

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT COOPERATIVE PURCHASING REQUEST FORM**



Entered in DocuSign Oct. 11, 2021

CPR #: c2022010

Date Received: Oct. 8, 2021

Send an email to PRG@nashville.gov and attach completed form with supporting documentation.

Date Submitted: Originating Agency/Cooperative Entity: Omnia Partners - City of Charlotte, NC

Vendor Name: Big Truck Rental

Requesting Department: Water Services
Stephanie Belcher 615-862-4513

Requesting Departmental Contact (Name & Number):

Good(s) or Service(s) to be Procured: Garbage truck rental

REQUESTOR SHALL COMPLETE STEPS 1 and 2 AND PROVIDE THE REQUIRED DOCUMENTATION:

STEP:	ATTACH COPIES:	CONFIRM THE FOLLOWING:
Step 1	<input checked="" type="checkbox"/> Executed Contract Contract Number 2019000319	<input checked="" type="checkbox"/> The contract contains a cooperative purchase provision allowing use by other government agencies. <input checked="" type="checkbox"/> Valid from 11/1/2018 through 10/31/2023 <input checked="" type="checkbox"/> I have reviewed the terms and conditions and take no exception.
Step 2	<input checked="" type="checkbox"/> Formal Solicitation (ITB or RFP)	<input checked="" type="checkbox"/> Solicitation was advertised, open and unrestricted
Step 3		<input checked="" type="checkbox"/> Consideration has been given to whether this purchase is in the best interest of the Metropolitan Government including the pricing terms of the contract.* *Provide narrative details documenting the above confirmation. See attached

Procurement will route in DocuSign for signatures

Department Requester: Stephanie Belcher

Amanda Dutton-Mayer

Signature of Requesting Department Head

10/11/2021 | 7:31 AM PDT

Date

C2022010

CPR #: _____

Oct. 8, 2021

Date Received: _____

To be completed by the Procurement Division

Requires Finance Director's review.

Cooperative Purchase is approved.

Cooperative Purchase is denied.

PURCHASING AGENT: Michelle A. Hernandez Lane

10/11/2021 | 11:13 AM CDT

Date: _____

NOTE: Should this cooperative purchase request be approved, please remember to attach this signed form to your corresponding requisition as the "procurement authorization" within iProcurement when you set up your purchase order. PLEASE BE SURE TO REFERENCE THE COOPERATIVE CONTRACTING ORGANIZATION AND CONTRACT NUMBER IN THE DESCRIPTION.

Cooperative Purchasing Request – Big Truck Rental

Omnia Partners Contract 201900031

By using the Omnia Partners existing cooperative agreement, Metro reduces procurement time. This is critical to providing on-going trash collection services to Metro's USD.

Collection sites serviced by Waste Service's fleet are experiencing significant delays due to equipment failure and supply chain issues deferring timely repair.

Big Truck Rental offered the best option for this urgent need.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE REFUSE
TRUCK RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of November, 2018 (the "Effective Date"), by and between Big Truck Rental LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on September 24, 2018 to Company to provide Refuse Truck Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, 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"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA 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 PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Big Truck Rental in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Additional Fees and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Federal Contract Terms and Conditions

2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

- 3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

- 5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

- 6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

- 7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
Finance - Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable

PO Box 37979

Charlotte, NC 28237-7979

Attn: (Insert Department)

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

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

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
 - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a

receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

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

- 28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 28.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole

discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 28.8.3 Performing the transition service plan activities;
 - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **Indemnification:** To the fullest extent permitted by law, the City will defend, indemnify and hold harmless Company, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The condition of the vehicle pre and post rental will be evaluated through Company's standard process using Company's check-in application. Consumables such as tire wear will be billed per Company's rental agreement. The location for rental and return will be determined during the quoting process with the corresponding transportation cost. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. Company's transportation providers will deliver the trucks with a minimum quarter tank of fuel with the expectation of a minimum quarter tank of fuel for the return.

- 33. INSURANCE.** Throughout the term of the Contract, the City shall comply with the insurance requirements described in this Section. In the event the City fails to procure and maintain each type of insurance required by this Section, or in the event the City fails to provide the Company with the required certificates of insurance, the Company shall be entitled to terminate the Contract immediately upon written notice to the City. The City agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- a) Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be the sole loss payee under the insurance.

On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a evidence of coverage confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect.

- b) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or

\$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

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

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

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

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

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

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

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be

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

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

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

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

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

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 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;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

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

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

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

For The Company:	For The City:
Zack Martin	Karen Ewing
Big Truck Rental.	Procurement Management Division
5001 W. Lemon Street	600 East Fourth Street
Tampa, FL 33609	Charlotte, NC 28202
Phone: 813-261-0820	Phone: 704-336-2992
Fax: 813-261-0621	Fax: 704-632-8254
E-mail: zach@bigtruckrental.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202

Contract No. 2019000319
Vendor No.306600

	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

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

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

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

If such failure or delay:

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

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

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

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

42 CONFIDENTIALITY.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

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

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

- 42.2 RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors,

subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

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

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

43 MISCELLANEOUS

- 43.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 43.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 43.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 43.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

- 43.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 43.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 43.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 43.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 43.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 43.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 43.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 43.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the

termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 39	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”

- 43.13 **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 43.14 **NC REQUIRED TERMS.** The following terms are incorporated into this Contract for compliance with state law:
- 43.14.1 **E-VERIFY.** Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 43.14.2 **NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel.** Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 43.15 **PRE-AUDIT.** No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase

requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

- 44. CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with a minimum of one-fourth (1/4) tank of fuel. City will be responsible for returning the equipment with the same fuel level as the equipment had when the City received the equipment. If City returns the equipment with the fuel tank(s) less than one-fourth of a tank full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

- 45. RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby

Contract No. 2019000319
Vendor No.306600

assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

46. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

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

COMPANY: BIG TRUCK RENTAL LLC

BY: Mike Zokusky

PRINT NAME: Mike Zokusky

TITLE: CEO

DATE: 9/18/18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: Sabrina Joy Hogg

BY: Christlee Gibson

PRINT NAME: Sabrina Joy Hogg

PRINT NAME: Christlee Gibson

TITLE: Deputy City Manager

TITLE: Insurance Manager

DATE: 9/28/18

DATE: 9/27/18

Exhibit A
Discount Structure and Additional Fees

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Big Truck Rental (“the Contract”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company’s most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
Leasing Options and Pricing Structure**

PLEASE PROVIDE YOUR PURCHASE OPTIONS AND PRICING FOR ALL EQUIPMENT

Big Truck Rental offers a rent to purchase program. The customer and Big Truck Rental agree to a purchase price(see below) on the vehicle and 25% of all paid rentals can be applied to the purchase price of the vehicle. The minimum rental period on the program is 6 months with a maximum of 18 months. This program rental rate is the monthly rate as proposed in the market basket.

Big Truck Rental also markets/sells our off-rent trucks that typically range in 1.5-2 years in age. Big Truck Rental will offer the City of Charlotte and U.S. Communities members a 1% discount off of the standard retail price of the vehicle.

Exhibit B Scope of Services

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Big Truck Rental ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

2.1 General Scope

The Company shall provide Refuse Truck Rentals and Related Products and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

2.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations 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.

2.2.1 Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and repaired or replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

2.2.2 At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.

2.2.3 The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

2.2.4 At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA

representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

2.3 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019). Company 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 City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

2.4 New Products and Services

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

2.5 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

2.6 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

2.7 Safety

Company and installers or subcontractors performing services for the City 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 Company 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.

2.8 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

2.9 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

2.10 Reports

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

2.11 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

Exhibit C

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Big Truck Rental ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee

Contract No. 2019000319

Vendor No. 306600

- of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Section 6
Required Forms**

**REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION
RFP #269-2018-047 Equipment Rentals and Related Products and Services**

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

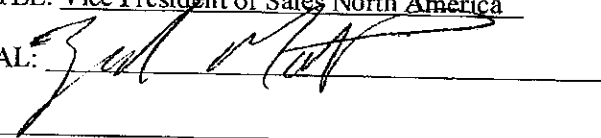
The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

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

NAME OF COMPANY: Big Truck Rental, LLC

BY: Zach Martin

TITLE: Vice President of Sales North America

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 6-15-18

**Section 6
Required Forms**

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

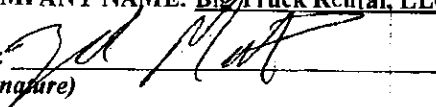
The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

Option 1: I certify to all of the above statements.

COMPANY NAME: Big Truck Rental, LLC

BY: 
(signature)

PRINT NAME: Zach Martin

TITLE: Vice President of Sales North America

DATE: 6-15-18

Option 2: I cannot certify to one or more the above statements. Attached is my explanation.

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Commercial Lines - (813) 639-3000 USI Insurance Services National, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Certificate Requests	
	PHONE (A/C, No. Ext): 813-639-7143	FAX (A/C, No):
E-MAIL ADDRESS: clw.certrequest@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Co	16535	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 13411846 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLA0160970-01	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			GLA0160970-01	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PRDPRTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is included as an additional insured with respect to general liability when required in written contract and in accordance with the terms and conditions of the policy.
 The City of Charlotte's insurance will be primary for all Auto coverage with regard to vehicles leased or rented to the City. This auto coverage is excess over any applicable insurance the City has in place including but not limited to excess coverage.

CERTIFICATE HOLDER City of Charlotte Procurement Manager 600 East 4th ST. CMGC 9th Floor Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

G. Damage to Premises Rented or Occupied by You

- 1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

- 2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

RFP 269-2018-047

**EQUIPMENT RENTALS AND RELATED
PRODUCTS AND SERVICES**

JUNE 6, 2016

ADDENDA #1

The conference line for the pre-proposal conference is 704-336-5494.



Finance Office - Procurement Management

Addendum #2	Equipment Rentals and Related Products and Services RFP #269-2018-047
--------------------	--

To: All Prospective Service Providers
Date: June 7, 2018
Subject: **Addendum #2 for RFP #269-2018-047
Equipment Rentals and Related Products and Services**

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	N/A	N/A	Additional questions	The deadline to submit any additional questions is 5:00 pm EST on Wednesday, June 13th . Any questions received after that date will not be acknowledged or answered.
2	47	N/A	National Staffing Plan	Modification: This page has been replaced to include the updated National Staffing Plan key personnel table with correct column headers, roles, and descriptions of roles.(attached) This page must be completed and submitted with your Proposal response along with all required information in Section 7.
3	29	4.13	Delivery	Modification: Section 4.13 Delivery has been revised to read as follows: Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies. Timely delivery is important to the City and Participating Public Agencies. The Proposal must include the Company's capabilities to deliver as needed, any delivery fees, and their willingness to work with each PPA to assure their individual requirements are met.

Finance Office - Procurement Management
Management and Financial Services/City of Charlotte 600 East Fourth Street Charlotte, NC 28202-2850
Phone: 704/336-2256 Fax: 704/336-2258

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
4	Entire RFP	Entire RFP	Participating Public Agency	<p>Company Question: The term “Participating Agency” (PPA) is used throughout the language. Does that mean participation for all states, local governments, school districts, and higher education institutions in the USA optional?</p> <p>Answer: There are over 90,000 public agencies in the USA that could elect to utilize this contract. The decision to utilize this cooperative contract through U.S. Communities is the individual public agency choice. Please also refer to Section 1.4.3.</p>
5	3	1.4.3	Participating Public Agencies	<p>Company Question: Section 1.4.3 states there are over 55,000 participating agencies using the U.S. Communities. Have all of them signed a Master Intergovernmental Cooperative Purchasing Agreement stating they will use the resulting Equipment Rental Contract?</p> <p>Answer: All Participating Public Agencies have signed a Master Intergovernmental Cooperative Purchasing Agreement that allows them to utilize any or all contracts available through U.S. Communities but does not commit them to use the resulting Equipment Rental Contract. Please also refer to question and answer #4 above.</p>
6	3	1.4.3	Participating Public Agencies	<p>Company Question: What part does U.S. Communities play in helping the contract reach its estimated annual potential and how does that happen?</p> <p>Answer: Please refer to Section 1.4.5 Marketing Support.</p>
7	17	2.6.6	Charlotte Business INclusion Program	<p>Company Question: The equipment rental industry is capital intense with multiple layers of liability making it exceptionally difficult to incorporate sub-contractors. Can you share an example of a successfully executed MWSBE program for rental of equipment and highlight the value it brings to the City of Charlotte.</p> <p>Answer: The City is committed to promoting opportunities for maximum participation of certified MWSBEs for City funded contracts. Proposers should look at opportunities to identify and utilize MWSBE vendors for the City of Charlotte usage by considering any and all possibilities, including, but</p>

Finance Office - Procurement Management

Management and Financial Services/City of Charlotte 600 East Fourth Street Charlotte, NC 28202-2850

Phone: 704/336-2256 Fax: 704/336-2258

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				not limited to: any product offerings, company landscaping, catering, janitorial services, or delivery services for your Charlotte facility (if applicable). Please visit the Charlotte Business Inclusion Program website at the address included in Section 2.6.6 or contact their office at 704-432-3303 for additional guidance in obtaining this goal.
8	N/A	N/A	Question	<p>Company Question: Will the recent acquisition of U.S. Communities by Omina Partners have any bearing on the status of this RFP, or its award?</p> <p>Answer: No.</p>
9	122	Pricing Sheet	National Market Basket	<p>Supplier Question: There are multiple classes of equipment within each of our product categories. Does the discount need to match, or can it just be similar?</p> <p>Answer: The discounts on the National Market Basket list of products should match the discounts provided for Products by Category (tab one). If your company has additional categories, or multiple discounts per category, please add additional lines or sheets as necessary to accurately provide your discount structure.</p>
10	27 and Attachment 1	4.4.4; 4.4.5 and Attachment 1	Lease & Purchase Options	<p>Company Question: Are we required to submit an offer for Lease & Purchase options?</p> <p>Answer: No, these are optional.</p>
11	27	4.4.5	Purchase of Equipment	<p>Company Question: We do sell used equipment but pricing is dependent upon age, condition, hours, etc. so we do not have a published retail, or list price. Are we still required to submit some form of list?</p> <p>Answer: If you include the Purchase option in your proposal response, please provide an explanation of how you would calculate the purchase price.</p>
12	30	5	Proposal Content and Format	<p>Company Question: Are the two original RFP submissions to be double sided as it states copies in the RFP?</p> <p>Answer: Double-sided proposals are preferred. However, single sided proposals will be accepted.</p>

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
13	30	5	Proposal Content and Format	<p>Company Question: To confirm, a copy of the RFP is not to be submitted with the response, only the submission components?</p> <p>Answer: A copy of the RFP does not need to be submitted with your proposal response. However, your responses should clearly identify the RFP requirement by RFP section number and title that you are responding to.</p>
14	25	4.2.1	Product Standards and Service Level Requirements	<p>Company Question: Should the equipment not perform due to user misuse, it is requested that the Participating Public Agency is responsible for any replacement equipment needed along with repairs. In addition should the equipment not perform due to a defect that wasn't noted at the time of receipt, it is requested that responsibility be placed upon the City. Will the City agree to these modifications?</p> <p>Answer: Section 4.2.1 clearly states "Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA." Section 4.2.2 addresses the need for the Company to provide information regarding current conditions and any visual, pre-existing damage to the equipment at the time the PPA takes possession. Section 4.2.3 requires proposals to include a sample of any service agreement or contract that the Company will require the PPA to sign that includes any and all charges that will be assessed at time of rental. The City of Charlotte does <u>not</u> agree to be responsible for replacement or repairs of other PPA's rental equipment. This will be the responsibility of the PPA. Per Section 1.4.3, the City of Charlotte is acting as "contracting Agent" for the PPA and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.</p>
15	N/A	Exhibit A, Item 27	Sample City Contract Liquidated Damages	<p>Company Question: The liquidated damages clause is undefined and without limitations, and subject to interpretation. It is requested that this item be removed from the contract.</p>

Finance Office - Procurement Management

Management and Financial Services/City of Charlotte 600 East Fourth Street Charlotte, NC 28202-2850

Phone: 704/336-2256 Fax: 704/336-2258

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				<p>Answer:</p> <p>Please refer to Section 2.6.12 Exceptions to the RFP.</p> <p>Any exceptions to the terms and conditions of the City of Charlotte will be negotiated at time of contract award.</p>
16	N/A	Exhibit A, Item 33	Sample City Contract Indemnification	<p>Company Question:</p> <p>Please see the indemnification language from our Master Rental Agreement.</p> <p>Answer:</p> <p>Please refer to Section 2.6.12 Exceptions to the RFP.</p> <p>Any exceptions to the terms and conditions of the City of Charlotte will be negotiated at time of contract award.</p>
17	N/A	Exhibit A, Item 34	Sample City Contract Insurance	<p>Company Question:</p> <p>Automobile Liability is referenced as needed to be provided by the supplier. It should be noted that the City must provide this coverage by following the language for the rental agreement for refuse trucks.</p> <p>Answer:</p> <p>Please refer to Section 2.6.12 Exceptions to the RFP.</p> <p>Any exceptions to the terms and conditions of the City of Charlotte will be negotiated at time of contract award.</p>
18	N/A	N/A	Value of Contract	<p>Company Question:</p> <p>What is the current contract value?</p> <p>Answer:</p> <p>Please refer to Section 1.4.4.</p>
19	N/A	N/A	Value of Contract	<p>Company Question:</p> <p>Will the City exclusively use the resulting contract?</p> <p>Answer:</p> <p>Not exclusively but as the primary source for Rental Equipment.</p>
20	45	Question 7	Cooperatives	<p>Company Question:</p> <p>Is this referring to government cooperatives?</p> <p>Answer:</p> <p>Yes</p>
21	N/A	21	Pre-Proposal Conference	<p>A copy of the sign-in sheet from the Pre-Proposal Conference held on June 6, 2018 is attached.</p>

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

Any Company not acknowledging receipt of an issued addendum may not be considered.

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring www.ips.state.nc.us or the City of Charlotte website at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
RFP File

\$ _____ .00 in year one
 \$ _____ .00 in year two
 \$ _____ .00 in year three

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible and Title</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager;
 - b. Each person that will have primary responsibility for U.S. Communities account management; and

CITY OF CHARLOTTE
Finance - Procurement Management

Pre-Proposal Conference RFP# 269-2018-047 Date: June 6, 2018 Time: 1:00 pm

Equipment Rentals and Related Products and Services

Company Name	Representative Name	Phone Number	E-Mail Address
U.S. Communities	Alexis Turner	2146292056	aturner@uscommunities.org.
SUNBELT RENTALS	MATT ROFFE	943-339-0560	math.roffe@sunbeltrentals.com
Herc Rentals	Frank Calderaro	201-681-2952	Franks.Calderaro@HercRentals.com
Sunbelt Rentals	Natalia Welsh	via phone	
Sunbelt Rentals	Dan Newby	via phone	
Sunbelt Rentals	Mike Delano	via phone	
CAROLINA CAT	Brian Holcomb	via phone	
Carolina CAT	Loy Baldwin	704-308-4836	Baldwin@CarolinaCat.com
By Truck Rentals	Eric Marth	via phone	
City of Charlotte	Karen Ewing	704 336-2992	Kewing@charlottenc.gov

Seattle.gov

The Buy Line Blog

City Purchasing

U.S. COMMUNITIES: Equipment Rentals and Related Products and Services; RFP #269-2018-047

May 22, 2018 by [purchadmin](#)

[Click here to access RFP #269-2018-047](#)

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for Equipment Rentals and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **June 6th, 2018, at 1:00 p.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5483. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JUNE 26, 2018 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and two (2) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals

Attention: Karen Ewing

[Name of Company Submitting Proposal]

Rental Equipment Products & Services

RFP # 269-2018-047

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore

Chief Procurement Officer

Filed Under: [Bids & Proposals](#), [RFP #269-2018-047](#)

U.S. COMMUNITIES: ORACLE PRODUCTS AND SERVICES; RFP #180233

May 21, 2018 by [purchadmin](#)

[Click here to access RFP #180233](#)

Bid Contact Brian Walsh

Procurement Consultant

602 -506-3243

walshb@mail.maricopa.gov

REQUEST FOR PROPOSAL FOR: ORACLE PRODUCTS AND SERVICES

Notice is hereby given that Maricopa County is conducting this request for proposals, electronically through an outside agent, BidSync.com, until **2:00 P.M. MST on JUNE 26, 2018** for **SERIAL #180233-REQUEST FOR PROPOSALS FOR ORACLE PRODUCTS AND SERVICES**.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to (www.BidSync.com) and click on the orange ‘Register’ link. Registration has no cost and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSYNC.COM WILL BE CONSIDERED FOR AWARD.**

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or (support@BidSync.com).

All responses shall be submitted **electronically** to BidSync.com prior to the bid closing. The bid will be listed under **“180233-RFP REQUEST FOR PROPOSAL FOR ORACLE PRODUCTS AND SERVICES”**.

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

Filed Under: [Bids & Proposals](#), [RFP #180233](#)

McCaw Hall ETC LED Lobby Lighting Upgrade; ITB#SC0-09

May 18, 2018 by [DS](#)

[Click here to access Invitation to Bid #SC0-09](#)

ITB Due Date & Time: 6/4/2018, 3 p.m.

Addendum Q&A: N/A

Pre-Bid Conference (Optional): 5/23/2018, 3 p.m.

at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

Pre-Bid Conference Attendees List: N/A

City Buyer: [David Stubblefield](#), 206-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB#SC0-09](#)

Public Life Data Collection Program; ITB #SDOT-4462

May 15, 2018 by [purchadmin](#)

Click here to access [Invitation to Bid #SDOT-4462](#)

ITB Due Date & Time: 5/31/2018, 2 p.m.

Addendum Q&A: N/A

Optional Pre-Bid Conference: 5/21/2018, 9 – 10 a.m.
at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

City Buyer: [Sara Schutt](#), 206-684-684-0456

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SDOT-4462](#)

600V, Aluminum and Copper Cable; ITB #SCL-4453

May 3, 2018 by [purchadmin](#)

Click here to access [Invitation to Bid #SCL-4453](#)

ITB Due Date & Time: May 31, 2018, 2 p.m. PT

[Addendum Q&A: 05/17/2018](#)

Pre-Bid Conference (Optional): 05/10/2018, 9 a.m. PT

At the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

[Pre-Bid Conference Attendees List: 05/10/2018](#)

Join Skype Meeting

Skype Phone: 206-386-1200

844-386-1200

Conference ID: 9686684

City Buyer: [David McLean](#), 206-684-0445

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SCL-4553](#)

SFD Inspection, Pre-Incident, & Mobile: Inspection, Pre-Incident

Database Replacement Project; RFP #ITD-4417

May 2, 2018 by [purchadmin](#)

Click here to access [Request for Proposal #ITD-4417](#)

RFP Due Date & Time: 05/31/2018 at 3 p.m. Pacific Time

Addendum Q&A: [5/18/2018](#)

Pre-Proposal Conference (Optional): 05/09/2018 at 3 p.m. Pacific Time
at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

Pre-Proposal Conference Attendees List: N/A

Join Skype Meeting

206-386-1200,,6968233# (US) English (United States)

844-386-1200,,6968233# (US) English (United States)

Conference ID: 6968233

City Buyer: [Marlon R. Franada](#), 206-684-4515

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [RFP #ITD-4417](#)

U.S. COMMUNITIES: Elevator, Escalator and Walkway Maintenance

and Modernization Services, Inspection Services, and Related Solutions; RFP #EV2516

May 2, 2018 by [purchadmin](#)

[Click here to access RFP #EV2516](#)

DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the City Contact Person listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, June 8th, 2018. The RFP can be accessed at the following link: <https://my.rfp365.com/public/rfp/09a8ea65-1f56-4840-9c48-7d53fe6f6dff>.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at 1:00 p.m. (CST) on Wednesday, May 16th, 2018:

City of Kansas City, Missouri City Hall 414 East 12th Street

11th Floor Conference Room General Services Department Kansas City, MO 64106

City of Kansas City, Missouri City Hall

414 East 12th Street

11th Floor Conference Room

General Services Department

Kansas City, MO 64106

Filed Under: [Bids & Proposals](#), [RFP #EV2516](#)

Cementitious Materials and Delivery Services; ITB #TRN-4264

May 2, 2018 by [purchadmin](#)

Click here to access [Invitation to Bid #TRN-4264](#)

ITB Due Date & Time: 05/30/2018 at 3:00 PM PST

Addendum Q&A: [05/17/2018](#)

Pre-Bid Conference (Optional): 05/08/2018 at 2:00 PM PST
at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

Pre-Bid Conference Attendees List: N/A

City Buyer: [Marlon R. Franada](#), 206-684-4515

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #TRN-4264](#)

Preformed Thermoplastic Materials; ITB #TRN-4408

May 1, 2018 by [purchadmin](#)

Click here to access [Invitation to Bid #TRN-4408](#)

ITB Due Date & Time: 05/31/2018 at 3:00 PM PT

Addendum Q&A: [05/14/2018](#)

Pre-Bid Conference (Optional): 05/10/2018 at 2:00 PM PT
at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

Pre-Bid Conference Attendees List: N/A

City Buyer: [Marlon R. Franada](#), 206-684-4515

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #TRN-4408](#)

CLOSED-Sidewalk Beveling; ITB #TRN-4358

April 26, 2018 by [purchadmin](#)

[Click here to access Invitation to Bid #TRN-4358](#)

ITB Due Date & Time: 05/18/2018; 3:00PM

Addendum Q&A: 05/01/2018

Pre-Bid Conference (Optional): 04/30/2018; 3:00PM
at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle

Pre-Bid Conference Attendees List: N/A

City Buyer: [David Stubblefield](#), 206-684-0452

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #TRN-4358](#)

[The Buy Line Home](#) - [RSS Feed](#) - [Log in](#)

[ADA Notice](#)
[Privacy](#)

[Notice of Nondiscrimination](#)
© 2018 City of Seattle

Notice

Basic Information

Estimated Contract Value (CAD) \$150,000,000.00 (Not shown to suppliers)
Reference Number 0000097316
Issuing Organization U.S. Communities
Owner Organization City of Charlotte, NC
Solicitation Type RFP - Request for Proposal
Solicitation Number 269-2018-047
Title Equipment Rentals and Related Products and Services
Source ID PU.MU.USA.457357.C50448
Agreement Type None

Details

Region All of Canada, All of Canada
Purchase Type Term: 2018/08/01 12:00:00 AM EDT - 2023/07/31 12:00:00 AM EDT
Description **RFP# 269-2018-047**

The City of Charlotte, NC (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Equipment Rentals and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on June 26th, 2018. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

Dates

Publication 2018/05/22 11:29:01 AM EDT
Question Acceptance Deadline 2018/06/08 05:00:00 PM EDT
Questions are submitted online No
Bid Intent Optional
Bid Intent Deadline 2018/06/01 07:00:00 PM EDT
Notify Solicitation Owner No (Not shown to suppliers in the abstract)
Closing Date 2018/06/26 02:00:00 PM EDT

Prebid Conference 2018/06/06 01:00:00 PM EDT

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2018/06/06 01:00:00 PM EDT
Location City of Charlotte, NC
Event Note

Bid Submission Process

Bid Submission Type Physical Bid Submission

Documents

Documents

Document	Size	Uploaded Date	Language
269-2018-047 RFP Equipment Rentals_ATTCH_FINAL.pdf [pdf]	1 Mb	2018/05/22 11:28:26 AM EDT	English

Categories

Selected Categories

MERX Categories (3)	
G	Goods Goods
G18	Industrial Equipment Industrial Equipment
G19	Machinery and Tools Machinery and Tools
G2	Air Conditioning and Refrigeration Equipment Air Conditioning and Refrigeration Equipment



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Tuesday, 05/22/2018

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Equipment Rentals and Related Products and Services
Agency: U.S. Communities
Division: Operations
Contract Number: 269-2018-047
Contract Term: Five years with two (2)- two (2) year extensions available
Date of Issue: 05/23/2018
Due Date/Time: 06/26/2018 2:00 PM
 EST
County(ies): All NYS counties
Location: City of Charlotte, NC
Classification: Vehicles & Equipment - *Commodities*
Opportunity Type: General
Entered By: Alexis Turner
Description: RFP# 269-2018-047

The City of Charlotte, NC (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Equipment Rentals and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on June 26th, 2018. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

Service-Disabled Veteran-Owned Set Aside: No

* These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.

Contact Information

Technical Contact: City of Charlotte
Karen Ewing
600 East Fourth Street
Charlotte, NC 28202
United States
Ph: 704-336-2992

Primary contact: U.S. Communities
Operations
U.S. Communities
Alexis Turner
Solicitation Manager
2999 Oak Road, Suite 710
Walnut Creek, CA 94597
United States
Ph: 214-629-2056
aturner@uscommunities.org

Submit to contact: U.S. Communities
Operations
U.S. Communities
Alexis Turner
Solicitation Manager
2999 Oak Road, Suite 710
Walnut Creek, CA 94597
United States
Ph: 214-629-2056
aturner@uscommunities.org

Supporting document shown below:

The following supporting documents are available for download:

Document title	Description	Type
RFP Packet		pdf

To download these documents, please visit the New York State Contract Reporter website: <http://www.nyscr.ny.gov>

© 2018, Empire State Development <http://www.esd.ny.gov/>



Ian Johnston, Onvia - Content Logins

Account Manager: [Nathan Broome](#) (206) 373-9192
[[Help & Support](#)]

Type: Bid

Project Name: [Rental Equipment Products & Services](#)

Agency: [City of Seattle](#)

Location: Charlotte, NC 28202

Level Of Government: City and Town

Submittal/Due Date: **6/26/2018 2:00 PM**

Pre-Bid Meeting Date: 6/6/2018 1:00 PM

Agency Bid #: 269-2018-047

Publication Date: 5/23/2018

Last Updated Date: 6/21/2018

Onvia Reference #: BID:36371918

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

Specifications

Description: System Identifier: 38716 Customer Reference Number: 269-2018-047 Organization Name: Seattle, City of Title of Opportunity: Rental Equipment Products & Services Description of Opportunity: Broadest selection of Rental Equipment offered including but not limited to: Construction Equipment – Heavy, Medium, and Light, Aerial Lifts, Scaffold, Earth Moving Equipment, Electrical Tools, Power Equipment, General Construction Tools, Material Handling Equipment, Facility Maintenance and Cleaning Equipment, HVAC Equipment, Pumps, Generators, Snow Removal Equipment, Safety Equipment, Portable Sign Boards, Portable Traffic Signals and Road Barricades, Purchase and Lease Options Date Posted: 5/22/2018 Date Closed: 6/26/2018 Estimated Value: 150,000,000 Contact Name: Karen Ewing Contact Phone: (704) 336-2992

Project Documents: [DM0004 269-2018-047 Equip Rent...](#) Document

Products and Services: **Primary:** Heavy machinery rental services

Project Scope

Maximum Contract Value: \$150,000,000.00

Agency Contact

Buyer: [Karen Ewing](#)

Buyer Address: North Carolina

Buyer Email: kewing@charlottenc.gov

Buyer Phone: p: (704) 336-2992

Agency: [City of Seattle](#)

Owner Address: 600 5th Avenue
Seattle, Washington 98124

Owner Phone: p: (206) 684-2489

Owner Website: <http://www.seattle.gov>

Current Solicitations

Home > [Solicitations](#)

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

Solutions

BY SUPPLIER ([show all ->](#))

BY CATEGORY

- Facilities
- Office & School
- Specialty
- Technology

Main Menu

JUMP TO:

[Solicitations](#)

[About](#)

[News & Events](#)

[Resources](#)

[Contact Us](#)

[Shop](#)

[Education Purchasing](#)

[Government Purchasing](#)

[Nonprofit](#)

[Go Green Program](#)

[Innovation Exchange](#)

Equipment Rentals and Related Products and Services

Lead Agency:

City of Charlotte, NC

Responses due: June 26, 2018 at 2pm



RFP Documents:

[RFP 269-2018-047](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	May 22, 2018 – June 26, 2018
Onvia/DemandStar	May 22, 2018 – June 26, 2018
City of Charlotte, NC	May 22, 2018 – June 26, 2018
Canadian MERX Public Tenders	May 22, 2018 – June 26, 2018
State of Hawaii and Oregon	May 22, 2018 – June 26, 2018
State of Louisiana	May 22, 2018 – June 26, 2018

Oracle Products and Services

Lead Agency:

Maricopa County, AZ

Responses due: June 26, 2018 at 2pm



RFP Documents:

[RFP 180233](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	May 17, 2018 – June 26, 2018
Onvia/DemandStar	May 17, 2018 – June 26, 2018
Maricopa County, AZ/Bidsync	May 17, 2018 – June 26, 2018
Canadian MERX Public Tenders	May 17, 2018 – June 26, 2018
State of Hawaii and Oregon	May 17, 2018 – June 26, 2018
State of Louisiana	May 17, 2018 – June 26, 2018

Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions

Lead Agency:

City of Kansas City, MO

RFP Documents:

[RFP EV2516](#)

Responses due: June 8, 2018 at 11pm



Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	May 1, 2018 – June 8, 2018
Onvia/DemandStar	May 1, 2018 – June 8, 2018
City of Kansas City, MO	May 1, 2018 – June 8, 2018
Canadian MERX Public Tenders	May 1, 2018 – June 8, 2018
State of Hawaii and Oregon	May 1, 2018 – June 8, 2018
State of Louisiana	May 1, 2018 – June 8, 2018

Public Safety and Emergency Preparedness Equipment and Related Services

Lead Agency:
Fairfax County, VA



Responses due: March 13, 2018 at 2pm

RFP Documents:

- [RFP 2000002547](#)
- [RFP 2000002547 Market Basket](#)
- [RFP 2000002547 Addendum 1](#)
- [RFP 2000002547 Market Basket Addendum 1](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	February 6, 2018 – March 13, 2018
Onvia/DemandStar	February 6, 2018 – March 13, 2018
Fairfax County, VA	February 6, 2018 – March 13, 2018
Canadian MERX Public Tenders	February 6, 2018 – March 13, 2018
State of Hawaii and Oregon	February 6, 2018 – March 13, 2018
State of Louisiana	February 6, 2018 – March 13, 2018

Document and Media Destruction Services

Lead Agency:
Cobb County, GA



Responses due: February 8, 2018 at 12pm

[Notice of Intent to Award to Stericycle/Shred-it](#)

RFP Documents:

- [RFP 18-6320](#)
- [RFP 18-6320 Addendum 1](#)

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	January 12, 2018 – February 8, 2018
Onvia/DemandStar	January 12, 2018 – February 8, 2018
Cobb County, GA	January 12, 2018 – February 8, 2018
Canadian MERX Public Tenders	January 12, 2018 – February 8, 2018

State of Hawaii and Oregon

January 12, 2018 – February 8, 2018

State of Louisiana

January 12, 2018 – February 8, 2018

Energy Consulting and Management Services

Lead Agency:

City of Mesquite, TX

Responses due: February 9, 2018



RFP Documents:

[RFP 2018-017](#)

[RFP 2018-017 Addendum 1](#)

[RFP 2018-017 Addendum 2](#)

[RFP 2018-017 Addendum 3](#)

[Letter of Intent to Award to TFS Energy Solutions, LLC d/b/a Tradition Energy](#)

Postings

Posting Information:

Date Posted:

U.S. Communities: Current Solicitations

December 13, 2017 – February 2, 2018

Onvia/DemandStar

December 13, 2017 – February 2, 2018

City of Mesquite, TX

December 13, 2017 – February 2, 2018

Canadian MERX Public Tenders

December 13, 2017 – February 2, 2018

State of Hawaii and Oregon

December 13, 2017 – February 2, 2018

State of Louisiana

December 13, 2017 – February 2, 2018

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started

- [Program Overview](#)
- [How It Works](#)
- [FAQs](#)

Why Use U.S. Communities

- [What Makes Us Different](#)
- [Webinars & Events](#)
- [Supplier Commitments](#)

Discounts on Brands

- [Products & Suppliers](#)
- [Online Marketplace](#)
- [Solicitations](#)

Over 55,000 agencies trust U.S.

- [Who Uses U.S. Communities](#)
- [Cooperative Standards](#)
- [State Statutes](#)

[CONTACT US](#)

[BECOME A SUPPLIER](#)

[ABOUT US](#)

[LEGAL](#)

[PRIVACY](#)

[MICPA](#)

Pamplin
MediaGroup

6605 SE Lake Road, Portland, OR 97222
PO Box 22109 Portland, OR 97269-2169
Phone: 503-684-0360 Fax: 503-620-3433
E-mail: legals@commnewspapers.com

AFFIDAVIT OF PUBLICATION

State of Oregon, County of Multnomah, SS I,
Charlotte Allsop, being the first duly sworn,
depose and say that I am the Accounting
Manager of the Business Tribune, a newspa-
per of general circulation, published at Port-
land, in the aforesaid county and state, as
defined by ORS 193.010 and 193.020, that

Ad#: 49320
Owner: U.S. Communities Government
Purchasing Alliance
Description: MASTER AGREEMENT FOR
EQUIPMENT RENTALS AND RELATED
PRODUCTS AND SERVICES

A copy of which is hereto annexed, was
published in the entire issue of said
newspaper for 7 week(s) in the

following issue:

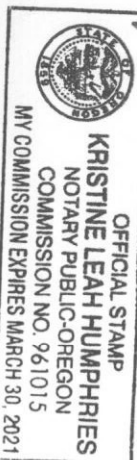
05/25/2018, 05/29/2018,
06/01/2018, 06/05/2018,
06/08/2018, 06/12/2018, 06/15/2018

Charlotte Allsop

Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this
06/15/18

[Signature]
NOTARY PUBLIC FOR OREGON



Acct #: 132066
Attn: ALEXIS TURNER
U.S. COMMUNITIES
700 GROVE STREET, 11C
JERSEY CITY, NJ 07310



U.S. COMMUNITIES GOVERNMENT
PURCHASING ALLIANCE
MASTER AGREEMENT FOR EQUIPMENT
RENTALS AND RELATED PRODUCTS
AND SERVICES

Proposals due: June 26, 2018 @ 2:00 pm
REQUEST FOR PROPOSALS
RFP # 269-2018-047

The City of Charlotte, NC (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Equipment Rentals and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on June 26th,

2018. Additional information may be found at: <http://charlotte.nc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.
Published May 25, 29, June 1, 5, 8, 12 & 15, 2018.

BT49320

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in
THE ADVOCATE, a daily newspaper of general
circulation published in Baton Rouge,
Louisiana, and the Official Journal of the State
of Louisiana, City of Baton Rouge, and Parish of
East Baton Rouge or published daily in THE
NEW ORLEANS ADVOCATE, in
New Orleans Louisiana, or published daily in
THE ACADIANA ADVOCATE in Lafayette,
Louisiana, in the following issues:

05/25/2018, 05/26/2018, 05/27/2018,
05/28/2018, 05/29/2018, 05/30/2018,

05/31/2018

Shelley Calloni, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

5/31/2018

M. Monic McChristian

M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



PUBLIC NOTICE

The City of Charlotte, NC (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Equipment Rentals and Related Products and Services. The resulting contract may be awarded to a third party supplier. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on June 26th, 2018. Additional information may be found at:

<http://charlottecog.gov/DoingBusiness/Pages/Contractopportunities.aspx>

269536-may 25-26-27-28-29-30-31-7E

U.S. COMMUNITIES

269536-01

ALEXIS TURNER
700 GROVE ST APT 11C
JERSEY CITY, NJ 07310

STATE OF WASHINGTON -- KING COUNTY

--SS.

362279

U.S. COMMUNITIES

No.

Affidavit of Publication

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

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

BCSB:EQUIPMENT RENTALS

was published on

05/23/18 05/24/18 05/25/18 05/26/18 05/29/18 05/30/18 05/31/18

The amount of the fee charged for the foregoing publication is the sum of \$504.00 which amount has been paid in full.

Subscribed and sworn to before me on

05/31/2018

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



State of Washington, King County

U.S. Communities Government Purchasing Alliance Equipment Rentals and Related Products Proposals Due: June 26

RF# 269-2018-047

The City of Charlotte, NC (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Equipment Rentals and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RF# is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on June 26th, 2018. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

Date of first publication in the Seattle Daily Journal of Commerce, May 23, 2018.
[5/31\(362279\)](#)

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP# 269-2018-047

}
}
}
}
}
}
}
}

STATE OF HAWAII }
 } SS.
City and County of Honolulu }

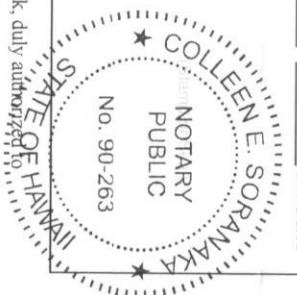
Doc. Date: JUN - 1 2018 # Pages: 1

Notary Name: COLLEEN E. SORANAKA First Judicial Circuit

Doc. Description: Affidavit of

Publication

Notary Signature: *[Signature]* JUN - 1 2018 Date



Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 7 times on:

05/26, 05/27, 05/28, 05/29, 05/30, 05/31, 06/01/2018
West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang

Subscribed to and sworn before me this 1 day of June A.D. 2018

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2020



Ad # 0001100950

SP. NO.: _____ L.N.

RFP# 269-2018-047
The City of Charlotte, NC (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Equipment Rentals and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 pm local time on June 28th, 2018. Additional information may be found at: <http://charlottncc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>. 5/26, 5/27, 5/28, 5/29, 5/30, 5/31, 6/1/18

- [Manage Users](#)
- [Manage My Account](#)
- [Search for Vendors](#)
- [Build/Manage Notification lists](#)
- [Manage Solicitations](#)
- [Search for Solicitations](#)
- [View User Guides](#)
- [Reports](#)
- [Logout](#)

[help](#)

Manage Solicitations :

Edit Solicitation Record

Solicitation Status: Posted

Make a copy of this solicitation [what's this?](#)

Step 1

You must complete the steps in order: Step 1, Step 2, Step 3 and Step 4 and fill out the fields from left to right for each step. The system will not allow you to complete the steps out of order and will prompt you with an error message.

Customer Reference Number *

269-2018-047

System Assigned Identifier

38716

Solicitation Title * (limited to 75 characters)

Rental Equipment Products & Services

Description * (limited to 500 characters)

Broadest selection of Rental Equipment offered including but not limited to: Construction Equipment - Heavy, Medium, and Light, Aerial Lifts, Scaffold, Earth Moving Equipment, Electrical Tools, Power Equipment, General Construction Tools, Material Handling Equipment, Facility Maintenance and Cleaning Equipment, HVAC Equipment, Pumps, Generators, Snow Removal Equipment, Safety Equipment, Portable Sign Boards, Portable Traffic Signals and Road Barricades, Purchase and Lease Options

Solicitation Type *

RFP

Open or Selective *

Open

The Post Date is the date the solicitation will post to the solicitation calendar. The Inactive Date is the date the solicitation will drop off the solicitation calendar.

Posting Date *

5/22/2018

Inactive Date *

6/26/2018

May 2018								
<	Sun	Mon	Tue	Wed	Thu	Fri	Sat	>
	29	30	1	2	3	4	5	
	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31	1	2	
	3	4	5	6	7	8	9	

June 2018								
<	Sun	Mon	Tue	Wed	Thu	Fri	Sat	>
	27	28	29	30	31	1	2	
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
	1	2	3	4	5	6	7	

Contact Name *

Karen Ewing

Contact Phone *

(704) 336 - 2992 ext.

Contact Email Address *

kewing@charlottenc.gov

Validate Email Address *

kewing@charlottenc.gov

Estimated Value (limited to 24 characters)

150,000,000

Organization Name *

Seattle, City of

Step 2 - Make sure you have completed Step 1 before proceeding.

Select the county where the Goods are to be delivered or the Services to be performed.

Please select a commodity code for this solicitation. This selection does not affect vendor notification.

Counties*

County Name
Adams
Asotin
Benton
Chelan

[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#)

Comm Codes*

Code Title
975-06 Aerial Device Rental or Lease
975-08 Agricultural Tractors, Mowers, Implements and Accessories Rental or Lease
981-11 Air Compressors and Accessories Rental or Lease
981-12 Air Conditioning Equipment and Accessories Rental or Lease

[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) ...

Step 3 - Make sure you have completed Steps 1 and 2 before proceeding.

Step 3 builds your vendor list for notification.

SELECT VENDORS FOR NOTIFICATION

BY:

COMMODITY CODE/COUNTY ↗

It is the counties where the vendors indicated they are willing to provide service in.

[View Selected Vendors](#)

- Total number of records = **582**
- Total number of minority owned records = **9**
- Total number of woman owned records = **7**
- Total number of minority and woman owned records = **8**
- Total number of Washington small business records = **159**
- Total number of Washington mini business records = **14**
- Total number of Washington micro business records = **67**
- Total number of veteran owned records = **28**

Step 4 - Make sure you have completed Steps 1, 2 and 3 before proceeding.

Solicitation Document Name *
(50 character file name limit)

File
[269-2018-047 Equip Rental.pdf](#)

Solicitation Amendment Name
(50 character file name limit)

 [Upload Solicitation Amendment](#)

No File Uploaded

File



[RECORD SOLICITATION RESULTS](#)

Record Solicitation Results and Notify Unsuccessful Vendors



[VIEW SOLICITATION HISTORY](#)

This Displays Solicitation History



BACK

CANCEL SOLICITATION 

[feedback](#)

[contact us](#)

[terms of use](#)



**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
REFUSE TRUCK RENTALS AND RELATED PRODUCTS AND SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE REFUSE TRUCK RENTALS AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of November 2019, by and between Big Truck Rental, LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Refuse Truck Rentals and Related Products and Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT


- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A and shall become effective on November 1, 2019.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2019000319
Amendment#: 1
Vendor#: 306600

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above. .

BIG TRUCK RENTAL, LLC


BY: 
(signature)

PRINT NAME: Zach Martin

TITLE: Vice President of Sales

DATE: 10-17-19

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION**

BY: 
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 10/28/2019

Contract#: 2019000319
Amendment#: 1
Vendor#: 306600

EXHIBIT A
PRICE ADJUSTMENTS

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Accessories			
2	Aerial Equipment			
3	Air Moving Equipment			
4	Earth Moving Equipment			
5	Compaction Equipment			
6	Compressors			
7	Concrete and Masonry Equipment			
8	Cooling and Heating Equipment			
9	Cranes			
10	Demolition Equipment			
11	Drill Equipment and Tools			
12	Electrical Equipment			
13	Forklifts and Accessories			
14	Refuse Trucks	0-3%	See Attached	
15	Generators			
16	Landscaping			
17	Lighting Equipment			
18	Painting Equipment			
19	Pumps and Accessories			
20	Saws and Accessories			
21	Shop Equipment			
22	Trenching Equipment			
23	Vehicles and Trailers			
24	Washing Equipment			
25	Welding Equipment			
26	Miscellaneous			

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
 ADDITIONAL CHARGES

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Delivery Fee	\$2.99 Per Mile
Fuel	
Training	
Loss of Use	
Cleaning	
Set Up Fee	
Mileage Charges	
Other	*Customer Damage and Consumables such as Tires are billed on a per rental basis based on pre-inspection and post-inspection documents. See Rental Agreement for details

Over Meter/Allotted Hours of Use	Additional Charge for Hours Over
Daily Rental	
Weekly Rental	
Monthly Rental	Customer is to use the Vehicle for a maximum of 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
Leasing Options and Pricing Structure

PLEASE PROVIDE YOUR PURCHASE OPTIONS AND PRICING FOR ALL EQUIPMENT
CATEGORIES INCLUDED IN YOUR RENTAL/LEASING OFFERINGS

Big Truck Rental offers a rent to purchase program. The customer and Big Truck Rental agree to a purchase price (see below) on the vehicle and 25% of all paid rentals can be applied to the purchase price of the vehicle. The minimum rental period on the program is 6 months with a maximum of 18 months. This program rental rate is the monthly rate as proposed in the market basket.

Big Truck Rental also markets/sells our off-rent trucks that typically range in 1.5-2 years in age. Big Truck Rental will offer the City of Charlotte and U.S. Communities members a 1% discount off of the standard retail price of the vehicle.

Big Truck Rental can offer US Communities members a full maintenance option on all of our rented trucks. This can cover anything from standard preventative maintenance requirements (oil changes, filter changes, etc.) or encompass the full requirements of any consumable items the truck may require during its rental term (tires, brakes, etc.). Because of the variability of this program, these services will be billed on an a la carte basis dependent on the customer request.



U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

**EQUIPMENT RENTALS 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 #269-2018-047

May 22, 2018

**REQUEST FOR PROPOSALS
RFP # 269-2018-047**

Equipment Rentals and Related Products and Services

May 22, 2018

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for Equipment Rentals and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **June 6th, 2018, at 1:00 p.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5483. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JUNE 26, 2018 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and two (2) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Karen Ewing
[Name of Company Submitting Proposal]
Rental Equipment Products & Services
RFP # 269-2018-047

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
RFP Project File

Checklist for submitting a Proposal:

Step 1- Read the document fully.

Step 2- If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

Steps 3- If you have any questions send them before the deadline listed in **Section 3.3**.

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

Proposal Copies - Please provide the specified number for each format

- 2 Copies marked “Original” in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- 2 Copies on flash drive.

Proposal Format - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Attachment 1 containing: Fixed Percentage Discounts / Additional Charges / Market Basket / Lease Pricing / Purchase Option Pricing
	MWSBE Participation Plan (Section 6, Form 5)
	Company’s Background Response) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Certification Regarding Debarment (Section 6, Form 9)
	U.S. Communities Worksheet for National Program Consideration (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 34.

It is the Company’s responsibility to check www.ips.state.nc.us or <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for any addenda or changes to this Project. Search for RFP # 269-2018-047 to find if any documents or changes have been posted.

Table of Contents

TABLE OF CONTENTS

1.	U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS	1
2.	INTRODUCTION	12
2.1	OBJECTIVE	12
2.2	DEFINITIONS	12
2.3	ACCURACY OF RFP AND RELATED DOCUMENTS	14
2.4	CITY’S RIGHTS AND OPTIONS.....	15
2.5	EXPENSE OF SUBMITTAL PREPARATION	15
2.6	PROPOSAL CONDITIONS	15
3	PROCUREMENT PROCESS	20
3.1	SCHEDULE AND PROCESS	20
3.2	INTENT TO PROPOSE.....	20
3.3	INTERPRETATIONS AND ADDENDA	20
3.4	PRE-PROPOSAL CONFERENCE	21
3.5	SUBMISSION OF PROPOSALS	21
3.6	CORRECTION OF ERRORS	22
3.7	EVALUATION.....	22
3.8	PROPOSAL EVALUATION CRITERIA	22
3.9	QUALIFICATIONS AND EXPERIENCE	23
3.10	PROJECT APPROACH / PROPOSED SOLUTION	23
3.11	COST EFFECTIVENESS AND VALUE.....	23
3.12	MWSBE SUBCONTRACTOR UTILIZATION	23
3.13	ACCEPTANCE OF THE TERMS OF THE CONTRACT	23
3.14	CONTRACT AWARD BY CITY COUNCIL	24
3.15	VENDOR INCLUSION.....	24
4	SCOPE OF SERVICES	25
4.1	GENERAL SCOPE	25
4.2	PRODUCT STANDARDS AND SERVICE LEVEL REQUIREMENTS	25
4.3	OPTIONAL LEASE AND/OR PURCHASE OF EQUIPMENT.....	26
4.4	ENVIRONMENTAL PURCHASING REQUIREMENTS	28
4.5	NEW PRODUCTS AND SERVICES	28
4.6	EMERGENCY RESPONSE	28
4.7	TRAINING.....	28
4.8	INSTALLATION	28
4.9	SAFETY	28
4.10	WARRANTY.....	28
4.11	DELIVERY	29
4.12	OPTIONAL WORK	29
4.13	REPORTS	29
4.14	PRICING.....	26
5	PROPOSAL CONTENT AND FORMAT.	30
	REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT.....	32
	REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM	34
	REQUIRED FORM 4 - PRICING WORKSHEET.....	36
	REQUIRED FORM 5 – M/W/SBE UTILIZATION	37
	REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE	39
	REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION.....	41
	EXHIBIT A – SAMPLE CITY CONTRACT.....	ERROR! BOOKMARK NOT DEFINED.

Section 1**U.S. Communities Overview and Requirements****1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS****1.1 MASTER AGREEMENT**

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

1.2 OBJECTIVES

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

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are expected to propose the broadest possible selection of Rental Equipment 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 categories:

- 1) **Construction Equipment – Heavy, Medium, and Light Equipment**
- 2) **Arial Lifts and Scaffold**
- 3) **Earth Moving Equipment**
- 4) **Electrical Tools, Power Equipment, and General Construction Tools**
- 5) **Material Handling Equipment**
- 6) **Facility Maintenance and Cleaning Equipment**
- 7) **HVAC Equipment**
- 8) **Pumps**
- 9) **Generators**
- 10) **Snow Removal Equipment**

Section 1**U.S. Communities Overview and Requirements**

- 11) **Safety Equipment**
- 12) **Portable Sign Boards**
- 13) **Portable Traffic Signals and Road Barricades**
- 14) Refuse Trucks
- 15) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, delivery and installation, repair and/or maintenance, equipment training programs, safety training programs, removal, and any other related Services to provide customer support.
- 16) **Purchase Option** – the resulting contract should include options for Participating Public Agencies who may wish to purchase equipment, either new or used.
- 17) **Leasing Option**- the resulting contract should include options for Participating Public Agencies who may wish to lease equipment. These options may include lease only and/or lease to purchase. Financing may be offered.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines 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 are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

1.4.1 National Sponsors

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

1.4.2 Advisory Board

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

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Section 1**U.S. Communities Overview and Requirements***Current U.S. Communities Advisory Board Members*

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

1.4.3 Participating Public Agencies

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

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

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

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products

Section 1

U.S. Communities Overview and Requirements

required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

1.4.5 Marketing Support

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

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

1.4.7 Evaluation of Proposals

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

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

1.4.8 Format of Proposals

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown directly followed by the proposer's response.

Section 1

U.S. Communities Overview and Requirements

SUPPLIER QUALIFICATIONS

1.5 SUPPLIERS

1.5.1 Commitments

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

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

(a) **Corporate Commitment.**

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities

Section 1**U.S. Communities Overview and Requirements**

program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

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

(b) **Pricing Commitment.**

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

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

- (A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- (B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

Section 1**U.S. Communities Overview and Requirements**

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

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

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

Section 1**U.S. Communities Overview and Requirements**

under the Master Agreement as an alternative for consideration.

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

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

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

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

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities

Section 1**U.S. Communities Overview and Requirements**

shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

Section 1
U.S. Communities Overview and Requirements


1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

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

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

Section 1

U.S. Communities Overview and Requirements

 New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	One Week
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	One Week
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	Two Weeks
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	Two Weeks
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	Three Weeks
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	Four Weeks
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	Five Weeks
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Three Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact	Eight Weeks
12. Agency Webinars	Post Launch

Section 2 Introduction and General Information

2. INTRODUCTION

2.1 Objective

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies (“PPAs”) to determine which Company and Proposed Solution will best meet the City’s needs for providing the Products and Services as requested in this RFP.

2.2 Definitions

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

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INCLUSION to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

Section 2 Introduction and General Information

<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials

Section 2 Introduction and General Information

	and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Equipment Rentals and Related Products and Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Women Business Enterprise (WBE):</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.3 Accuracy of RFP and Related Documents

Section 2

Introduction and General Information

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

2.4 City's Rights and Options

The City reserves the right, at the City's sole discretion, 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 the City, including:

- 2.4.1** To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 2.4.2** To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 2.4.3** To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 2.4.4** To waive any defect or irregularity in any Proposal received;
- 2.4.5** To reject any or all Proposals;
- 2.4.6** To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 2.4.7** To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 2.4.8** To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 2.4.9** To terminate discussions and negotiations with any Company at any time and for any reason.

2.5 Expense of Submittal Preparation

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

2.6 Proposal Conditions

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

- 2.6.1** RFP Not An Offer

Section 2

Introduction and General Information

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.6.2 Trade Secrets and Personal Identification Information /Confidentiality

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as “trade secret” information under N.C. Gen. Stat. § 66-152 et seq. (“Trade Secrets”) or (2) “personal identification information” protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver’s license numbers (“Personal Identification Information” or “PII”). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either “Personal Identification Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City 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 or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

2.6.3 Amendments to RFP

If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at www.ips.state.nc.us, and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2018-047. Companies are required to acknowledge receipt of each

Section 2

Introduction and General Information

addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

2.6.4 Proposal Terms Firm and Irreversible

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company 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 the City's election.

2.6.5 Proposal Binding for 180 Days

Section 6, Form 3 contains 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 Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

2.6.6 Charlotte Business INclusion Program

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

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

Companies responding to this RFQ are required to provide an MWSBE Participation Plan (Section 6, Form 5), describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

Section 2

Introduction and General Information

This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually: The total work performed by MWSBEs in the aggregate.

You are highly encouraged to consider any and all possibilities for MWSBE participation. A complete list of City certified SBEs and City registered MWBEs is available at www.charlottebusinessinclusion.com. Please note, when identifying MBEs for inclusion towards the established MBE Goal, only HUB certified **Aggregate MWSBE Goal 10%**: The total work performed by MWSBEs in the aggregate.

2.6.7 Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

2.6.8 Equal Opportunity

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

2.6.9 Use of City's Name.

No advertising, sales promotion or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

2.6.10 Withdrawal for Modification of Proposals

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

2.6.11 No Bribery

In submitting a response to this RFP, each Company 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 the City in connection with the Contract.

2.6.12 Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition,

Section 2

Introduction and General Information

specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. 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 Company provides an alternate 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 Company's solution, must be described in detail.

2.6.13 Fair Trade Certifications

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

2.6.14 Companies' Obligation to Fully Inform Themselves

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

2.6.15 Environmentally Preferable Purchasing

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

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

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

Section 3 Procurement Process

3 PROCUREMENT PROCESS

This Section 3 contains information about the procurement process for this Project.

3.1 Schedule and Process

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
May 22, 2018	<i>Issuance of RFP.</i> The City issues this RFP.
June 1, 2018	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
June 1, 2018	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
June 6, 2018	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 1:00 p.m.
June 8, 2018	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m.
June 26, 2018	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9 th Floor.
July 24-26, 2018	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
September 10, 2018	<i>Contract Award by Charlotte City Council.</i>
January 1, 2019	<i>Services commence.</i> Company begins providing the Services.

3.2 Intent to Propose

Please acknowledge receipt of this RFP via facsimile by **June 1, 2018** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

3.3 Interpretations and Addenda

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.

Section 3 Procurement Process

Karen Ewing, Deputy Chief Procurement Officer
City of Charlotte
Procurement Management
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2018-047
Fax: 704-632-8254
E-mail: kewing@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on June 1, 2018**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at www.ips.state.nc.us, and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>, RFP# 269-2018-047. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

3.4 Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be conducted on **June 6, 2018, at 1:00 p.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room #280 or via teleconference at 704-432-5483.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

3.5 Submission of Proposals

Proposals must be in the format specified in Section 5 of this RFP. Two (2) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **JUNE 26, 2018 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to

Section 3 Procurement Process

admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the Charlotte-Mecklenburg Government Center on the Proposal due date for the purposes of reviewing your competitors' Proposals. **The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.** All Proposals will be time-stamped upon receipt and held in a secure place until opening.

3.6 Correction of Errors

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

3.7 Evaluation

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

3.8 Proposal Evaluation Criteria

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.
2. Relevant Qualifications and Experience.

Section 3 Procurement Process

3. National/Corporate Support (including response to all U.S. Communities requirements and inclusion of signed, unaltered Administration Agreement).
4. Range and quality of Products and Services offerings including technological advances, and value added related Services.
5. Proposed Approach and Proposed Solution (including lease/purchase options).
6. Pricing.
7. Financial Qualifications.
8. MWBE, and other factors specified in this Request for Proposals.
9. References.

3.9 Qualifications and Experience

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

3.10 National/Corporate Support

Companies will be evaluated based on their completed supplier qualifications, company history, national company capabilities and responses to all U.S. Communities requirements included in the RFP.

3.11 Product and Services Offering

Proposals will be evaluated on the selection of Rental Equipment and Services they offer to the City and Participating Public Agencies with turnkey solutions to meet the various needs of all agencies.

3.12 Project Approach / Proposed Solution

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

3.13 Pricing

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

3.14 MWSBE Subcontractor Utilization

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually. MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

3.15 Acceptance of the Terms of the Contract

Section 3 Procurement Process

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

3.16 Contract Award by City Council

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

3.17 Vendor Inclusion

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

Section 4

Scope of Services

4 SCOPE OF SERVICES

4.1 General Scope

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Rental Equipment and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency). The Proposer agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations 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.

4.2.1 Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the Participating Public Agency during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

4.2.2 At the time the Participating Public Agency takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a Participating Public Agency without the signed receipt of acceptance of the equipment.

4.2.3 The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

4.2.4 At the time of any rental of equipment under the terms of the resulting Contract, Participating Public Agency representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. Participating Public Agency representatives accepting equipment will not be authorized to obligate or bind the respective

Section 4

Scope of Services

agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

4.3 **Optional Lease and/or Purchase of Equipment**

Proposals may include options for the lease and/or purchase of a variety of types of equipment. Lease offerings may include lease only and/or lease with the option to purchase. Purchase of equipment may include new or used equipment and any financing options that may be offered by the Company to a PPA.

4.3.1 Leased equipment: Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design.

Supplier will not be responsible for maintenance or routine repairs. At the time the PPA takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the PPA will review the equipment condition at point of delivery as well as point of return. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

4.3.2 Lease or Purchase of New Equipment: All lease or purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

4.3.3 Lease or Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the Participating Public Agency making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

4.4 **Pricing**

Proposers must submit a fixed percentage discount off the Company's most current published price list, or other objectively verifiable index, for all Products and Services offered by the Company. The discount percentages offered will apply to the entire Products line (all brands) for each category listed in **Attachment 1 – Discount by Category (first tab)**. Multiple discount levels on various brands or pieces of equipment are acceptable as long as they are clearly noted in the response. Discounts shall be firm for the life of the Contract.

1. All published price lists or other verifiable index must be identified and a copy provided to the City within 24 hours upon request.

Section 4 Scope of Services

2. Pricing sheets must be submitted in **Excel format** on a flash drive. To obtain an electronic copy of the Pricing sheets (Discounts, Additional Charges, and Market Basket) please email Karen Ewing at kewing@charlottenc.gov. A hard copy of the pricing sheets must also be submitted with the “Original” copy of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your proposal being deemed non-responsive.**
 - 4.4.1 **Rental:** Companies must submit a discount by category from published/book rate in **Attachment 1- Discount by Category (first tab)**. Proposers should, also, provide their published rates for rental equipment on a daily, weekly and monthly basis. Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.
 - 4.4.2 **Volume Discounts:** Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included in **Attachment 1 – Discount by Category (first tab)**.
 - 4.4.3 **National Market Basket**
For price comparison purposes and verification of discounts offered, Proposals must include unit prices for all items provided as **Attachment 1 – National Market Basket (third tab)**. Companies should not consider the Attachment as “core” or high volume items and quantities provided are for evaluation purposes only. Quantities show in the National Market Basket are estimates only and are not guaranteed.
 - 4.4.4 **Lease:** Equipment shall be provided on a monthly basis for a specified term. The Company shall state the various terms (6 month, 12 month, 18 month, 24 month, 36 month, 48 month, etc.) available to PPA and the associated monthly rates. Supplier shall also include in its proposal the costs for PPA’s seeking a lease to purchase option. The lease pricing structure and format shall be left up to the proposing Company to determine, but must be clearly defined and included on **Attachment 1 – Lease Pricing (fourth tab)**.
 - 4.4.5 **Purchase:** Supplier shall provide a discount off of a catalog, published retail list or manufacturer’s list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.
 - 4.4.6 **Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies.
 - 4.4.7 **Additional Fees**
Proposals must include prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:
 1. Company must specify all delivery, setup, pickup and related fees.
 2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

4.5 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019). Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All

Section 4

Scope of Services

requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.6 Environmental Purchasing Requirements

Each Manufacturer must provide documentation of their respective company's environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.7 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 listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.8 Emergency Response

Proposal responses must outline their Emergency Response Procedure in case of a natural disaster or emergency situation. Participating Public Agencies may need to rent, lease or purchase equipment during or just after any emergency situation and it is important to provide a detailed outline of the process that clearly states any varied rates in the event of an emergency or natural disaster.

4.9 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

4.10 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

4.11 Safety

All Companies and installers or subcontractors performing services for 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 Company 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.

4.12 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. Warranty period start date.
3. Life expectancy of equipment under normal use.

Section 4
Scope of Services

4. Detailed information as to proposed return policy on all equipment.

4.13 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment at no additional charge to the City or Participating Public Agencies. Timely delivery is important to the City and Participating Public Agencies. The Proposal must include the Company's capabilities to deliver as needed and their willingness to work with each PPA to assure their individual requirements are met.

4.14 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Reports

Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.16 References

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.17 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

Section 5 Proposal Content and Format

5 PROPOSAL CONTENT AND FORMAT

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-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.

Proposals must also include two (2) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

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. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

5.1.2 Executive Summary

The Company 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.

5.1.3 Required Forms

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and Attachment 1.

5.1.4 U.S. Communities Requirements

To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

5.1.5 Exceptions to the RFP

Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

Section 5 Proposal Content and Format

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A (“Sample Terms”). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City’s evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City’s best interest to do so.

**Section 6
Required Forms**

REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2018-047

Equipment Rentals and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2018-047, Equipment Rentals and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **June 1, 2018**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing
Deputy Chief Procurement Officer
Procurement Management
Fax: 704.632.8254
Email: kewing@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

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

_____ **We plan to attend the Pre-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: _____

**Section 6
Required Forms**

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

**Section 6
Required Forms**

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

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

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.
4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer

**Section 6
Required Forms**

discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. 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 the City, 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 the City as to any material facts.
6. It is understood by the Company that the City 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 the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Proposal: _____

Not include any exceptions to the Sample Terms.

Representative (signed): _____

**Section 6
Required Forms**

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP and in compliance with Section 4.4. Pricing. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

Refer to Section 4.4 and Attachment 1

Attachment 1 must be completed to include:

- Tab 1: Discounts by Category
- Tab 2: Additional Charges
- Tab 3: Market Basket
- Tab 4: Lease Pricing
- Tab 5: Purchase Option Pricing

Proposal must include electronic copies (on two separate flash drives) of the Company's entire proposal, including Attachment 1, all required forms, and a verifiable published price list (refer to Section 4.4) which is widely distributed to the marketplace, or other product literature which describes all the products being offered and.

A hard copy of the pricing sheets must also be submitted with the two (2) required "Original" copies of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your proposal being deemed non-responsive.**

**Section 6
Required Forms**



REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: www.charlottebusinessinclusion.com.

Please indicate if **your company** is any of the following:

___ MBE ___ WBE ___ SBE

List Information for Each MWSBE to be Utilized on this Project:	
<i>Copy this form as needed to list all MWSBEs.</i>	
Firm Name	
Work to be Performed	
Dollar Amount	
Firm Name	
Work to be Performed	
Dollar Amount	
Firm Name	
Work to be Performed	

**Section 6
Required Forms**

Dollar Amount	
Firm Name	
Work to be Performed	
Dollar Amount	
Firm Name	
Work to be Performed	
Dollar Amount	

Company Name: _____

Representative (signed): _____

Date

Representative Name

Section 6
Required Forms

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

**Section 6
Required Forms**

Required form 7 – References

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	

**Section 6
Required Forms**

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

RFP #269-2018-047 Equipment Rentals and Related Products and Services

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

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

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

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

**Section 6
Required Forms**

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively “Principals”):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

Option 1: I certify to all of the above statements.

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Option 2: I cannot certify to one or more the above statements. Attached is my explanation.

COMPANY NAME: _____

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

Section 7
Required U.S. Communities Information

COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES ___ NO ___

- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES ___ *NO ___
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)

- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES ___ *NO ___
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:
 ___ Sales between \$0 and \$25,000,000
 ___ Sales between \$25,000,001 and \$50,000,000
 ___ Sales between \$50,000,001 and \$100,000,000
 ___ Sales greater than \$100,000,001

- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES ___ NO ___

- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ___ NO ___

- G. Will your company commit to the implementation schedule in Section 1?
YES ___ NO ___

- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES ___ NO ___

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

Section 7
Required U.S. Communities Information

SUPPLIER INFORMATION

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

National Commitments

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 1.5.

Company Overview

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

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

Section 7
Required U.S. Communities Information

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017			
Segment	2015 Sales	2016 Sales	2017 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Order Processing and Distribution

- Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
- In what formats do you accept orders (telephone, ecommerce, etc.)?
- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Section 7

Required U.S. Communities Information

4. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
5. Describe how your company proposes to distribute the Products and Services nationwide.
6. Identify all other companies that will be involved in processing, handling or shipping the Products and Services to the end user.
7. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
8. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
9. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically.
 - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
10. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

Section 7
Required U.S. Communities Information

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

3. Provide an organizational chart of your company.

4. Submit a bio for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager;

 - b. Each person that will have primary responsibility for U.S. Communities account management; and

Section 7 Required U.S. Communities Information

- c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of how your offering meets the requirements set forth in Section Four of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. Please describe any emergency response programs or services you offer to Public Agencies.
5. Please describe any fleet management programs or products you offer to Public Agencies.

Environmental

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period.

Additional Information

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

Section 7
Required U.S. Communities Information

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

Section 7

Required U.S. Communities Information

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 indemnifications to Lead Public Agency.

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States

Section 7

Required U.S. Communities Information

Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

Section 7 Required U.S. Communities Information

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or

Section 7

Required U.S. Communities Information

requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

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

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

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

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

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

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads

Section 7

Required U.S. Communities Information

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

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

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

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

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

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

regarding U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries

following format: uscommunities@(name of supplier).com.

(C) A dedicated email address for general inquiries in the

Section 7 Required U.S. Communities Information

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

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

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

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

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

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public

Section 7

Required U.S. Communities Information

Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

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

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

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

Section 7

Required U.S. Communities Information

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

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

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 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 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.

Section 7
Required U.S. Communities Information

6.3 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
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

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

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

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct,

Section 7
Required U.S. Communities Information

and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

Section 7
Required U.S. Communities Information

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: _____

Section 7
Required U.S. Communities Information

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

Section 7
Required U.S. Communities Information

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Yes	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

Section 8
U.S. Communities Additional Provisions

U.S. COMMUNITIES ADDITIONAL PROVISIONS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

Section 8
U.S. Communities Additional Provisions

Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

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

Section 8
U.S. Communities Additional Provisions

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

All 50 states in the United States of America:

Alabama	Kentucky	Ohio
Alaska	Louisiana	Oklahoma
Arizona	Maine	Oregon
Arkansas	Maryland	Pennsylvania
California	Massachusetts	Rhode Island
Colorado	Michigan	South Carolina
Connecticut	Minnesota	South Dakota
Delaware	Mississippi	Tennessee
Florida	Missouri	Texas
Georgia	Montana	Utah
Hawaii	Nebraska	Vermont
Idaho	Nevada	Virginia
Illinois	New Hampshire	Washington
Indiana	New Jersey	West Virginia
Iowa	New Mexico	Wisconsin
Kansas	New York	Wyoming
	North Carolina	
	North Dakota	

Agency Name	State		
		KE KULA O S. M. KAMAKAU	HI
Malama Honua Public Charter School	HI	KAMEHAMEHA SCHOOLS	HI
ST JOHN THE BAPTIST	HI	HANAHAU`OLI SCHOOL	HI
Waimanalo Elementary and Intermediate School	HI	KIHEI CHARTER SCHOOL	HI
Kailua High School	HI	EMMANUAL LUTHERAN SCHOOL	HI
PACIFIC BUDDHIST ACADEMY	HI	KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
HAWAII TECHNOLOGY ACADEMY	HI	School Lunch Program	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	Ewa Makai Middle School	HI
MARYKNOLL SCHOOL	HI	Variety School of Hawaii	HI
ISLAND SCHOOL	HI	Our Savior Lutheran School	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	Maui Police Department	HI
		BOARD OF WATER SUPPLY	HI
		MAUI COUNTY COUNCIL	HI

Section 8
U.S. Communities Additional Provisions

Kauai County Council	HI	MAUI ECONOMIC DEVELOPMENT	
Honolulu Fire Department	HI	BOARD	HI
COUNTY OF MAUI	HI	NETWORK ENTERPRISES, INC.	HI
DEPARTMENT OF EDUCATION	HI	HONOLULU HABITAT FOR HUMANITY	HI
Lanai Community Health Center	HI	ALOHACARE	HI
Maui High Band Booster Club	HI	ORI ANUENUE HALE, INC.	HI
Big Brothers Big Sisters	HI	IUPAT, DISTRICT COUNCIL 50	HI
Tri-Isle Resource Conservation and Development District	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
Manoa Heritage Center	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Olanur	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Kumulani Chapel	HI	EAH, INC.	HI
Chamber of Commerce Hawaii	HI	PARTNERS IN DEVELOPMENT	
Naalehu Assembly of God	HI	FOUNDATION	HI
outrigger canoe club	HI	HABITAT FOR HUMANITY MAUI	HI
One Kalakaua	HI	W. M. KECK OBSERVATORY	HI
Native Hawaiian Hospitality Association	HI	HAWAII EMPLOYERS COUNCIL	HI
Islands Hospice Inc	HI	HAWAII STATE FCU	HI
St. Theresa School	HI	MAUI COUNTY FCU	HI
Hawaii Peace and Justice	HI	PUNAHOU SCHOOL	HI
Kauai Youth Basketball Association	HI	YMCA OF HONOLULU	HI
NA HALE O MAUI	HI	EASTER SEALS HAWAII	HI
LEEWARD HABITAT FOR HUMANITY	HI	AMERICAN LUNG ASSOCIATION	HI
WAIANAЕ COMMUNITY OUTREACH	HI	Pohaha I Ka Lani	HI
NA LEI ALOHA FOUNDATION	HI	Hawaii Area Committee	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI	Tri-Isle RC&D	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI	Lanai Federal Credit Union	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI	Hawaii Bicycling League	HI
LANAKILA REHABILITATION CENTER INC.	HI	Aloha United Way	HI
POLYNESIAN CULTURAL CENTER	HI	Kipuka o Ke Ola	HI
CTR FOR CULTURAL AND TECH		READ TO ME INTERNATIONAL	
INTERCHNG BETW EAST AND WEST	HI	FOUNDATION	HI
BISHOP MUSEUM	HI	MAUI FAMILY YMCA	HI
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	WAILUKU FEDERAL CREDIT UNION	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	ST. THERESA CHURCH	HI
		HALE MAHAOLU	HI
		West Maui Community Federal Credit Union	HI
		Hawaii Island Humane Society	HI
		Western Pacific Fisheries Council	HI
		Kama'aina Care Inc	HI
		International Archaeological Research Institute, Inc.	HI

Section 8

U.S. Communities Additional Provisions

Community Empowerment Resources	HI	Angels at Play Preschool &	
Tutu and Me Traveling Preschool	HI	Kindergarten	HI
First United Methodist Church	HI	Queen Emma Gardens AOA	HI
United Chinese Society	HI	FAMILY SUPPORT SERVICES OF WEST	
Haggai Institue	HI	HAWAII	HI
St. Francis Healthcare System	HI	Tetrahedron Sourcing	HI
AOAO Royal Capitol Plaza	HI	Honolulu Community College	HI
Kumpang Lanai	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
Child and Family Service	HI	DOT Airports Division Hilo	
MARINE SURF WAIKIKI, INC.	HI	International Airport	HI
Hawaii Health Connector	HI	Judiciary - State of Hawaii	HI
Hawaii Carpenters Market Recovery Program Fund	HI	ADMIN. SERVICES OFFICE	HI
Maui Aids Foundation Inc	HI	SOH- JUDICIARY CONTRACTS AND PURCH	HI
Pukalani Baptist Church	HI	STATE DEPARTMENT OF DEFENSE	HI
Puu Heleakala Community Association	HI	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
Saint Louis School	HI	HAWAII HEALTH SYSTEMS CORPORATION	HI
Kailua Racquet Club, Ltd.	HI	HAWAII AGRICULTURE RESEARCH CENTER	HI
Homewise Inc.	HI	STATE OF HAWAII	HI
Hawaii Baptist Academy	HI	Third Judicial Circuit - State of Hawaii	HI
Kroc Center Hawaii	HI	State of Hawaii Department of Transportation	HI
Kupu	HI	Office of the Governor	HI
University of the Nations	HI	State of Hawaii-Department of Health-Disability & Communication Access	HI
ARGOSY UNIVERSITY	HI	State of Hawaii Department of Human Services	HI
HAWAII PACIFIC UNIVERSITY	HI	CITY AND COUNTY OF HONOLULU	HI
UNIVERSITY OF HAWAII AT MANOA	HI	Lanai Youth Center	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI	Silver Dolphin Bistro	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI	Commander, Navy Region Hawaii	HI
Kauai Community College	HI	US Navy	HI
University Clinical Research and Association	HI	Defense Information System Agency	HI
Hawaii Medical College	HI	84th Engineer Battalion	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Department of Veterans Affairs	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Third Judicial Circuit - State of Hawaii	HI
Hawaii Information Consortium	HI	State of Hawaii Department of Transportation	HI
Leeward Community Church	HI	Office of the Governor	HI
E Malama In Keiki O Lanai	HI		
Keawala'i Congregational Church	HI		
Lanai Community Hospital	HI		

Section 8
U.S. Communities Additional Provisions

State of Hawaii-Department of Health- Disability & Communication Access	HI	Hoolehua	HI
State of Hawaii Department of Human Services	HI	Kaaawa	HI
CITY AND COUNTY OF HONOLULU	HI	Kahuku	HI
Lanai Youth Center	HI	Kahului	HI
Silver Dolphin Bistro	HI	Kailua	HI
Commander, Navy Region Hawaii	HI	Kailua Kona	HI
US Navy	HI	Kalaheo	HI
Defense Information System Agency	HI	Kalaupapa	HI
84th Engineer Battalion	HI	Kamuela	HI
Department of Veterans Affairs	HI	Kaneohe	HI
Hawaii County	HI	Kapaa	HI
Honolulu County	HI	Kapaa	HI
Kauai County	HI	Kapaau	HI
Maui County	HI	Kapolei	HI
Kalawao County	HI	Kaumakani	HI
Aiea	HI	Kaunakakai	HI
Anahola	HI	Kawela Bay	HI
Barbers Point N A S	HI	Keaau	HI
Camp H M Smith	HI	Kealakekua	HI
Captain Cook	HI	Kealia	HI
Eleele	HI	Keauhou	HI
Ewa Beach	HI	Kekaha	HI
Fort Shafter	HI	Kihei	HI
Haiku	HI	Kilauea	HI
Hakalau	HI	Koloa	HI
Haleiwa	HI	Kualapuu	HI
Hana	HI	Kula	HI
Hanalei	HI	Kunia	HI
Hanamaulu	HI	Kurtistown	HI
Hanapepe	HI	Lahaina	HI
Hauula	HI	Laie	HI
Hawaii National Park	HI	Lanai City	HI
Hawaiian Ocean View	HI	Laupahoehoe	HI
Hawi	HI	Lawai	HI
Hickam AFB	HI	Lihue	HI
Hilo	HI	M C B H Kaneohe Bay	HI
Holualoa	HI	Makawao	HI
Honaunau	HI	Makaweli	HI
Honokaa	HI	Maunaloa	HI
Honolulu	HI	Mililani	HI
Honomu	HI	Mountain View	HI
		Naalehu	HI
		Ninole	HI
		Ocean View	HI

Section 8
U.S. Communities Additional Provisions

Ookala	HI	Windward Community College	HI
Paauhau	HI	Canby School District No 86	OR
Paauilo	HI	Central School District 13J (Polk	
Pahala	HI	County, Oregon)	OR
Pahoa	HI	Milton-Freewater Unified School	
Paia	HI	District No 7	OR
Papaaloo	HI	Scappoose Adventist School	OR
Papaikou	HI	COLUMBIA CHRISTIAN SCHOOL	OR
Pearl City	HI	Ontario School District 8C	OR
Pearl Harbor	HI	Trillium Charter School	OR
Pepeekeo	HI	Echo School District	OR
Princeville	HI	Warrenton Hammond School	OR
Pukalani	HI	Phoenix-Talent Schools	OR
Puunene	HI	Immanuel Lutheran School	OR
Schofield Barracks	HI	The Emerson School	OR
Tripler Army Medical Center	HI	Columbia Academy	OR
Volvano	HI	VALLEY CATHOLIC SCHL	OR
Wahiawa	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Waialua	HI	CORBETT SCHL DIST #39	OR
Waianae	HI	Trinity Lutheran Church and School	OR
Waikoloa	HI	Bethel School District #52	OR
Wailuku	HI	OREGON CITY PUBLIC SCHL	OR
Waimanalo	HI	Ppmc Education Committee	OR
Waimea	HI	Stayton Christian School	OR
Waipahu	HI	South Columbia Family School	OR
Wake Island	HI	Sunrise Preschool	OR
Wheeler Army Airfield	HI	St. Therese Parish/School	OR
Brigham Young University - Hawaii	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR
Chaminade University of Honolulu	HI	Portland YouthBuilders	OR
Hawaii Business College	HI	Wallowa County ESD	OR
Hawaii Pacific University	HI	Fern Ridge School District 28J	OR
Hawaii Technology Institute	HI	Knova Learning	OR
Heald College - Honolulu	HI	Jackson County School District No. 5	OR
Remington College - Honolulu Campus	HI	New Horizon Christian School	OR
University of Phoenix - Hawaii Campus	HI	MOLALLA RIVER ACADEMY	OR
Hawaii Community College	HI	HIGH DESERT EDUCATION SERVICE	
Honolulu Community College	HI	DISTRICT	OR
Kapiolani Community College	HI	St. Luke Catholic School	OR
Kauai Community College	HI	SOUTHWEST CHARTER SCHOOL	OR
Leeward Community College	HI	WHITEAKER MONTESSORI SCHOOL	OR
Maui Community College	HI	CASCADES ACADEMY OF CENTRAL	
University of Hawaii at Hilo	HI	OREGON	OR
University of Hawaii at Manoa	HI	NEAH-KAH-NIE DISTRICT NO.56	OR

Section 8
U.S. Communities Additional Provisions

INTER MOUNTAIN ESD	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
STANFIELD SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
LA GRANDE SCHOOL DISTRICT	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
DUFUR SCHOOL DISTRICT NO.29	OR	RAINIER SCHOOL DISTRICT	OR
hillsboro school district	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	MONROE SCHOOL DISTRICT NO.1J	OR
BEAVERTON SCHOOL DISTRICT	OR	CHILDPEACE MONTESSORI	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	HEAD START OF LANE COUNTY	OR
WILLAMINA SCHOOL DISTRICT	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Sheridan School District 48J	OR	ARCHBISHOP FRANCIS NORBERT	
THE CATLIN GABEL SCHOOL	OR	BLANCHET SCHOOL	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	MT.SCOTT LEARNING CENTERS	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	SEVEN PEAKS SCHOOL	OR
OUR LADY OF THE LAKE SCHOOL	OR	DE LA SALLE N CATHOLIC HS	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	MULTISENSORY LEARNING ACADEMY	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	MITCH CHARTER SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	REALMS CHARTER SCHOOL	OR
Santiam Canyon SD 129J	OR	BAKER SCHOOL DISTRICT 5-J	OR
WEST HILLS COMMUNITY CHURCH	OR	PHILOMATH SCHOOL DISTRICT	OR
BANKS SCHOOL DISTRICT	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR	CANBY SCHOOL DISTRICT	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR	OREGON TRAIL SCHOOL DISTRICT NO.46	OR
HARNEY EDUCATION SERVICE DISTRICT	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR	MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	ESTACADA SCHOOL DISTRICT NO.108	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	GLADSTONE SCHOOL DISTRICT	OR
SILVER FALLS SCHOOL DISTRICT	OR	ASTORIA SCHOOL DISTRICT 1C	OR
St Helens School District	OR	SEASIDE SCHOOL DISTRICT 10	OR
DAYTON SCHOOL DISTRICT NO.8	OR	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
Amity School District 4-J	OR	VERNONIA SCHOOL DISTRICT 47J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	SOUTH COAST EDUCATION SERVICE DISTRICT	OR
REEDSPORT SCHOOL DISTRICT	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
FOREST GROVE SCHOOL DISTRICT	OR		

Section 8
U.S. Communities Additional Provisions

COOS BAY SCHOOL DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
NORTH BEND SCHOOL DISTRICT 13	OR	ONTARIO MIDDLE SCHOOL	OR
COQUILLE SCHOOL DISTRICT 8	OR	GERVAIS SCHOOL DIST. #1	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
BANDON SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
REDMOND SCHOOL DISTRICT	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	MORROW COUNTY SCHOOL DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR	MULTNOMAH EDUCATION SERVICE DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	CENTRAL SCHOOL DISTRICT 13J	OR
ELKTON SCHOOL DISTRICT NO.34	OR	St. Mary Catholic School	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	CROSSROADS CHRISTIAN SCHOOL	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	ST. ANTHONY SCHOOL	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	Pedee School	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	HERITAGE CHRISTIAN SCHOOL	OR
JACKSON CO SCHOOL DIST NO.9	OR	BEND-LA PINE SCHOOL DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	GLENDALE SCHOOL DISTRICT	OR
MEDFORD SCHOOL DISTRICT 549C	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
CULVER SCHOOL DISTRICT NO.	OR	PORTLAND PUBLIC SCHOOLS	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR	REYNOLDS SCHOOL DISTRICT	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	CENTENNIAL SCHOOL DISTRICT	OR
LOST RIVER JR/SR HIGH SCHOOL	OR	NOBEL LEARNING COMMUNITIES	OR
KLAMATH FALLS CITY SCHOOLS	OR	St. Stephen's Academy	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	McMinnville Adventist Christian School	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR	MARCOLA SCHL DIST	OR
CRESWELL SCHOOL DISTRICT	OR	Salem-Keizer 24J	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	McKay High School	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	Pine Eagle Charter School	OR
SIUSLAW SCHOOL DISTRICT	OR	Bend-La Pine Schools	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Waldo Middle School	OR
		OAKLAND SCHOOL DISTRICT 001	OR
		hermiston school district	OR
		Clear Creek Middle School	OR
		Marist High School	OR
		Victory Academy	OR
		Vale School District No. 84	OR
		St. Mary School	OR

Section 8
U.S. Communities Additional Provisions

Junction City High School	OR	ABIQUA SCHL	OR
Three Rivers School District	OR	Auxiliary services	OR
Fern Ridge School District	OR	Salem keizar school district	OR
JESUIT HIGH SCHL EXEC OFC	OR	Scio High School	OR
LASALLE HIGH SCHOOL	OR	Athena Weston School District 29RJ	OR
Southwest Christian School	OR	NW REGIONAL ESD-HILLSBORO	OR
Willamette Christian School	OR	Butte Falls School District	OR
Westside Christian High School	OR	Bend International School	OR
CS LEWIS ACADEMY	OR	Imbler School District #11	OR
Portland America School	OR	monument school	OR
Forest Hills Lutheran School	OR	PENDLETON SCHOOL DISTRICT #16R	OR
Mosier Community School	OR	Ohara Catholic School	OR
Koreducators Lep High	OR	MARCOLA SCHOOL DISTRICT 079J	OR
Warrenton Hammond School District	OR	LINN-BENTON-LINCOLN ESD	OR
Sutherlin School District	OR	Reynolds High School	OR
Malheur Elementary School District	OR	St. Paul School District	OR
Ontario School District	OR	Sabin-Schellenberg Technical Center	OR
Parkrose School District 3	OR	St Paul Parish School	OR
Riverdale School District 51J	OR	Joseph School District	OR
Tillamook School District	OR	EagleRidge High School	OR
Madeleine School	OR	Grant Community School	OR
Union School District	OR	Oak Hill School	OR
Helix School District	OR	Hope chinese charter	OR
Riddle School District	OR	Northwest Academy	OR
Helix School Dist #1 R	OR	Sunny Wolf Charter School	OR
Prospect School District	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Ashbrook Independent School	OR	L'Etoiile French Immersion School	OR
Molalla River School District	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Corvallis School District 509J	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Falls City School District #57	OR	Marist Catholic High School	OR
Portland Christian Schools	OR	Springfield Public Schools	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	Elgin school dist.	OR
Insight School of Oregon Painted Hills	OR	French American International School	OR
Deer Creek Elementary School	OR	PLEASANT HILL SCH DIST #1	OR
Yamhill Carlton School District	OR	Ukiah School District 80R	OR
COLTON SCHL DIST 53	OR	Lake Oswego Montessori School	OR
ASHLAND PUBLIC SCHLS	OR	North Powder Charter School	OR
HARRISBURG SCHL DIST	OR	Siletz Valley School	OR
CENTRAL CURRY SCHL DIST#1	OR	WINSTON-DILLARD SCHOOL DISTRICT 116	OR
BNAI BRITH CAMP	OR	ALLIANCE CHARTER ACADEMY	OR
OREGON FOOD BANK	OR	French American School	OR
HOSANNA CHRISTIAN SCHL	OR	Mastery Learning Institute	OR

Section 8
U.S. Communities Additional Provisions

North Lake School District 14	OR	MORROW COUNTY	OR
Early College High School	OR	Mckenzie Personnel Services	OR
Klamath County Fire District No. 1	OR	Washington County Facilities & Park Services	OR
Washington County Consolidated Communications Agency	OR	Multnomah County Department of Community Justice	OR
GILLIAM COUNTY OREGON	OR	NORCOR Juvenile Detention	OR
UMATILLA COUNTY, OREGON	OR	Tillamook County Estuary Job Council	OR
LANE ELECTRIC COOPERATIVE	OR	BAKER CNTY GOVT	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	TILLAMOOK CNTY	OR
MULTNOMAH LAW LIBRARY	OR	CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
clackamas county	OR	Multnomah County Dept of County Assets	OR
CLATSOP COUNTY	OR	Wheeler County	OR
COLUMBIA COUNTY, OREGON	OR	Clackamas County Service District # 1/Tri-City Service District	OR
coos county	OR	Resource Connections of Oregon	OR
CROOK COUNTY ROAD DEPARTMENT	OR	Lane County Sheriff's Office	OR
CURRY COUNTY OREGON	OR	Clatsop County Sheriff's Office	OR
DESCHUTES COUNTY	OR	Harney County Community Corrections	OR
GILLIAM COUNTY	OR	Grant County Economic Development	OR
GRANT COUNTY, OREGON	OR	Baker County	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	Josephine County Public Works	OR
HOOD RIVER COUNTY	OR	Clackamas County Juvenile Dept	OR
jackson county	OR	Columbia Basin Care Facility	OR
josephine county	OR	Clackamas County Disaster Management	OR
klamath county	OR	City of Seaside Police Department	OR
LANE COUNTY	OR	Best Care Treatment Center	OR
LINN COUNTY	OR	Boys & Girls Clubs of Emerald Valley	OR
MARION COUNTY , SALEM, OREGON	OR	MSB	OR
MULTNOMAH COUNTY	OR	Church of Christ	OR
SHERMAN COUNTY	OR	GWPMS	OR
WASCO COUNTY	OR	Operation Christmas	OR
YAMHILL COUNTY	OR	Dove Medical	OR
WALLOWA COUNTY	OR	Literary Expectations dba Moore Academy	OR
ASSOCIATION OF OREGON COUNTIES	OR	Love Thy Neighbor services	OR
NAMI LANE COUNTY	OR	Tamarack Aquatic Center	OR
BENTON COUNTY	OR	Seven Feathers Casino	OR
DOUGLAS COUNTY	OR	Direction Service, Inc.	OR
JEFFERSON COUNTY	OR		
LAKE COUNTY	OR		
LINCOLN COUNTY	OR		
POLK COUNTY	OR		
UNION COUNTY	OR		
WASHINGTON COUNTY	OR		

Section 8

U.S. Communities Additional Provisions

Oliver P Lent PTA	OR	Grande Ronde Model Watershed	
Kairos	OR	Foundation	OR
Willamette Valley Rehab Center	OR	Western Environmental Law Center	OR
St Paul Baptist Church	OR	Oregon District 7 Little League	OR
Long Tom Watershed Council	OR	Mercy Flights, Inc.	OR
San Martin Deporres Catholic Church	OR	Metropolitan Contractor Improvement	
Portland Parks Foundation	OR	Partnership	OR
Sweet Home United Methodist Church	OR	The Christian Church of Hillsboro	
Math Learning Center, The	OR	Oregonb	OR
Maranatha Church	OR	Congregation Neveh Shalom	OR
Cedar Hills Baptist Church	OR	My Fathers House	OR
Good Samaritan Ministries	OR	Step Forward Activities Inc	OR
New Hope Christain College	OR	HHoly Trinity Greek Orthodox	
Unitarian Universalist Church in Eugene	OR	Cathedral	OR
Emmanuel Bible Church	OR	MECOP Inc.	OR
Portland Community Media	OR	Workforce Northwest Inc	OR
La Pine Chamber of Commerce	OR	Lane Arts Council	OR
Stone Creek Christian Church	OR	Building Healthy Family	OR
Rogue Valley Youth Football	OR	Intergral Youth Services	OR
Bend Elks Lodge 1371	OR	Children Center At Trinity	OR
Friendly House, Inc.	OR	OUR SAVIOR'S LUTHERAN CHURCH	OR
Klamath Siskiyou Wildlands Center	OR	Beaverton Christians Church	OR
Grace Christian Fellowship	OR	Oregon Humanities	OR
Reliance eHealth Collaborative	OR	St. Pius X School	OR
Wild Rogue Youth Foundation, Inc.	OR	Community Connection of Northeast Oregon, Inc.	OR
Grants Pass Seventh-day Adventist Church	OR	St Mark Presbyterian Church	OR
Corvallis Waldorf School	OR	Living Opportunities, Inc.	OR
Farmworkers Housing Development Corporation	OR	Coos Art Museum	OR
World Forestry Center	OR	OETC	OR
Adapt	OR	Blanchet House of Hospitality	OR
Kid Time	OR	Garten Services Inc	OR
Oregon Farm Bureau	OR	Incite Incorporated	OR
Mt Emily Safe Center	OR	Merchants Exchange of Portland, Oregon	OR
Salem First Presbyterian Church	OR	Coalition for a Livable Future	OR
Rolling Hills Baptist Church	OR	West Salem United Methodist	OR
Baker Elks	OR	Rogue River Watershed Council	OR
Gates Community Church of Christ	OR	Central Oregon Visitors Association	OR
PIP Corps LLC	OR	Soroptimist International of Gold Beach, OR	OR
Turtle Ridge Wildlife Center	OR	Real Life Christian Church	OR

Section 8
U.S. Communities Additional Provisions

Milwaukie-Portland Lodge No.142		ENTERPRISE FOR EMPLOYMENT AND	
Benevolent and Protective Order of Elk	OR	EDUCATION	OR
Mainstage Theatre Company	OR	OMNIMEDIX INSTITUTE	OR
Dayton Christian Church	OR	PORTLAND BUSINESS ALLIANCE	OR
Delphian School	OR	GATEWAY TO COLLEGE NATIONAL	
AVON	OR	NETWORK	OR
EPUD-Emerald People's Utility District	OR	FOUNDATIONS FOR A BETTER OREGON	OR
Human Solutions, Inc.	OR	GOAL ONE COALITION	OR
The Wallace Medical Concern	OR	ATHENA LIBRARY FRIENDS	
Boys & Girls Club of Salem, Marion & Polk Counties	OR	ASSOCIATION	OR
The Ross Ragland Theater and Cultural Center	OR	Coastal Family Health Center	OR
		CENTER FOR COMMUNITY CHANGE	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR	STAND FOR CHILDREN	OR
		ST. VINCENT DEPAUL OF LANE COUNTY	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR	EAST SIDE FOURSQUARE CHURCH	OR
		CORVALLIS MOUNTAIN RESCUE UNIT	OR
Cascade Health Solutions	OR	InventSuccess	OR
Umpqua Community Health Center	OR	SHERIDAN JAPANESE SCHOOL	
ALZHEIMERS NETWORK OF OREGON	OR	FOUNDATION	OR
NATIONAL WILD TURKEY FEDERATION	OR	The Blosser Center for Dyslexia	
TILLAMOOK ESTUARIES PARTNERSHIP LIFEWORCS NW	OR	Resources	OR
Independent Development Enterprise Alliance	OR	MOSAIC CHURCH	OR
		HOUSING AUTHORITY OF LINCOLN COUNTY	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR	RENEWABLE NORTHWEST PROJECT	OR
HALFWAY HOUSE SERVICES, INC.	OR	INTERNATIONAL SUSTAINABLE	
REDMOND PROFICIENCY ACADEMY	OR	DEVELOPMENT FOUNDATION	OR
OHSU FOUNDATION	OR	CONSERVATION BIOLOGY INSTITUTE	OR
SHELTERCARE	OR	THE NATIONAL ASSOCIATION OF	
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	CREDIT MANAGEMENT-OREGON, INC.	OR
		BLACHLY LANE ELECTRIC COOPERATIVE	OR
PACIFIC INSTITUTES FOR RESEARCH	OR	MORNING STAR MISSIONARY BAPTIST	
Mental Health for Children, Inc.	OR	CHURCH	OR
The Dreaming Zebra Foundation	OR	NORTHWEST FOOD PROCESSORS	
LAUREL HILL CENTER	OR	ASSOCIATION	OR
THE OREGON COMMUNITY FOUNDATION	OR	INDEPENDENT INSURANCE AGENTS	
OCHIN	OR	AND BROKERS OF OREGON	OR
WE CARE OREGON	OR	OREGON EDUCATION ASSOCIATION	OR
SE WORKS	OR	HEARING AND SPEECH INSTITUTE INC	OR
		SALEM ELECTRIC	OR
		MORRISON CHILD AND FAMILY	
		SERVICES	OR
		JUNIOR ACHIEVEMENT	OR

Section 8
U.S. Communities Additional Provisions

CENTRAL BIBLE CHURCH	OR	GRANT PARK CHURCH	OR
MID COLUMBIA MEDICAL CENTER- GREAT 'N SMALL	OR	ST. MARYS OF MEDFORD, INC.	OR
TRILLIUM FAMILY SERVICES, INC.	OR	US CONFERENCE OF MENONNITE	
YWCA SALEM	OR	BRETHREN CHURCHES	OR
PORTLAND ART MUSEUM	OR	FAITHFUL SAVIOR MINISTRIES	OR
SAINT JAMES CATHOLIC CHURCH	OR	OREGON CITY CHURCH OF THE NAZARENE	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	OREGON COAST COMMUNITY ACTION	OR
VOLUNTEERS OF AMERICA OREGON	OR	EDUCATION NORTHWEST	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	COMMUNITY ACTION TEAM, INC.	OR
METROPOLITAN FAMILY SERVICE	OR	EUGENE SYMPHONY ASSOCIATION, INC.	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR	STAR OF HOPE ACTIVITY CENTER INC.	OR
FIRST UNITARIAN CHURCH	OR	SPARC ENTERPRISES	OR
ST. ANTHONY CHURCH	OR	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
Good Shepherd Medical Center	OR	SALEM ALLIANCE CHURCH	OR
Salem Academy	OR	Lane Council of Governments	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR	FORD FAMILY FOUNDATION	OR
PORTLAND ADVENTIST ACADEMY	OR	TRAILS CLUB	OR
ST VINCENT DE PAUL	OR	NEWBERG FRIENDS CHURCH	OR
OUTSIDE IN	OR	WOODBURN AREA CHAMBER OF COMMERCE	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
WILLAMETTE VIEW INC.	OR	CITY BIBLE CHURCH	OR
PORTLAND HABILITATION CENTER, INC.	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR	PORTLAND WOMENS CRISIS LINE	OR
ROSE VILLA, INC.	OR	THE SALVATION ARMY - CASCADE DIVISION	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	WILLAMETTE FAMILY	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR	WHITE BIRD CLINIC	OR
ROGUE FEDERAL CREDIT UNION	OR	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
Oregon Research Institute	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
WILLAMETTE LUTHERAN HOMES, INC	OR	HOUSING NORTHWEST	OR
LANE MEMORIAL BLOOD BANK	OR	OREGON ENVIRONMENTAL COUNCIL	OR
PORTLAND JEWISH ACADEMY	OR	MEALS ON WHEELS PEOPLE, INC.	OR
LANECO FEDERAL CREDIT UNION	OR	FAITH CENTER	OR
		OREGON CHILD DEVELOPMENT COALITION	OR

Section 8
U.S. Communities Additional Provisions

Bob Belloni Ranch, Inc.	OR	PORT CITY DEVELOPMENT CENTER	OR
GOOD SHEPHERD COMMUNITIES	OR	VIRGINIA GARCIA MEMORIAL HEALTH	
SACRED HEART CATHOLIC DAUGHTERS	OR	CENTER	OR
HELP NOW! ADVOCACY CENTER	OR	CENTRAL CITY CONCERN	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	CANBY FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR	EMERALD PUD	OR
LOOKING GLASS YOUTH AND FAMILY		VERMONT HILLS FAMILY LIFE CENTER	OR
SERVICES	OR	BENTON HOSPICE SERVICE	OR
SERENITY LANE	OR	INTERNATIONAL SOCIETY FOR	
EAST HILL CHURCH	OR	TECHNOLOGY IN EDUCATION	OR
LA GRANDE UNITED METHODIST		COMMUNITY CANCER CENTER	OR
CHURCH	OR	OPEN MEADOW ALTERNATIVE	
COAST REHABILITATION SERVICES	OR	SCHOOLS, INC.	OR
Edwards Center Inc	OR	CASCADIA BEHAVIORAL HEALTHCARE	OR
ALVORD-TAYLOR INDEPENDENT		WILD SALMON CENTER	OR
LIVING SERVICES	OR	BROAD BASE PROGRAMS INC.	OR
NEW HOPE COMMUNITY CHURCH	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
KLAMATH HOUSING AUTHORITY	OR	TRAINING EMPLOYMENT	
QUADRIPLIGICS UNITED AGAINST		CONSORTIUM	OR
DEPENDENCY, INC.	OR	RELEVANT LIFE CHURCH	OR
SPONSORS, INC.	OR	211INFO	OR
COLUMBIA COMMUNITY MENTAL		SONRISE CHURCH	OR
HEALTH	OR	LIVING WAY FELLOWSHIP	OR
ADDICTIONS RECOVERY CENTER, INC	OR	Women's Safety & Resource Center	OR
METRO HOME SAFETY REPAIR		SEXUAL ASSAULT RESOURCE CENTER	OR
PROGRAM	OR	IRCO	OR
OREGON SUPPORTED LIVING		NORTHWEST YOUTH CORPS	OR
PROGRAM	OR	TILLAMOOK CNTY WOMENS CRISIS	
SOUTH COAST HOSPICE, INC.	OR	CENTER	OR
ALLFOURONE/CRESTVIEW		SECURITY FIRST CHILD DEVELOPMENT	
CONFERENCE CTR.	OR	CENTER	OR
The International School	OR	CLASSROOM LAW PROJECT	OR
REBUILDING TOGETHER - PORTLAND		YOUTH GUIDANCE ASSOC.	OR
INC.	OR	PREGNANCY RESOUCCE CENTERS OF	
PENDLETON ACADEMIES	OR	GRETER PORTLAND	OR
PACIFIC FISHERY MANAGEMENT		ELMIRA CHURCH OF CHRIST	OR
COUNCIL	OR	JASPER MOUNTAIN	OR
DOGS FOR THE DEAF, INC.	OR	ACUMENTRA HEALTH	OR
PUBLIC DEFENDER SERVICES OF LANE		WORKSYSTEMS INC	OR
COUNTY, INC.	OR	COVENANT CHRISTIAN HOOD RIVER	OR
EMMAUS CHRISTIAN SCHOOL	OR	OREGON DONOR PROGRAM	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	NAMI OREGON	OR
SAINT CATHERINE OF SIENA CHURCH	OR	OLIVET BAPTIST CHURCH	OR

Section 8
U.S. Communities Additional Provisions

SILVERTON AREA COMMUNITY AID	OR	NORTHWEST ENERGY EFFICIENCY	
CONFEDERATED TRIBES OF GRAND		ALLIANCE	OR
RONDE	OR	BONNEVILLE ENVIRONMENTAL	
NEIGHBORIMPACT	OR	FOUNDATION	OR
CATHOLIC COMMUNITY SERVICES	OR	SUMMIT VIEW COVENANT CHURCH	OR
NEW AVENUES FOR YOUTH INC	OR	SALMON-SAFE INC.	OR
LA CLINICA DEL CARINO FAMILY		BETHEL CHURCH OF GOD	OR
HEALTH CARE CENTER	OR	PROVIDENCE HOOD RIVER MEMORIAL	
DECISION SCIENCE RESEARCH		HOSPITAL	OR
INSTITUTE, INC.	OR	SAINT ANDREW NATIVITY SCHOOL	OR
WESTERN STATES CENTER	OR	BARLOW YOUTH FOOTBALL	OR
HIV ALLIANCE, INC	OR	SPOTLIGHT THEATRE OF PLEASANT	
PARTNERSHIPS IN COMMUNITY		HILL	OR
LIVING, INC.	OR	FAMILIES FIRST OF GRANT COUNTY,	
FANCONI ANEMIA RESEARCH FUND		INC.	OR
INC.	OR	TOUCHSTONE PARENT ORGANIZATION	OR
BLIND ENTERPRISES OF OREGON	OR	CANCER CARE RESOURCES	OR
OREGON BALLET THEATRE	OR	CASCADIA REGION GREEN BUILDING	
SMART	OR	COUNCIL	OR
All God's Children International	OR	SHERMAN DEVELOPMENT LEAGUE,	
FARMWORKER HOUSING DEV CORP	OR	INC.	OR
UMPQUA COMMUNITY		SCIENCEWORKS	OR
DEVELOPMENT CORPORATION	OR	WORD OF LIFE COMMUNITY CHURCH	OR
REGIONAL ARTS AND CULTURE		SOCIAL VENTURE PARTNERS	
COUNCIL	OR	PORTLAND	OR
THE EARLY EDUCATION PROGRAM,		OREGON PROGRESS FORUM	OR
INC.	OR	CENTER FOR RESEARCH TO PRACTICE	OR
MACDONALD CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
EVERGREEN AVIATION MUSEUM AND		UNITED WAY OF THE COLUMBIA	
CAP. MICHAEL KING.	OR	WILLAMETTE	OR
SELF ENHANCEMENT INC.	OR	EUGENE BALLET COMPANY	OR
FRIENDS OF THE CHILDREN	OR	EAST WEST MINISTRIES	
SOUTH LANE FAMILY NURSERY DBA		INTERNATIONAL	OR
FAMILY RELIEF NURSE	OR	SISKIYOU INITIATIVE	OR
COMMUNITY VETERINARY CENTER	OR	EDUCATIONAL POLICY IMPROVEMENT	
PORTLAND SCHOOLS FOUNDATION	OR	CENTER	OR
SUSTAINABLE NORTHWEST	OR	North Pacific District of Foursquare	
OREGON DEATH WITH DIGNITY	OR	Churches	OR
BIRCH COMMUNITY SERVICES, INC.	OR	CATHOLIC CHARITIES	OR
BAY AREA FIRST STEP, INC.	OR	FIRST CHURCH OF THE NAZARENE	OR
OSLC COMMUNITY PROGRAMS	OR	WESTSIDE BAPTIST CHURCH	OR
EN AVANT, INC.	OR	Housing Development Center	OR
ASHLAND COMMUNITY HOSPITAL	OR	Hoodview Christian Church	OR

Section 8
U.S. Communities Additional Provisions

Child Evangelism Fellowship	OR	Polk Soil and Water Conservation	
Little Promises Children's Program	OR	District	OR
UNION GOSPEL MISSION	OR	Street Ministry	OR
GRACE BAPTIST CHURCH	OR	La Grande Church of the Nazarene	OR
COMMUNITY ACTION ORGANIZATION	OR	Spruce Villa, Inc.	OR
OUTSIDE IN	OR	OREGON SCHOOL BOARDS	
MAKING MEMORIES BREAST CANCER		ASSOCIATION	OR
FOUNDATION, INC.	OR	House of Prayer for All Nations	OR
ELAW	OR	Sacred Heart Catholic Church	OR
COMMUNITY HEALTH CENTER, INC	OR	African American Health Coaliton, Inc.	OR
Greater Portland INC	OR	Happy Canyon Company	OR
Eugene Builders Exchange	OR	Village Home Education Resource	
Boys & Girls Club of Corvallis	OR	Center	OR
Southeast Uplift Neighborhood		Monet's Children's Circle	OR
Coalition	OR	Cascade Housing Association	OR
First United Presbyterian Church	OR	Dayspring Fellowship	OR
PDX Wildlife	OR	Northwest Habitat Institute	OR
Friends of the Opera House	OR	Winding Waters Medical Clinic	OR
Jackson-Josephine 4-C Council	OR	Sacred Heart-St Louis Parish	OR
North Coast Family Fellowship	OR	First Baptist Church	OR
P E C I	OR	The Nature Conservancy, Willamette	
Childswork Learning Center	OR	Valley Field Office	OR
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts		Portland Community Reinvestment	
Productions, Inc.	OR	Initiatives, Inc.	OR
Relief Nursery	OR	Christians As Family Adovates	OR
St. Mary's Episcopal Church	OR	GeerCrest Farm & Historical Society	OR
Viking Sal Senior Center	OR	College United Methodist Church	OR
Boys and Girls Club of the rogue valley	OR	The Collins Foundation	OR
Lincoln City Chamber of Commerce	OR	Prince of Peace Lutheran Church &	
DrupalCon Inc., DBA Drupal		School	OR
Association	OR	NEDCO	OR
Albany Partnership for Housing and		Salem Evangelical Church	OR
Community Development	OR	Wild Lilac Child Development	
SEED OF FAITH MINISTRIES	OR	Community	OR
Hermiston Christian Center & School	OR	Daystar Education, Inc.	OR
SALEM FREE CLINICS	OR	Oregon Social Learning Center	OR
Dress for Success Oregon	OR	Pain Society of Oregon	OR
Beaverton Rock Creek Foursquare		environmental law alliance worldwide	OR
Church	OR	Eugene Country Club	OR
St Paul Catholic Church	OR	Community in Action	OR
St Mary's Catholic School and Parish	OR	Willamette Valley Baptist Church	OR
		Curry County Habitat for Humanity	OR

Section 8
U.S. Communities Additional Provisions

Northwood Christian Church	OR	Sunny Oaks Inc	OR
Tuality Healthcare	OR	Hospice Center Bend La Pine	OR
Safe Harbors	OR	Westside Foursquare Church	OR
FIRST CHRISTIAN CHURCH	OR	Relief Nursery Inc	OR
Pacific Classical Ballet	OR	Morning Star Community Church	OR
Depaul Industries	OR	MULTNOMAH DEFENDERS INC	OR
African American Health Coalition	OR	Providence Health System	OR
Jesus Prayer Book	OR	Holy Trinity Catholic Church	OR
Coalition Of Community Health	OR	Holy Redeemer Catholic Church	OR
River Network	OR	Alliance Bible Church	OR
CCI Enterprises Inc	OR	CARE OREGON	OR
Oregon Nurses Association	OR	Mid Columbia Childrens Council	OR
GOODWILL INDUSTRIES OF THE		HUMANE SOCIETY OF REDMOND	OR
COLUMBIA WILLAMETTE	OR	Our Redeemer Lutheran Church	OR
Mount Angel Abbey	OR	Kbps Public Radio	OR
YMCA OF ASHLAND	OR	Skyball Salem Keizer Youth Bas	OR
YMCA OF COLUMBIA-WILLAMETTE		Open Technology Center	OR
ASSOCIATION SERVICES	OR	Grace Chapel	OR
Multnomah Law Library	OR	CHILDREN'S MUSEUM 2ND	OR
Friends Of Tryon Creek State P	OR	Solid Rock	OR
Ontrack Inc.	OR	West Chehalem Friends Church	OR
Calvin Presbyterian Church	OR	Guide Dogs For The Blind	OR
HOLT INTL CHILD	OR	Aldersgate Camps and Retreats	OR
St John The Baptist Catholic	OR	St. Katherine's Catholic Church	OR
Portland Foursquare Church	OR	The Alliance NW of the Christian &	
Portland Christian Center	OR	Missionary Alliance	OR
Church Extension Plan	OR	Bags of Love	OR
Occu Afghanistan Relief Effort	OR	Grand View Baptist Church	OR
EUGENE FAMILY YMCA	OR	Green Electronics Council	OR
Christ The King Parish and School	OR	Scottish Rite	OR
Newberg Christian Church	OR	Western Wood Products Association	OR
First United Methodist Church	OR	Grace Baptist Church of St. Helens, Lil	
Zion Lutheran Church	OR	Learners Preschool	OR
Southwest Bible Church	OR	THE NEXT DOOR	OR
Community Works Inc	OR	NATIONAL PSORIASIS FOUNDATION	OR
Masonic Lodge Pearl 66	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Molalla Nazarene Church	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
Transition Projects, Inc	OR	OREGON REPERTORY SINGERS	OR
St Michaels Episcopal Church	OR	HIGHLAND HAVEN	OR
Saint Johns Catholich Church	OR	FAIR SHARE RESEARCH AND	
Community Learning Center	OR	EDUCATION FUND	OR
Old Mill Center for Children and Families	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR

Section 8
U.S. Communities Additional Provisions

First Baptist Church of Enterprise	OR	Billy Webb Elks lodge #1050	OR
The Canby Center	OR	Silverton Senior Center	OR
REDMOND FIRE & RESCUE	OR	First Evangelical Presbyterian Church of Oregon City	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	Joyful Servant Lutheran Church	OR
McKenzie Personnel Systems	OR	Sandy Seventh-day Adventist Church	OR
OSLC COMMUNITY PROGRAMS OCP	OR	Muddy Creek Charter School	OR
Oregon Nikkei Endowment	OR	A FAMILY FOR EVERY CHILD	OR
Grace Community Church	OR	PORT OF CASCADE LOCKS	OR
Eastern Oregon Alcoholism Foundation	OR	1000 FRIENDS OF OREGON	OR
Grantmakers for Education	OR	OREGON PEDIATRIC SOCIETY	OR
The Spiral Gallery	OR	NONPROFIT ASSOCIATION OF OREGON	OR
The ALS Association Oregon and SW Washington Chapter	OR	LUKE DORF INC	OR
Children's Relief Nursery	OR	FAMILY CARE INC	OR
Home Builders	OR	MEDICAL TEAMS INTL	OR
New Life Baptist Church	OR	Clean Slate Canine Rescue & Rehabilitation	OR
Feral Cat Awareness Team	OR	St. Martins Episcopal church	OR
Florence United Methodist Church	OR	Tower Theatre Foundation, Inc	OR
World of Speed	OR	Food for Lane County	OR
SW Community Health Center	OR	Clatsop Behavioral Healthcare	OR
Energy Trust of Oregon	OR	West Coast Haunters Convention	OR
St. Vincent de Paul Church	OR	columbia gorge discovery center and museum	OR
Fr. Bernard Youth Center	OR	NAMI of Washington County	OR
Oregon Psychoanalytic Center	OR	American Legion Aloha Post 104	OR
Store to Door	OR	The Dalles Art Association	OR
Oregon Translational Research and Development Insitute	OR	Temple Beth Israel	OR
Depaul Industries	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	Rose Haven	OR
SELCO Community Credit Union	OR	Dallas Church	OR
Prairie Baptist Church	OR	OREGON STATE UNIVERSITY BOOKSTORE INC	OR
North Coast Christian Church	OR	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Union County Economic Development Corp.	OR	FAIRFIELD BAPTIST CHURCH	OR
Camelto Theatre Company	OR	Sexual Assault Support Services	OR
Camp Fire Columbia	OR	Neskowin Valley School	OR
TAKE III OUTREACH	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Rolling Hills Community Church	OR	St. Joseph Shelter	OR
Eugene Swim and Tennis Club	OR		
Summa Institute	OR		
Amani Center	OR		

Section 8
U.S. Communities Additional Provisions

The Inn Home for Boys, Inc.9138	OR	Consumers Power Inc.	OR
MCKENZIEWATERSHED COUNCIL	OR	A. C. Gilbert's Discovery Village	OR
Opportunity Connections	OR	First Lutheran Church of Astoria	OR
MENNONITE HOME OF ALBANY INC	OR	Fund For Christian Charity	OR
Oregon Technical Assistance Corporation	OR	Deer Meadow Assisted Living	OR
Oregon And Southern Idaho Laborers Employers Training School	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
New Life Fellowship Church of God	OR	Umpqua Basin Water Association	OR
Gladstone Senior Center	OR	Alpha Lambda House Corporation	OR
Education Travel & Culture, Inc.	OR	St John Fisher Catholic Church Portland Oregon	OR
Rural Development Initiatives	OR	Eugene Creative Care	OR
Jason Lee Manor/UMRC	OR	VFW POST 4248	OR
Jesus Pursuit Church	OR	The Church of Christ of Latter Day Saints	OR
YMCA of Marion and Polk Counties	OR	Cascade Height Public Charter School	
Urban Gleaners	OR	PTA	OR
PacificSource Health	OR	G.O.B.H.I	OR
Faith Christian Fellowship	OR	Association of Oregon Corrections Employees, Inc.	OR
Brookings Elks Lodge	OR	A Jesus Church Family	OR
Tualatin Lacrosse Club	OR	300 Main Inc	OR
Tillamook Seventh Day Adventist Church	OR	Southwestern Oregon Public Defender Services, Inc.	OR
Oregon Jewish Community Foundation	OR	Albertina Kerr Centers	OR
East River Fellowship	OR	Dufur Christian Church	OR
Holy Family Academy	OR	St. Matthew Catholic School	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Serendipity Center Inc	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	Yellowhawk Tribal Health	OR
Peace Lutheran Church	OR	CASA of Marion County	OR
Living Word Christian Center	OR	Oregonians for Food & Shelter	OR
Housing Authority of Douglas County	OR	Westside Church of Christ Inc	OR
Vietnamese Christian Community Church	OR	Northwest Family Services	OR
Forest Park Conservancy	OR	Network Charter School	OR
Friends for Animals	OR	Ride Connecton	OR
Family Building Blocks	OR	Parenting Now!	OR
Greenleaf Industries	OR	Christian Church of Woodburn	OR
Ananda Center at Laurelwood	OR	Verde	OR
Goodwill Industries of Lane and South Coast	OR	Native American Youth and Family Center Early College Academy	OR
RB Pamplin Corportaion	OR	USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR

Section 8
U.S. Communities Additional Provisions

TLO Farms	OR	National Christian Community	
Evergreen Wings and Waves	OR	Foundation	OR
Ascension Episcopal Parish	OR	Legal Aid Services of Oregon LITC	OR
Center for Family Development	OR	The Sunriver Owners Association	OR
West Salem Foursquare Church	OR	Willamette Valley Babe Ruth	OR
Good Samaritan Ministry	OR	Center For Continuous Improvement	OR
Grace Lutheran Church of Molalla	OR	Northwest Center for Alternatives to	
Trinity Lutheran	OR	Pesticides	OR
HOPE LUTHERAN CHURCH	OR	Junction City/Harrisburg/Monroe	
Mount Pisgah Arboretum	OR	Habitat for Humanity	OR
Redeemer Lutheran Church	OR	The Followers of Christ Church of	
Disjecta Contemporary Art Center	OR	Oregon City	OR
Korean Central Covenant Church of Eugene	OR	SEIU Local 49	OR
Yankton Baptist Church	OR	Emerald Media Group	OR
BioGift Anatomical	OR	West Hills Christian School	OR
Lower Columbia Estuary Partnership	OR	Trillium Sprigs	OR
Fur Footed Rescue, Inc.	OR	Smith Memorial Presbyterian Church	OR
Mt Hood Hospice	OR	Western Arts Alliance	OR
Oppportunity Foundation of central Oregon	OR	Youth Dynamics	OR
Constructing Hope	OR	Ashland Art Center	OR
Sprinkfield Elks #2145	OR	Apostolic Church of Jesus Christ	OR
Abuse Recovery Ministry & Services	OR	DOUGLAS FOREST PROTECTIVE	OR
Oasis Shelter Home	OR	Echo Theater Company	OR
ST HENRYS CHURCH	OR	Corvallis Caring Place	OR
Nehalem Bay House	OR	Oregon Lyme Disease Network	OR
UNITED METHODIST CHURCH	OR	Ecotrust	OR
p:ear	OR	SPECIAL MOBILITY SERVICES	OR
Health Share of Oregon	OR	Bethlehem Christian Pre-School	OR
St. Peter Catholic Church	OR	Historical Outreach Foundation	OR
Mid Willamette Valley Community Action	OR	Teras Interventions and Counseling Inc	OR
A Hope For Autism Foundation	OR	Brooklyn Primary PTO	OR
NW Sport Fishing	OR	Mountain View Academy	OR
Breast Friends	OR	Salem Area Chamber of Commerce	OR
ScienceWorks Museum	OR	First Congregational Chrch	OR
Willamette Neighborhood Housing Services	OR	OREGON STATE FAIR	OR
South Salem High Music Boosters	OR	Tri-County Chamber of Commerce Inc	OR
SEPTL Southeast Portland Tool Library	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Kids Unllimited Academy	OR	Center for Human Development	OR
Cappella Romana	OR	God's Storehouse Pantry	OR
		Clackamas River Trout Unlimited	OR
		SafeHaven Humane Society	OR
		Rainier Assembly of God	OR

Section 8
U.S. Communities Additional Provisions

Tilikum Center for Retreats and Outdoor Ministries	OR	Olive Plaza	OR
Washington Park Transportation Management Association	OR	Rogue Valley Humane Society	OR
Travel Lane County	OR	Willamette Carpenters Training Center, Inc	OR
Hinson Baptist Church	OR	Great Portland Bible	OR
Alvord Taylor	OR	College Possible	OR
EUGENE CHRISTIAN FELLOWSHIP	OR	Unithed Way	OR
Bridges to Change	OR	Community Energy Project	OR
Risen Records	OR	Bridgeport Community Chapel	OR
DePaul Treatment Centers, Inc.	OR	Oswego Lake Country Club	OR
Ministerio International Casa	OR	Urban League of Portland	OR
New Paradise Worship Center	OR	La Grande Foursquare Church	OR
Mission Increase Foundation	OR	Portland Oregon Visitors Association	OR
Curry Public Transit Inc	OR	Barter Union International	OR
THREE RIVERS CASINO	OR	Southern Oregon Project Hope	OR
Brookings Harbor Christian School	OR	Our United Villages	OR
Local 290	OR	Sunset Presbyterian Church	OR
Hope Church of The Assemblies of God Albany Oregon	OR	Youth M.O.V.E. Oregon	OR
Sherwood Community Friends Church	OR	Samaritan Health Services Inc.	OR
Bethesda Lutheran Church	OR	St. Mary's Church	OR
Legacy Mt. Hood Medical Center	OR	Santiam Assembly of God	OR
Adelante Mujeres	OR	CASCADES WEST FINANCIAL SERVICES	
Yamhill Community Care Organization	OR	IN	OR
Trinity United Methodist Church	OR	Kilchis House	OR
Portland Japanese Garden	OR	Calvary Assembly of God	OR
Ike Box Cafe	OR	Lake Grove Presbyterian Church	OR
The Madeleine Parish	OR	Grace Lutheran School	OR
The Tucker-Maxon Oral School	OR	Western Mennonite School	OR
Southwest Neighborhoods, Inc	OR	OEA CHOICE TRUST	OR
Wallowa Valley Center For Wellness	OR	American Tinnitus Association	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Oregon Coast Aquarium, Inc.	OR
Joy Church Eugene	OR	HOPE POINT CHURCH	OR
Portland Yacht Club	OR	Unitus Community Credit Union	OR
League of Women Voters	OR	St John the Baptist Greek Orthodox Church	OR
Oregon & Southern Idaho District Council of Laborers'	OR	Parkinson's Resources of Oregon	OR
Portland Police Sunshine Division	OR	Oregon Independent Automobile Dealers Association	OR
Curry Health Network	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
United Way of Lane County	OR	St. Elizabeth Ann Seton Church	OR
The Lighthouse School	OR	St Andrews Presbyterian	OR

Section 8

U.S. Communities Additional Provisions

Oregon Rural Electric Cooperative Association	OR	OSU Deschutes County Extension Service	OR
THE MILL CASINO	OR	Portland Actors Conservatory	OR
Gateway Prebyterian Church	OR	University Of Oregon Athletics Department	OR
Oregon Jewish Museum and Center for Holoacust Education	OR	Ecola Bible School	OR
Northwest Opening	OR	Tokyo Int'l University of America, Inc	OR
Oregon State University	OR	WARNERPACIFIC COLG	OR
Treasure Valley Community College	OR	Beta Omega Alumnae	OR
Institute of Technology	OR	Oregon Institute of Technology	OR
Unviersity of Oregon	OR	SOUTHERN OREGON UNIVERSITY	OR
OREGON UNIVERSITY SYSTEM	OR	EASTERN OREGON UNIVERSITY	OR
University of Western States	OR	Wilco Farmers	OR
GEORGE FOX UNIVERSITY	OR	Harvest Church	OR
LEWIS AND CLARK COLLEGE	OR	Society of American Foresters	OR
PACIFIC UNIVERSITY	OR	Clackamas River Water Providers	OR
REED COLLEGE	OR	eickhoff dev co inc	OR
WILLAMETTE UNIVERSITY	OR	Cornerstone Association Inc	OR
LINFIELD COLLEGE	OR	The Klamath Tribe	OR
MULTNOMAH BIBLE COLLEGE	OR	advocate care	OR
NORTHWEST CHRISTIAN COLLEGE	OR	Cannon Beach Fire	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR	Life Flight Network LLC	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR	OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
PORTLAND STATE UNIV.	OR	PENTAGON FEDERAL CREDIT UNION	OR
CLACKAMAS COMMUNITY COLLEGE	OR	SAIF CORPORATION	OR
MARYLHURST UNIVERSITY	OR	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	USAGENCIES CREDIT UNION	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR	PACIFIC CASCADE FEDERAL CREDIT UNION	OR
pacific u	OR	LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
UNIVERSITY OF OREGON	OR	GRANTS PASS MANAGEMENT SERVICES, DBA	OR
CONCORDIA UNIV	OR	SPIRIT WIRELESS	OR
Marylhurst University	OR	Kartini Clinic	OR
Corban College	OR	Astra	OR
NORTH MARION SCHL DIST	OR	Beit Hallel	OR
University of Oregon - Purchasing and Contracting Services	OR	Cvalco	OR
Oregon Center For Advanced T	OR	Elderhealth and Living	OR
UNIVERSITY OF PORTLAND	OR	OREGON CORRECTIONS ENTERPRISES	OR
		OREGON STATE HOSPITAL	OR

Section 8
U.S. Communities Additional Provisions

OFFICE OF PUBLIC DEFENSE SERVICES	OR	PIONEER TELEPHONE COOPERATIVE	OR
Clatskanie People's Utility District	OR	Halsey-Shedd Fire District	OR
PIONEER COMMUNITY DEVELOPMENT	OR	Northwest Power and Conservation	
MARION COUNTY HEALTH DEPT	OR	Council	OR
Ricoh USA	OR	Oregon Funeral Directors Association	OR
Heartfelt Obstetrics & Gynecology	OR	Nez Perce Tribe	OR
Coquille Economic Development		Obsidian Urgent Care, P.C.	OR
Corporation	OR	First Presbyterian Church of La Grande	OR
CITY/COUNTY INSURANCE SERVICE	OR	CONFLUENCE ENVIRONMENTAL CENTE	OR
COMMUNITY CYCLING CENTER	OR	A&I Benefit Plan Administrators, Inc.	OR
Shangri La	OR	K Churchill Estates	OR
Portland Impact	OR	CSC HEAD START	OR
Eagle Fern Camp	OR	NORTHWEST VINTAGE CAR AND	
KLAMATH FAMILY HEAD START	OR	MOTORCYCLE	OR
RIVER CITY DANCERS	OR	crescent grove cemetery	OR
Oregon Permit Technical Association	OR	IONE HIGH SCHOOL	OR
KEIZER EAGLES AERIE 3895	OR	Port of Toledo	OR
Pgma/Cathie Bourne	OR	Roseburg Police Department	OR
Sunrise Water	OR	Molalla Rural Fire Protection District	OR
Burns Paiute Tribe	OR	MONMOUTH - INDEPENDENCE	
Oregon Public Broadcasting	OR	NETWORK	OR
La Grande Family Practice	OR	EUGENE WATER & ELECTRIC BOARD	OR
Linn Benton Lincoln Educational		MALIN COMMUNITY PARK AND	
Services District	OR	RECREATION DISTRICT	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR	TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Ricoh USA	OR	GLADSTONE POLICE DEPARTMENT	OR
Sphere MD	OR	GOLD BEACH POLICE DEPARTMENT	OR
BIENESTAR, INC.	OR	THE NEWPORT PARK AND RECREATION	
MEDFORD WATER COMMISSION	OR	CENTER	OR
Solutins Yes	OR	RIVERGROVE WATER DISTRICT	OR
sunrise water authority	OR	TUALATIN VALLEY FIRE & RESCUE	OR
Mountain Valley Therapy	OR	GASTON RURAL FIRE DEPARTMENT	OR
EAsern Oregon Trade and Event		CITY COUNTY INSURANCE SERVICES	OR
Center	OR	SOUTH SUBURBAN SANITARY DISTRICT	OR
Waste-Pro	OR	SOUTH FORK WATER BOARD	OR
QUEEN OF PEACE SCHOOL	OR	SUNSET EMPIRE PARK AND	
Columbia River Inter-tribal Fish		RECREATION	OR
Commission	OR	SPRINGFIELD UTILITY BOARD	OR
NPKA	OR	Tillamook Urban Renewal Agency	OR
IBEW280	OR	Netarts Water District	OR
Confederated Tribes of Warm Springs	OR	OAK LODGE SANITARY DISTRICT	OR
Point West Credit Union	OR	Boardman Rural Fire Protection	
Oregon State Credit Union	OR	District	OR

Section 8
U.S. Communities Additional Provisions

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

Section 8
U.S. Communities Additional Provisions

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

Section 8
U.S. Communities Additional Provisions

METRO	OR	City of Pendleton Parks & Recreation	OR
CITY OF BURNS	OR	CITY OF HEPPNER	OR
CITY OF COTTAGE GROVE	OR	CITY OF HERMISTON	OR
CITY OF DALLAS	OR	CITY OF SWEETHOME	OR
CITY OF FALLS CITY	OR	CITY OF THE DALLES	OR
CITY OF PHOENIX	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF PRAIRIE CITY	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF REDMOND	OR	STAYTON FIRE DISTRICT	OR
CITY OF SHERWOOD	OR	Lake County Chamber of Commerce Inc	OR
City of junction city	OR	City of Talent	OR
City of Florence	OR	City of Ontario	OR
Columbia Gorge Community West Linn Police Department	OR	City of Corvallis Parks and Recreation	OR
City of Dayton	OR	North Lincoln Fire & Rescue #1	OR
City of Carlton	OR	Gresham Police Department	OR
City of Pendleton Convention Center	OR	City of Harrisburg	OR
City of Monmouth	OR	Gladstone Public Library	OR
City of Philomath	OR	West Linn Police	OR
City of Sheridan	OR	City of Portland Parks Bureau	OR
Seaside Public Library	OR	City of Astoria Parks Dept.	OR
City of Yoncalla	OR	Seaside Fire & Rescue	OR
La Grande Police Department	OR	Florence Police Department	OR
City of Joseph	OR	City Of North Bend	OR
Cove City Hall	OR	City of Union	OR
NW PORTLAND INDIAN HEALTH BOARD	OR	City of Nehalem	OR
Portland Patrol Services	OR	City of Richland	OR
City Of Bend	OR	CITY OF LINCOLN CITY	OR
City Of Coquille	OR	City of Donald	OR
City Of Molalla	OR	City of Milton-Freewater	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR	CITY OF MADRAS	OR
City of St. Helens	OR	CITY OF SCIO	OR
City of North Powder	OR	City of Forest Grove	OR
City of Eugene	OR	City Govrnment	OR
City of Cornelius, OR	OR	City of Mt. Angel	OR
Toledo Police Department	OR	Albany Police Department	OR
Springfield Public Library	OR	Tualatin Police Department	OR
City of Independence	OR	City of Sodaville	OR
City of Cascade Locks	OR	Canby Utility	OR
City of Columbia City	OR	Umatilla Electric Cooperative	OR
City of Baker City	OR	WATER ENVIRONMENT SERVICES	OR
McMinnville Water & Light	OR	Polk County Fire District No.1	OR
		Clatsop Care Health District-Clatsop Retirement Village	OR

Section 8
U.S. Communities Additional Provisions

Netarts-Oceanside RFPD	OR	CENTRAL OREGON COMMUNITY	
UIUC	OR	COLLEGE	OR
Rogue River Fire District	OR	UMPQUA COMMUNITY COLLEGE	OR
Aurora Rural Fire District	OR	LANE COMMUNITY COLLEGE	OR
Tillamook County Emergency		MT. HOOD COMMUNITY COLLEGE	OR
Communications District	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	SOUTHWESTERN OREGON	
Oregon Cascades West Council of		COMMUNITY COLLEGE	OR
Governments	OR	PORTLAND COMMUNITY COLLEGE	OR
MULTONAH COUNTY DRAINAGE		CHEMEKETA COMMUNITY COLLEGE	OR
DISTRICT #1	OR	ROGUE COMMUNITY COLLEGE	OR
PORT OF BANDON	OR	COLUMBIA GORGE COMMUNITY	
OR INT'L PORT OF COOS BAY	OR	COLLEGE	OR
MID-COLUMBIA CENTER FOR LIVING	OR	TILLAMOOK BAY COMMUNITY	
DESCHUTES COUNTY RFPD NO.2	OR	COLLEGE	OR
YOUNGS RIVER LEWIS AND CLARK		KLAMATH COMMUNITY COLLEGE	
WATER DISTRICT	OR	DISTRICT	OR
PACIFIC STATES MARINE FISHERIES		Oregon Coast Community College	OR
COMMISSION	OR	Clatsop Community College	OR
CENTRAL OREGON IRRIGATION		North Portland Bible College	OR
DISTRICT	OR	OREGON COMMUNITY COLLEGE	
MARION COUNTY FIRE DISTRICT #1	OR	ASSOCIATION	OR
COLUMBIA RIVER PUD	OR	Umpqua Valley Public Defender	OR
SANDY FIRE DISTRICT NO. 72	OR	Teacher Standards and Practices	
BAY AREA HOSPITAL DISTRICT	OR	Commission	OR
NEAH KAH NIE WATER DISTRICT	OR	Salem Keizer School District Purchasing	OR
PORT OF UMPQUA	OR	Kdrv Channel 12	OR
EAST MULTNOMAH SOIL AND WATER		Opta Oregon Permit Technician	OR
CONSERVANCY	OR	Oregon Forest Resources Institute	OR
Benton Soil & Water Conservation		Office of the Ong Term Care	
District	OR	Ombudsman	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR	Oregon State Lottery	OR
CLEAN WATER SERVICES	OR	OREGON TOURISM COMMISSION	OR
North Douglas County Fire & EMS	OR	OREGON STATE POLICE	OR
Crooked River Ranch Rural Fire		OFFICE OF THE STATE TREASURER	OR
Protection District	OR	OREGON DEPT. OF EDUCATION	OR
PARROTT CREEK CHILD & FAM	OR	SEIU LOCAL 503, OPEU	OR
South Lane County Fire And Rescue	OR	OREGON DEPARTMENT OF FORESTRY	OR
Mill City RFPD	OR	OREGON STATE DEPT OF	
Lake Chinook Fire & Rescue	OR	CORRECTIONS	OR
Clackamas County Water Environment		OFFICE OF MEDICAL ASSISTANCE	
Services	OR	PROGRAMS	OR
Amity Fire District	OR	OREGON OFFICE OF ENERGY	OR

Section 8
U.S. Communities Additional Provisions

OREGON STATE BOARD OF NURSING	OR	Association of Oregon Community	
BOARD OF MEDICAL EXAMINERS	OR	Mental Health Programs	OR
OREGON LOTTERY	OR	Klamath County Association of	
OREGON BOARD OF ARCHITECTS	OR	Realtors	OR
SANTIAM CANYON COMMUNICATION		VA	OR
CENTER	OR	US FISH AND WILDLIFE SERVICE	OR
OREGON DEPT OF TRANSPORTATION	OR	Bonneville Power Administration	OR
OREGON TRAVEL INFORMATION		Bureau Of Land Management	OR
COUNCIL	OR	Oregon Army National Guard	OR
OREGON DEPARTMENT OF		Linn County Sheriff Office	OR
EDUCATION	OR	USDA Forest Service	OR
OREGON DEPT. OF CORRECTIONS	OR	123d Fighter Squadron	OR
DEPARTMENT OF ADMINISTRATIVE		Yellowhawk Tribal Health Center	OR
SERVICES	OR	ANGELL JOB CORPS	OR
Oregon Board of Massage Therapists	OR	Coquille Indian Housing Authority	OR
Oregon Forest Industries Council	OR	COLLEGE HOUSING NORTHWEST	OR
Oregon Tradeswomen	OR	HOUSING AUTHORITY OF CLACKAMAS	
Oregon Convention Center	OR	COUNTY	OR
OREGON SCHL BRDS ASSOCIAT	OR	HOUSING AUTHORITY OF PORTLAND	OR
Central Oregon Home Health and Hos	OR	WEST VALLEY HOUSING AUTHORITY	OR
Oregon Health Care Quality Cor	OR	HOUSING AUTHORITY AND	
OREGON DEPARTMENT OF HUMAN		COMMUNITY SERVICES AGENCY	OR
SERVICES	OR	NORTH BEND CITY- COOS/URRY	
Oregon Air National Guard	OR	HOUSING AUTHORITY	OR
Training & Employment	OR	MARION COUNTY HOUSING	
State of Oregon - Department of		AUTHORITY	OR
Administrative Services	OR	HOUSING AUTHORITY OF THE CITY OF	
Aging and People with Disabilities	OR	SALEM	OR
Department of Administrative Services	OR	Housing Authority of Yamhill County	OR
Oregon State Treasury	OR	The Housing Authority of the County of	
Oregon State Fair Council	OR	Umatilla	OR
Oregon DEQ	OR	homeforward	OR
Procurement Services/DAS	OR	LifeSource	OR
STATE OF OREGON	OR	Access Inc	OR
OREGON JUDICIAL DEPARTMENT	OR	WOMENSPACE INC	OR
Oregon State Board of Architect		McKenzie River Trust	OR
Examiners	OR	WINTERSPRING CENTER	OR
Oregon Board of Chiropractic		PNW. For Puerto Rico Relief	OR
Examiners	OR	Justin Parret	OR
City of Astoria Fire Department	OR		
Columbia Gorge ESD	OR		
Nehalem Bay Wastewater	OR		

Section 8
U.S. Communities Additional Provisions

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

Section 8
U.S. Communities Additional Provisions

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

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

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

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

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

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

Section 8
U.S. Communities Additional Provisions

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

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

Section 8
U.S. Communities Additional Provisions

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

Exhibit A
Sample City Contract

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT TO PROVIDE
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the “Proposal.”

WHEREAS, the City awarded this Contract on _____, 2018 to Company to provide Equipment Rentals and Related Products and Services dated to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, 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”), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the “Contracting Agent” for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency’s access to the Contract.

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.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be

Exhibit A
Sample City Contract

resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Work
- 1.3. EXHIBIT C: Proposal Response Forms

2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

- 3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

- 5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

- 6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

- 7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year

Exhibit A
Sample City Contract

renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to

Exhibit A
Sample City Contract

the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

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

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

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
 - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;
 - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

Exhibit A
Sample City Contract

- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.
- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.

Exhibit A
Sample City Contract

- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following

Exhibit A
Sample City Contract

actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **LIQUIDATED DAMAGES:** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications. The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty.
28. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
29. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Exhibit A
Sample City Contract

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

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

Exhibit A
Sample City Contract

- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
30. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
31. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
32. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
33. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

Exhibit A
Sample City Contract

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

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

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

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

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

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

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

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

Exhibit A
Sample City Contract

35. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

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

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

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

36. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

37. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

38. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such

Exhibit A
Sample City Contract

background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

- a. Criminal records search,
- b. Identification verification; and
- c. Proof of authorization to work in the United States.

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

39. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

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

39.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

39.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

39.4 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;

39.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

39.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

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

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

Exhibit A
Sample City Contract

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

For The Company:	For The City:
	Karen Ewing
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-2992
	Fax: 704-632-8254
	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

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

41. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
42. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

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

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Exhibit A
Sample City Contract

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

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

43 CONFIDENTIALITY.

43.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 43.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 43.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 43.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 43.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 43.1.5 Citizen or employee social security numbers collected by the City.
- 43.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 43.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 43.1.8 Any attorney / client privileged information disclosed by either party.
- 43.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

Exhibit A
Sample City Contract

- 43.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 43.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 43.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 43.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

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

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

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

Exhibit A
Sample City Contract

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

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

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

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

44. MISCELLANEOUS

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager;

Exhibit A
Sample City Contract

depending on the amount. Some increases may also require approval by City Council.

- 44.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 44.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

Exhibit A
Sample City Contract

- 44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
 - Section 4.3 "Employment Taxes and Employee Benefits"
 - Section 13 "General Warranties"
 - Section 14 "Additional Representations and Warranties"
 - Section 22 "Guarantee"
 - Section 28 "Other Remedies"
 - Section 29 "Termination"
 - Section 33 "Insurance"
 - Section 34 "Indemnification"
 - Section 40 "Notices"
 - Section 43 "Confidentiality"
 - Section 44 "Miscellaneous"
- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

Exhibit A
Sample City Contract

- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

[Signature Page Follows]

**Exhibit A
Sample City Contract**

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

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

**CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION**

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Accessories			
2	Aerial Equipment			
3	Air Moving Equipment			
4	Earth Moving Equipment			
5	Compaction Equipment			
6	Compressors			
7	Concrete and Masonry Equipment			
8	Cooling and Heating Equipment			
9	Cranes			
10	Demolition Equipment			
11	Drill Equipment and Tools			
12	Electrical Equipment			
13	Forklifts and Accessories			
14	Refuse Trucks			
15	Generators			
16	Landscaping			
17	Lighting Equipment			
18	Painting Equipment			
19	Pumps and Accessories			
20	Saws and Accessories			
21	Shop Equipment			
22	Trenching Equipment			
23	Vehicles and Trailers			
24	Washing Equipment			
25	Welding Equipment			
26	Miscellaneous			

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
ADDITIONAL CHARGES**

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Delivery Fee	
Fuel	
Training	
Loss of Use	
Cleaning	
Set Up Fee	
Mileage Charges	
Other	

Over Meter/Allotted Hours of Use	Additional Charge for Hours Over
Daily Rental	
Weekly Rental	
Monthly Rental	

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
NATIONAL MARKET BASKET**

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF EQUIPMENT RENTED NATIONWIDE. **THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.**

QUANTITIES ARE ESTIMATES ONLY FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED AND ARE NOT GUARANTEED

Annual Nationwide Usage							Proposed Price/Equipment Details					
Item Number	Make	Model	Description	Daily Rentals	Weekly Rentals	Monthly Rentals	Discount (Percentage from Discount by Category)	Price for Daily Rental	Price for Weekly Rental	Price for Monthly Rental	Make/Model of Quoted Equipment (if different)	Description of Quoted Equipment (if different)
1	MAGNUM	MLT3060	LIGHT TOWER HORIZ MAST MAN NARROW BODY	738	597	838						
2	GENIE	GS-1930	SCISSOR LIFT 19FT NARROW ELEC	229	308	829						
3	MAGNUM	MLT65K	LIGHT TOWER VERT MAST MAN NARROW BODY	469	253	242						
4	TOYOTA	8FGU25	WAREHOUSE FORKLIFT 5000LB PNEU DF	112	94	612						
5	FORD	F150	TRUCK PICKUP 4WD SUP GAS 1/2 T	17	43	559						
6	WACKER	LTN6KVS	LIGHT TOWER VERT MAST ELEC NARROW BODY	283	164	158						
7	GENIE	GS-2632	SCISSOR LIFT 26FT 32" WIDE ELEC	106	140	277						
8	FORD	F550	TRUCK DUMP DSL 3-4 YD	25	30	445						
9	ATLASCOPCO	XAS185JD	COMPRESSOR TOWABLE 175-195 CFM DSL	74	55	346						
10	DEERE	85D	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	47	104	240						
11	BOBCAT	E35I	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	91	95	194						
12	FORD	F450	TRUCK STKBD 2WD STD GAS 1-1/2-2 T 12 FT	6	16	339						
13	FREIGHTLIN	M2-106	TRUCK DUMP DSL 12-14 YD MANUAL	10	37	307						
14	BOBCAT	T590	COMPACT TRACK LOADER 2000-2399LB ROPS	57	71	150						
15	MULTIQUIP	DCA25SSIU4F	20KW GENERATOR DSL	114	77	75						
16	JLG	450AJ	BOOM ARTICULATED 45FT JIB 4WD DSL	67	81	95						
17	WANCO	WVTM-B	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	39	38	159						
18	DEERE	544K	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	16	27	190						
19	DEERE	310J	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	20	25	187						
20	FELLING	FT-10IT-I-G	TRAILER TILT 10000 LB	67	34	130						
21	GENIE	S-60	BOOM STRAIGHT 60FT 4WD DSL	57	74	99						
22	BOBCAT	S530	SKIDSTEER LOADER 1751-2099LB ROPS	61	51	115						
23	JLG	600AJ	BOOM ARTICULATED 60FT JIB 4WD DSL	47	59	114						
24	FORD	F550	TRUCK STKBD 4WD STD DSL 1-1/2-2 T 12 FT	4	12	202						
25	JLG	400S	BOOM STRAIGHT 40FT 4WD DSL	70	66	69						
26	FORD	F150	TRUCK PICKUP 4WD CREW GAS 1/2 T	5	22	177						
27	MULTIQUIP	DCA70SSIU4F	55KW GENERATOR DSL	75	70	58						
28	FORD	F750	TRUCK WATER DSL 2000 GAL	14	42	142						
29	FORD	F550-BT	TRUCK BUCKET DSL 38 FT	12	15	260						
30	WACKER	WP1550AW	PLATE COMPACTOR 200LB TO 299LB GAS	52	34	111						
31	VOLVO	DD25BW	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	39	32	118						
32	KOMATSU	PC200LC8	EXCAVATOR 43000-49999 LBS STD REACH	27	64	91						

33	JLG	3246ES	SCISSOR LIFT 32FT 46" WIDE ELEC	60	58	64						
34	FORD	F750	TRUCK DUMP DSL 5-6 YD NON CDL	14	34	130						
35	GENIE	GTH-1056	TELEHANDLER 10000LB 50-56FT LIFT ROPS	45	32	101						
36	GENIE	GTH5519	TELEHANDLER 5500LB 16-20FT LIFT ROPS	72	29	73						
37	BOBCAT	E26	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	58	30	79						
38	CHEVY	2500	TRUCK UTLTY 4WD STD-SUP GAS 3/4-1 T		1	165						
39	GENIE	GR-20	MAST LIFT 20FT DRIVABLE BATT	18	20	126						
40	MULTIQUIP	MTX70HD	RAMMER JUMPING JACK 100LB - 199LB GAS	47	44	71						
41	SKY-TRAK	6042	TELEHANDLER 6000LB 42-44FT LIFT ROPS	43	38	80						
42	KUBOTA	RTV-X900W-H	CART UTV 2 PASSENGER DSL	37	59	65						
43	BOBCAT	E50	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	26	51	81						
44	WACKER	RD12A-90	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	53	43	57						
45	CP	24030E	BACKHOE BUCKET TRENCH 24IN QC	6	31	106						
46	DEERE	135D	EXCAVATOR 28000-38000 LBS REDUCED TAIL	16	42	85						
47	FORD	F750	TRUCK CRANE SINGLE DSL 18 T	28	17	95						
48	FORD	F750	TRUCK DUMP DSL 5-6 YD	6	12	119						
49	DEERE	644K	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	5	17	114						
50	DEERE	310J	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	20	29	86						

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
Leasing Options and Pricing Structure

PLEASE PROVIDE YOUR LEASING OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL OFFERINGS

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES
Leasing Options and Pricing Structure

PLEASE PROVIDE YOUR PURCHASE OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL/LEASING OFFERINGS

Certificate Of Completion

Envelope Id: A2A394BE5EF1498FB78B84E9DBFD6561	Status: Completed
Subject: Cooperative Form for Water - C2022010 Omnia Partners	
Source Envelope:	
Document Pages: 225	Signatures: 3
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 10/11/2021 8:18:12 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Judy Cantlon judy.cantlon@nashville.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.185	Sent: 10/11/2021 8:24:09 AM Viewed: 10/11/2021 8:35:36 AM Signed: 10/11/2021 8:36:29 AM

Electronic Record and Signature Disclosure:
Accepted: 10/11/2021 8:35:36 AM
ID: 6dc3d83b-f138-4d4d-8a38-97f543a060de

Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None)	<i>Stephanie Belcher</i> Signature Adoption: Pre-selected Style Using IP Address: 69.85.205.67 Signed using mobile	Sent: 10/11/2021 8:36:46 AM Viewed: 10/11/2021 8:42:28 AM Signed: 10/11/2021 8:42:42 AM
--	---	---

Electronic Record and Signature Disclosure:
Accepted: 10/11/2021 8:42:28 AM
ID: 77ac865b-5906-47ff-8045-dbf5c637017d

Amanda Deaton-Moyer Amanda.Deaton-Moyer@nashville.gov Security Level: Email, Account Authentication (None)	<i>Amanda Deaton-Moyer</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/11/2021 8:43:00 AM Viewed: 10/11/2021 9:31:33 AM Signed: 10/11/2021 9:31:43 AM
--	---	---

Electronic Record and Signature Disclosure:
Accepted: 10/11/2021 9:31:33 AM
ID: 232faed5-8a52-4c80-8eef-11609e669062

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	<i>Michelle A. Hernandez Lane</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/11/2021 9:32:02 AM Viewed: 10/11/2021 11:13:10 AM Signed: 10/11/2021 11:13:32 AM
--	--	---

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Stephanie Belcher Stephanie.belcher@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/11/2021 8:42:28 AM ID: 77ac865b-5906-47ff-8045-dbf5c637017d	COPIED	Sent: 10/11/2021 11:13:51 AM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/5/2021 10:02:53 AM ID: c0e5a409-c1ca-416a-a4f7-27239bedf319	COPIED	Sent: 10/11/2021 11:13:53 AM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/11/2021 11:13:55 AM Resent: 10/11/2021 11:14:13 AM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/11/2021 11:13:57 AM Viewed: 10/13/2021 5:59:18 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/11/2021 8:24:09 AM
Certified Delivered	Security Checked	10/11/2021 11:13:10 AM
Signing Complete	Security Checked	10/11/2021 11:13:32 AM
Completed	Security Checked	10/11/2021 11:13:57 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		