agencies directly for the sale of product, installation, freight and related costs?

**Answer: Each manufacturer awarded a contract, and named as a party to the Agreement, will be responsible for all invoicing and billing as prime contractor, per Section 6.10 of RFP #269-2010-183.**

30) Pursuant to Section 3.3(h) of the Administrative Agreement (RFP p.58), Supplier represents to US Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

**Answer:**

a. Many state contracts, although held by the Supplier, include a combined discount from both the Supplier and its local independent dealer. This combined discount may be larger than the discount offered by Supplier alone to US Communities Participating Public Agencies, although the Supplier's share of the combined discount is lower than the discount offered to US Communities Participating Public Agencies.

i. Would the Supplier be required to honor that larger combined discount to all eligible Public Agencies which request to become Participating Public Agencies pursuant to Section 3.3(b)(i) of the Administration Agreement?

**Answer: Yes. The awarded Supplier would be required to provide the Participating Public Agencies with its lowest price net to buyer.**

ii. If yes, are these sales reportable as sales under the Master Agreement, which are subject to the 2% administrative fee.

**Answer: Yes**

iii. If the eligible Public Agency declines to become a Participating Public Agency, is a sale to it reportable as a sale under the Master Agreement, which is subject to the 2% administrative fee?

**Answer: Yes, reference Administration Agreement Sections 3.3(a) and (b).**

- 31) The RFP Section 4.15.5 (RFP p. 30) requires that proposals include a defined installation fee program. It further indicates that if a percentage of the total dollar amount of the equipment is used as a basis for that fee, then Supplier must submit one fixed percentage for all services, regardless of location. Please explain how this differs from the installation fee program used in the current contract, where installation fees are based on different percentages depending on the size of the order and the location of the installation.  
**Answer: Please see Revision #13 on page 2 of this Addendum #2.**
- 32) The RFP Section 4.15.6 (RFP p. 30) requires that the proposal include a defined shipping program. Please explain how this may differ from the system used in the current contract, where some freight fees are based on different percentages depending on the weight of the order and the destination of the shipment and others are based on custom quotes.  
**Answer: Participating Public Agencies have requested a better fee structure for shipping, which will allow them to easily estimate or calculate their shipping costs. Therefore, proposals must include a defined and verifiable shipping program.**
- 33) If a Supplier does not manufacture or sell a specific type of product, such as engineered wood fiber or pour-in-place rubber surfacing, but those products are sold locally by its independent dealer, how should such products be included (or not) in the Supplier's price list?  
**Answer: Your proposal should include all independent dealers and itemize these services that are available nationwide for each. The pricing will need to be provided by the Supplier submitting the proposal and identified as a offering through independent dealers.**
- 34) RFP Section 4.16 (RFP pp. 30-31) requires that all proposed pricing shall remain firm for the first term (one year) of the agreement (through September 17, 2011.) Our annual price increase does not match this renewal date.
- a. Will the Supplier be able to establish a different annual price increase date?  
**Answer: Please see Revision number 14 on page 2 of this Addendum #2.**
- b. Will the Supplier be able to have an interim price increase during the first year of the agreement to bring the price increase dates in alignment?  
**Answer: No**
- 35) Please describe the methods Charlotte-Mecklenburg and US Communities will employ to monitor compliance with the terms of the contract. Most notably, compliance with the Suppliers' representations that the "Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies."  
**Answer: US Communities, not Charlotte-Mecklenburg will not monitor the contract nationwide. However, Charlotte-Mecklenburg will address any issues, or complaints received from Participating Public Agencies with the successful Suppliers.**
- 36) Section 3.3(b)(iii) allows Suppliers to respond to RFP's with pricing lower than that offered under the Master Pricing Agreement. Does this exception to the "lowest overall available pricing" representation of the Suppliers render the purpose of the contract moot, in that Public Agencies will be encouraged to issue RFP's, knowing that they will get the pricing available under the Suppliers' Master Agreements or lower?  
**Answer: This section is intended to provide guidelines for awarded suppliers when dealing with Public Agencies that choose not to piggyback**
- 37) Explain the implications / remedy in the event that we need to:
1. Sell to an existing customer who will not participate with US Communities, even if we tried to convert them, with a pre-existing discount deeper than USC.  
**Answer: Reference Administration Agreement, Section 3.3 (a) (vi).**

2. Sell to a “public” customer not participating in USC at a higher price than established with USC.

Answer: (1)The supplier commitments apply to all public agencies; (2) Suppliers are required to comply with the Corporate, Pricing, Economy, and Sales commitments, then (3) if a public agency decides not to use U.S. Communities, the supplier would not be required to report this sale.

3. Sell to a US Communities customer at a lower price than our established discount.

Answer: If the sale is a result of a solicitation, refer to the Administration Agreement, Section 3.3 (b) (iii), Suppliers options in responding to a third party RFP or ITB. If the sale is through U.S. Communities refer to Administration Agreement, Section 3.3 (b) (ii), and Deviating buying patterns.

38) Section 2.56, Page 18, Question #5:

What percentage of your offering is **environmentally preferable** and what are your plans to improve this offering?

Can you please define what constitutes environmentally preferable? Is this defined by the Supplier or is there a standard we should be using?

Answer: The Supplier should define what is environmentally preferable and provide justification such as a third party certification or other objective documentation to support any such definition and products.















