

Gloria Olmos, Mayor
Manuel Acosta, Mayor Pro Tem
Richard Angel, Councilmember
Hector Delgado, Councilmember
Gracie Retamoza, Councilmember



Rene Salas, Interim City Manager
Donna G. Schwartz, City Clerk
Anthony R. Taylor, City Attorney

CITY OF SOUTH EL MONTE

REGULAR MEETING OF THE SOUTH EL MONTE CITY COUNCIL

AGENDA

October 11, 2022, 6:00 PM
1415 Santa Anita Avenue, South El Monte, CA 91733

*****SPECIAL NOTICE REGARDING COVID-19*****

On September 16, 2021, Governor Newsom signed AB 361, which modified the Brown Act to allow for teleconferencing participation at local legislative body public meetings during a proclaimed state of emergency. Pursuant to Government Code Section 54953(e) as amended by AB 361, City Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically available to all members of the public seeking to observe and to address the local legislative body. Public participation will be allowed via the information below.

PUBLIC COMMENT

To participate during public comment via teleconference, see below:

Link: <https://us02web.zoom.us/j/86581711880>

Webinar ID: 865 8171 1880

Or Call In: 1 669 900 6833, when prompted, enter 86581711880#

LIVE STREAMING OF MEETINGS

The City of South El Monte live streams the City Council Meetings over the Internet at <https://www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes> after the meetings, recordings are immediately posted. NOTE: Your attendance at this public meeting may result in the streaming and recording of your image and/or voice.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at (626) 579-6540 ext. 3280 or ext. 3220 at least 72 hours prior to the meeting.

GENERAL COMMENT

Members of the public wishing to submit a general comment or a comment on an agenda item, can email dschwartz@soelmonte.org or call (626) 579-6540 ext. 3280 to leave a voicemail message. All comments received an hour before the scheduled meeting will be read during public comment and made part of the record.

MEETINGS

The City Council holds regular meetings on the second and fourth Tuesday of every month. Regular meetings start at 6 p.m. in the Council Chambers at City Hall, 1415 Santa Anita Avenue, South El Monte, California. Special and Adjourned Regular meetings start time are to be determined.

POSTING LOCATIONS OF AGENDA AND/OR CANCELLATION NOTICES

Regular meeting agendas will be posted at least 72 hours before the meeting (GC 54954(a)(1)).

Agenda and Cancellation Notices can be viewed online and are also posted at the following three (3) locations: City Hall located at 1415 Santa Anita Avenue, Senior Center located at 1556 Central Avenue and the Community Center located at 1530 Central Avenue, South El Monte, California.

VIEWING OF AGENDA PACKETS

Full agenda packet can be viewed either at www.cityofsouthelmonte.org/129/City-Council-Agendas-Minutes or in the City Clerk's Office during normal business hours Monday through Thursday 7:00 a.m. to 5:30 p.m. Closed on Fridays and major holidays.

ISSUES RELATED TO AGENDA

For issues related to the agenda, including a disability-related accommodation necessary to participate in this meeting, please contact:

Donna G. Schwartz, CMC, City Clerk
Ph (626) 579-6540 ext. 3280
Cell (626) 274-4842

Paola Lara, Deputy City Clerk
Ph (626) 579-6540 ext. 3220
Cell (626) 374-1998

AGENDA BEGINS ON THE FOLLOWING PAGE

1. ROLL CALL

Councilmembers: Angel, Delgado, Retamoza, Mayor Pro Tem Acosta and Mayor Olmos

2. PLEDGE OF ALLEGIANCE

Councilmember Hector Delgado

3. INVOCATION

Pastor Don Antelo, Calvary Chapel of South El Monte

4. PRESENTATIONS

4.a. Presentation by NBS Government Finance Group on the Results of the User Fee Study

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

By motion of the City Council, this is the time to notify the public of any changes to the agenda, remove items from the consent calendar for individual consideration and/or rearrange the order of the agenda.

6. PUBLIC COMMENT

Speakers may provide public comments on any matter within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker will be limited to five minutes. Unless a majority of the Council objects, the Mayor may provide speakers more or less time to speak. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

7. CONSENT CALENDAR

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

7.a. CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 27, 2022

Staff is requesting approval of Minutes for the September 27, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of September 27, 2022.

CONSENT CALENDAR (CONTINUED)

7.b. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-81, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 28, 2022, THROUGH OCTOBER 11, 2022

Authorizing payment of City expenditures for the period of September 28, 2022 through October 11, 2022 totaling \$1,249,491.68.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-81, authorizing payment of City expenditures.

7.c. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-82, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) ET SEQ. FOR THE PERIOD OF OCTOBER 11, 2022 THROUGH NOVEMBER 9, 2022

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-82, proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of October 11, 2022 through November 9, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-82, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period from October 11, 2022 through November 9, 2022.

7.d. PROPOSED DARK CITY COUNCIL MEETING DATES

Each year staff request City Council consider "going dark" on the second Tuesday in November and December due to the Thanksgiving and Christmas holidays.

RECOMMENDED ACTION: Staff recommends City Council approve going dark on Tuesday, November 22, 2022, and Tuesday, December 27, 2022, due to the Thanksgiving and Christmas holidays.

7.e. next page.

CONSENT CALENDAR (CONTINUED)

7.e. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-83, AMENDING THE CITY'S CONFLICT OF INTEREST CODE

Pursuant to the Political Reform Act, the Legislative Body must conduct a Biennial review of their established Conflict of Interest Code in even-numbered years. If there are any changes a resolution is prepared to amend the Conflict-of-Interest Code to address those changes to the designated positions and disclosure categories.

RECOMMENDED ACTION: Staff recommends City Council review the proposed resolution and, if approved, adopt Resolution No. 22-83, amending the Conflict of Interest Code and repealing Resolution No. 20-95.

8. PUBLIC HEARINGS - None

9. GENERAL BUSINESS

9.a. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-84, AWARDING A COOPERATIVE PURCHASING AGREEMENT TO GAMETIME - PLAYCORE WISCONSIN, INC. - FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND RUBBERIZED SAFETY SURFACING AT NEW TEMPLE AND MARY VAN DYKE PARKS

Staff seeks City Council approval to award a Cooperative Purchasing Agreement to Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment and rubberized safety surfacing at New Temple and Mary Van Dyke Parks.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-84, awarding a cooperative purchasing agreement to Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment and safety surfacing at New Temple and at Mary Van Dyke parks in the amount of \$423,908.36;
2. Approve the use of \$159,000.00 of Quimby Act funds; and
3. Approve the overall project budget of \$455,104.00.

10. COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS

AB 1234, section 53232.3(d) requires Members of a legislative body to provide brief reports on meetings attended at the expense of the local agency (i.e., League of California Cities Conferences, ICSC conferences, etc.) at the next regular meeting of the legislative body.

11. CORRESPONDENCE - None

12. COUNCILMEMBERS' AGENDA

12.a. Councilmember Richard Angel

1. Consideration of Establishing a Dog Park at the Kruse Feed Property Location.

13. CLOSED SESSION - None

14. ADJOURNMENT

Tuesday, October 25, 2022, at 6:00 p.m.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours at the following locations: City of South El Monte City Hall, Senior Center and Community Center and made available at www.cityofsouthelmonte.org on this 6th day of October.



City Clerk, CMC



City Council Agenda Report

Agenda Item No. 4.a.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: Presentation by NBS Government Finance Group on the results of the User Fee Study

SUMMARY: NBS Government Finance Group will be presenting the results of the User Fee Study. There will also be discussion regarding the implementation of the cost allocation plan. A timeline will be presented on the various steps required through adoption and posting updated rates.

RECOMMENDED ACTION: Staff recommends City Council receive and file the presentation.

FISCAL IMPACT: None at this time. There will be a hearing process where proposed rates require City Council approval prior to implementation.

DISCUSSION: This presentation is a briefing of the results of the User Fee Study commissioned by the City Council. Further actions and input are required prior to the User Fee rates being finalized, then followed by a Public Hearing.

ATTACHMENT(S):

A. Fee Study Presentation to City Council



User Fee Study Presentation to Council

October 11, 2022

Presentation Agenda

1. Project Approach

2. Summary of Results

3. Questions

Project Scope

1

**Cost
Allocation
Plan**

*Defines fair recovery
of City administrative
and support services
costs*

2

**User
Fee Study**

*Determines full cost of
services for user fees*

Project Goals: To understand the full cost of providing services, and to set municipal fees accordingly.

Cost Allocation Plan

Cost Allocation Plan - Basics

1

Calculates Citywide overhead services costs

2

Fair & equitable allocation to funds, departments, etc.

3

Helps recover costs from: Labor Rates, Fees for Services, Grants, etc.

4

Follows GAAP and Federal CFR Title 2, Part 200 Guidelines

User Fee Study

Authority for Fees

- **CA Constitution**

Article XIII C §1(e)(3) Fees for Inspections and Regulatory Permits are not taxes...however are still limited to the local government's reasonable costs.

- **CA Government Code §66014(a)**

“Those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged”



Fees Studied

Included

- Development Services
 - Planning
 - Engineering
 - Building
- Recreation
 - Camps/Classes
 - Facilities
- Other
 - Business License

Excluded

- Taxes
- Fines
- Development Impact Fees
- Utility Rates
- Etc.

Project Goals

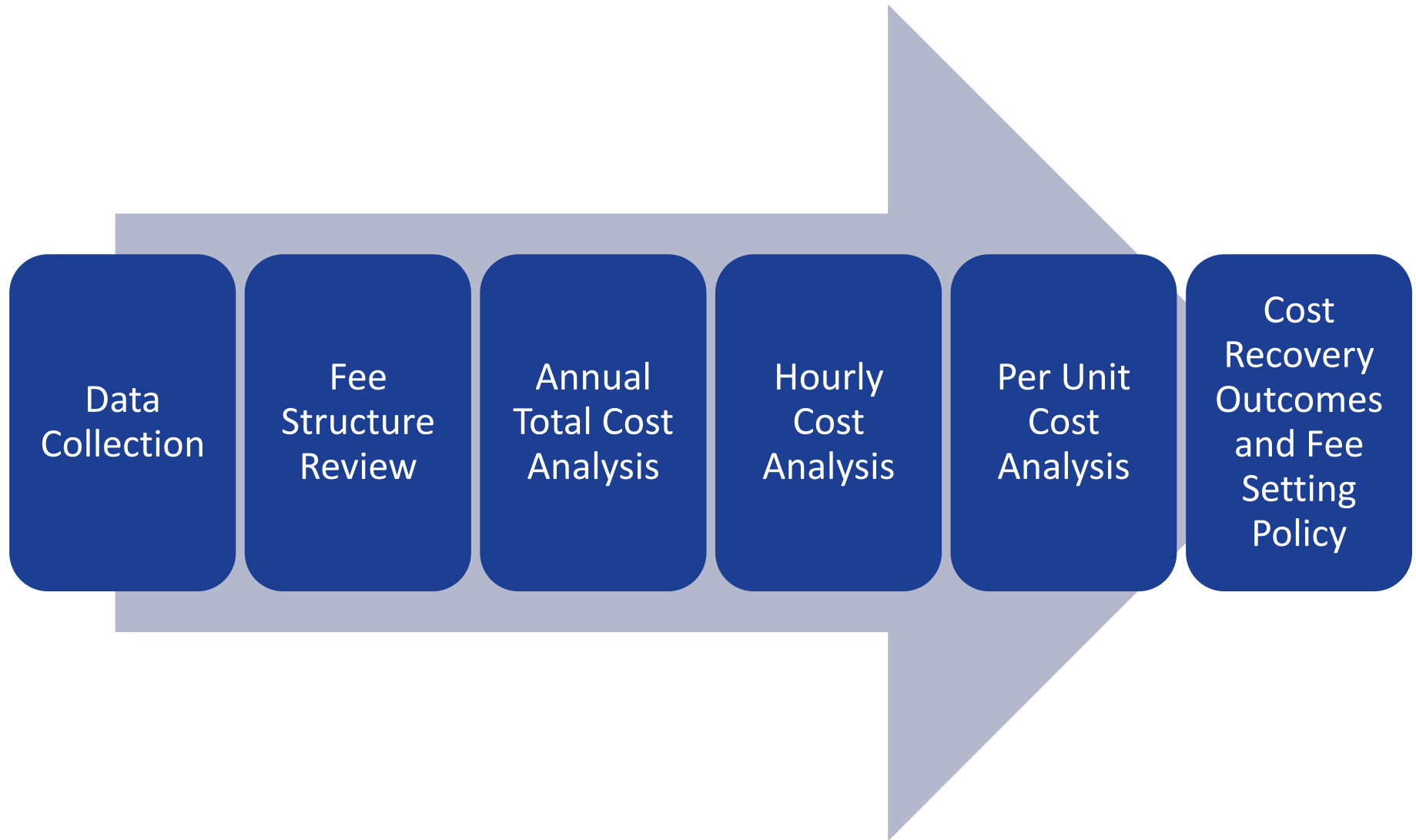
1

Understand
Full Cost of
Providing
Services

2

Set
Municipal
Fees
Accordingly

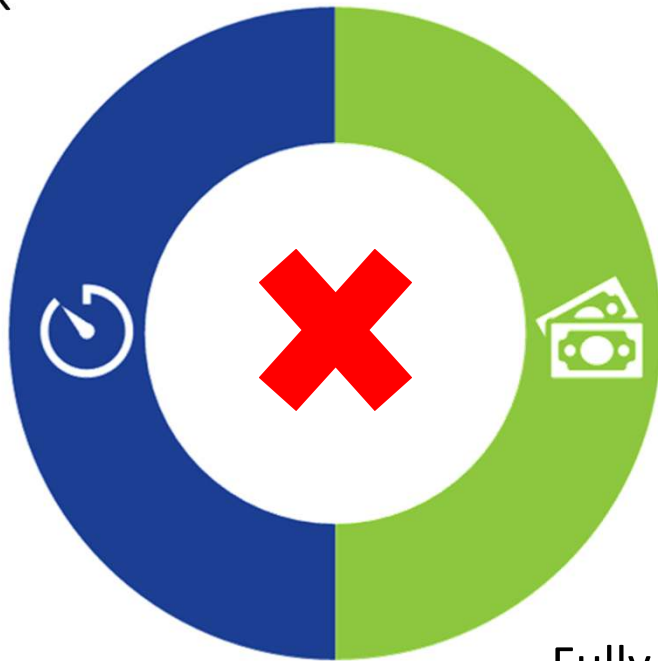
Project Approach



“Per Fee” Cost Analysis – Maximum Cost

A. Per Fee Item:

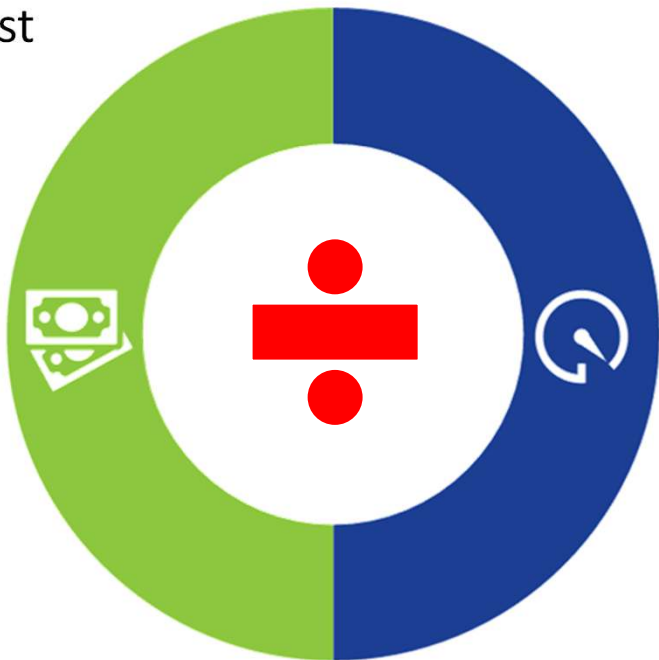
Estimated
Time on
Task



Fully
Burdened
Hourly Rate

B. Per Participant:

Annual
Cost



Participants

Understanding Results of Fee Analysis

- Appendix A to the Final Report displays the results of the analysis for the City:
 - **Cost of Service per Activity** = fee amount at 100% cost recovery
 - **Existing Cost Recovery %** = compares the full cost calculation to current fee/deposit
 - **Recommended Cost Recovery %** = Staff's initial recommendation to Council for cost recovery at the individual fee level
- Appendix B to the Final Report displays the Comparison of Charges for Fee Related Activities and Services to neighboring agencies.

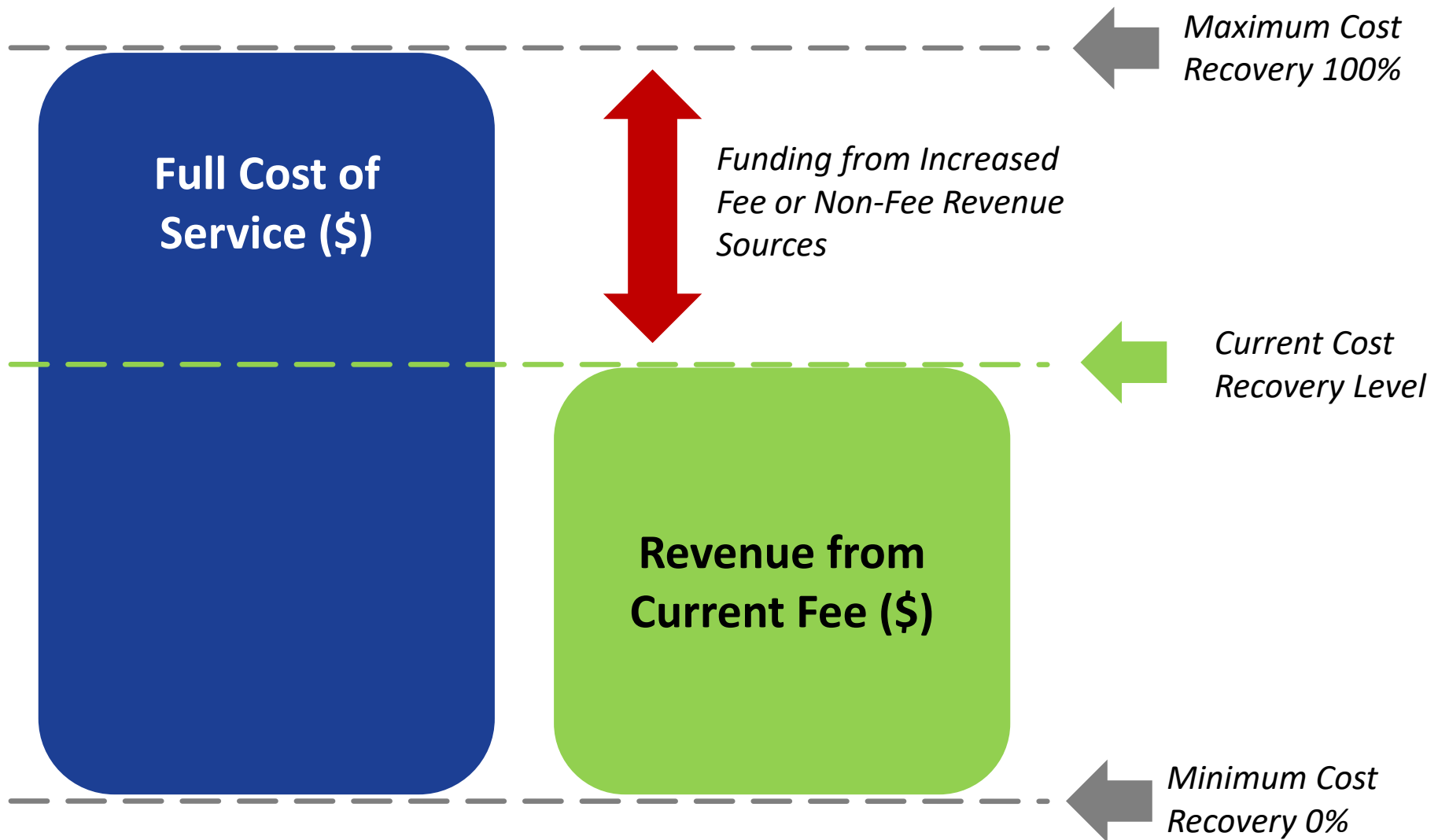
Annual Cost Recovery Evaluation

Department / Division	Estimated Annual Current Fee Revenue	Estimated Annual Full Cost Recovery Fee Revenue	Annual Cost Recovery Surplus / (Deficit)	Existing Cost Recovery Percentage
Planning	\$102,187	\$259,661	\$(157,474)	39%
Engineering	370,114	370,760	9,354	103%
Building	1,324,206	1,265,905	58,301	105%
Recreation	168,292	1,911,833	1,743,541	9%
Total	\$1,964,799	\$3,798,159	\$(1,833,360)	52%

Overall Cost Recovery: 52%

- Should Council adopt all fees at the 100% full cost recovery level, approximately \$1.8 million in additional costs could be recovered.
- However, there may be local policy considerations that support adopting fees at less than full cost recovery, such as Recreation fees.

Cost Recovery/Fee Setting



Comparative Survey

- Comparison agencies: Cities of Duarte, El Monte, La Puente, Rosemead, Temple City, and the County of Los Angeles.
- Reasonable attempt to compare readily available information
- Caveats:
 - Differing cost recovery policies or procedures
 - Varied terminology for provision of similar services
 - Basis of fees and frequency of review differs among jurisdictions

Industry Trends in Cost Recovery

Planning



75% - 100%

Engineering



90% - 100%

Building



90% - 100%

Recreation



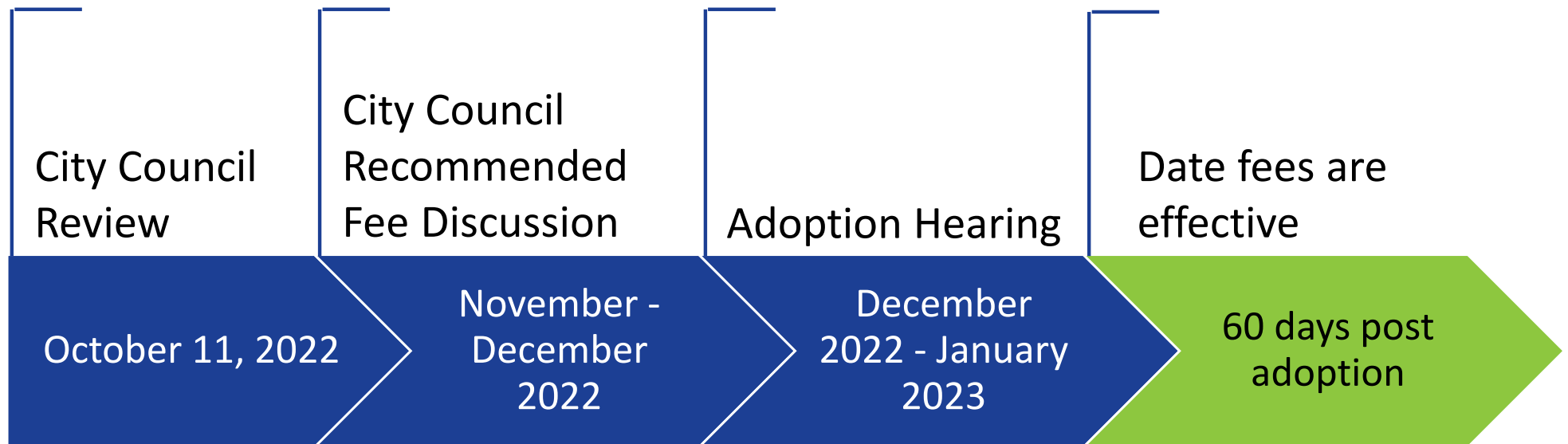
20% - 60%

Admin/ Misc.



75% - 100%

User Fee Update – Next Steps



Questions or Comments?



Nicole Kissam

Project Director

Lauren Guido

Consultant



nkissam@nbsgov.com

lguido@nbsgov.com



800-676-7516



City Council Agenda Report

Agenda Item No. 7.a.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 27, 2022

SUMMARY: Staff is requesting approval of Minutes for the September 27, 2022 Regular City Council Meeting.

RECOMMENDED ACTION: Staff recommends City Council approve the Minutes of the Regular City Council Meeting of September 27, 2022.

FISCAL IMPACT: None.

DISCUSSION: None.

ATTACHMENT(S):

A. Minutes

**CITY OF SOUTH EL MONTE
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 27, 2022 - 6:00 PM**

1. ROLL CALL

Mayor Olmos called the meeting to order at 6:00 PM

PRESENT: Councilmember(s): Angel, Delgado, Retamoza, Mayor Pro Tem Acosta, and Mayor Olmos

STAFF PRESENT: Rene Salas, Interim City Manager; Anthony R. Taylor, City Attorney; Donna G. Schwartz, City Clerk; Colby Cataldi, Community Development Director; William Fox, Interim Finance Director; and Paola Lara, Deputy City Clerk.

Zoom was provided for the Public to participate during public comment via teleconference.

2. PLEDGE OF ALLEGIANCE – Councilmember Richard Angel led the Pledge of Allegiance.

3. INVOCATION – Jayson Perez, Recreation Coordinator, City of South El Monte, offered the Invocation.

4. PRESENTATIONS:

- 4.a.** Dr. Gus Frias, Harvard Latino Alumni Community, thanked the Mayor and City Council for hosting the Harvard Latino Leadership Academy and presented “Certificates of Appreciation” to Mayor Olmos and Melissa Demirci, Transtech Engineering Inc.

Mayor and City Council presented “Certificates of Recognition” to Epiphany School students for their participation in the Harvard Latino Leadership Academy.

- 4.b.** Mayor and City Council presented “Certificates of Recognition” to Monte Vista School students for their participation in the Harvard Latino Leadership Academy.

- 4.c.** Mayor and City Council presented “Certificates of Recognition” to Shively School students for their participation in the Harvard Latino Leadership Academy.

- 4.d.** Mayor and City Council presented “Certificates of Recognition” to South El Monte High School students for their participation in the Harvard Latino Leadership Academy.

PRESENTATIONS (CONTINUED)

4.e. City Council received a PowerPoint presentation from Cristy Canieda, Vasquez & Company LLP, on Fiscal Year 2021 Audit Results and Fiscal Year 2022 Audit Scope of Work.

4.f. City Council received a report from the Sheriff's Department and discussed matters concerning law enforcement in the City for the month of July and August.

Mayor Olmos requested the deputies patrol Linard Street around 1 to 2 a.m. because homeless individuals have been knocking on her door at that time.

Councilmember Delgado directed the Interim City Manager to search for grant opportunities to purchase Ring doorbell cameras, or the like, to possibly giveaway to residents as a safety measure.

4.g. City Council received a report from Code Enforcement/Public Safety Supervisor Joe Martinez on code enforcement and public safety activities for the month of July and August.

5. APPROVAL OF THE AGENDA AND WAIVER OF FULL READING OF ORDINANCES

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Delgado to approve the agenda. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Angel, Delgado, Retamoza, Mayor Pro Tem Acosta and Mayor Olmos

NAYS: Councilmember(s): None

6. PUBLIC COMMENT

Mayor Olmos opened public comment, there being now, closed public comment.

7. CONSENT CALENDAR

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to approve the Consent Calendar. Motion carried 5-0 by the following vote:

AYES: Councilmember(s): Angel, Delgado, Retamoza, Mayor Pro Tem Acosta, and Mayor Olmos

NAYS: Councilmember(s): None

7.a. Approved Minutes for the Special City Council meeting held September 6, 2022 and Regular City Council meeting held September 13, 2022.

CONSENT CALENDAR (CONTINUED)

- 7.b. Adopted Resolution No. 22-79, authorizing payment of City expenditures for the period of September 14, 2022 through September 27, 2022 totaling \$949,764.29.
 - 7.c. Approved to proceed with the biennial review of the City's Conflict of Interest Code and direct the City Clerk, City Attorney, and HR/Risk Manager to coordinate the review of the current code for required amendments.
 - 7.d. Authorized the solicitation of proposals for Building Inspector Services for the City and directed staff to issue a Request for Proposal.
 - 7.e. Adopted Resolution No. 22-80, awarding a professional services agreement to Neighborhood Housing Services of Los Angeles County to administer and implement the CalHome Home Repair Program for the amount not-to-exceed (NTE) 20% of the grant amount or \$200,000.00.
- 8. **PUBLIC HEARINGS – None.**
 - 9. **GENERAL BUSINESS – None.**
 - 10. **COMMITTEE REPORTS, INCLUDING AB 1234 REPORTS**

Mayor Pro Tem Acosta announced his attendance at the City's Mexican Independence Day Luncheon at the Senior Center and El Monte/South El Monte Jet's Football Homecoming game.

Councilmember Retamoza announced her attendance at the City's "Fire Station 90 Appreciation Day."

Councilmember Delgado announced his attendance at the Harvard Latino Leadership Academy held in the City of South El Monte's Council Chambers and thanked Dr. Frias, Transtech Engineers Inc., Vacco, and Athens Services for sponsoring the program.

Councilmember Angel announced his attendance at BizFed Freshman Policymakers Reception, the City's Mexican Independence Day Luncheon at the Senior Center, Harvard Latino Leadership Academy, and El Monte/South El Monte Jet's Football Homecoming game.

Mayor Olmos announced her attendance at the City's Mexican Independence Day Luncheon at the Senior Center, El Monte/South El Monte Jet's Football Homecoming game, City's "Fire Station 90 Appreciation Day," BizFed Freshman Policymakers Reception, and Harvard Latino Leadership Academy and thanked Dr. Frias for collaborating with the City.

11. CORRESPONDENCE:

11.a. LETTER FROM THE EL MONTE/ SOUTH EL MONTE CHAMBER OF COMMERCE REQUESTING A FEE WAIVER FOR THE USE OF THE COMMUNITY CENTER AMPHITHEATER TO HOST AN INFORMATIONAL CANDIDATE FORUM

Mayor Olmos announced the item.

A motion was made by Councilmember Delgado, seconded by Councilmember Angel to approve the reservation fee waiver request by the El Monte/South El Monte Chamber of Commerce in the amount of \$1,749.00. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Angel, Delgado, Retamoza, Mayor Pro Tem Acosta
and Mayor Olmos

NAYS: Councilmember(s): None

12. COUNCILMEMBERS' AGENDA:

12.a. Mayor Pro Tem Manuel Acosta

1. Consideration to Extend Senior Water Aerobics Program Through the End of October

A motion was made by Mayor Pro Tem Acosta, seconded by Councilmember Angel to extend the Senior Water Aerobics Program through the end of October. Motion carried 5-0, by the following vote:

AYES: Councilmember(s): Angel, Delgado, Retamoza, Mayor Pro Tem Acosta
and Mayor Olmos

NAYS: Councilmember(s): None

13. CLOSED SESSION:

At 7:49 p.m. City Attorney Anthony R. Taylor recessed Council into closed session.

13.a. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54956.9 – [One case]

Rambod Sotoodeh; Stella Sotoodeh; 8 Swett, Inc. v. City of South El Monte
Case No. 2:22-cv-04361

At 8:11 p.m. Mayor Olmos reconvened to open session.

CLOSED SESSION (CONTINUED)

City Attorney Anthony R. Taylor, announced City Council discussed item 13.a. No action taken, nothing to report.

14. RECESS COUNCIL MEETING

Mayor Olmos recessed the meeting at 8:12 p.m. to the Successor Agency meeting.

Mayor Olmos adjourned the Successor Agency meeting at 8:13 p.m.

Mayor Olmos reconvened the City Council meeting at 8:13 p.m.

15. ADJOURNMENT

There being no further business coming before this body, at 8:14 p.m. Mayor Olmos adjourned the meeting in memory of Irma Rosa Muñiz, longtime Resident, to Tuesday, October 11, 2022, at 6:00 p.m.

Donna G. Schwartz, CMC, City Clerk

Gloria Olmos, Mayor



City Council Agenda Report

Agenda Item No. 7.b.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: William Fox, Interim Finance Director

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-81, APPROVING WARRANTS FOR THE PERIOD OF SEPTEMBER 28, 2022 , THROUGH OCTOBER 11, 2022

SUMMARY: Authorizing payment of City expenditures for the period of September 28, 2022, through October 11, 2022 totaling \$1,249,491.68.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-81, authorizing payment of City expenditures.

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

- A. Resolution No. 22-81
- B. Warrants

ATTACHMENT A

RESOLUTION NO. 22-81

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ALLOWING CERTAIN CLAIMS AND DEMANDS FOR THE
PERIOD OF SEPTEMBER 28, 2022, THROUGH OCTOBER 11,
2022, TOTALING \$1,249,491.68

THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY RESOLVE,
DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the
Finance Director hereby certifies to the accuracy of the following demands and the availability of
funds for payment thereof.

Finance Director

SECTION 2: That the following claims and demands have been audited as required by
law and that the same are hereby allowed in the amount hereafter set forth.

	<u>CLAIMANT</u>	<u>CLAIM PERIOD</u>	<u>WARRANT #'S</u>	<u>AMOUNT</u>
FY 22/23	Electronic Warrants	09/28/2022-10/11/22	DFT0000319-3341	\$60,328.92
FY 22/23	Regular Warrants	09/28/2022-10/11/22	11041-11121	\$1,054,023.17
Payroll	Manual Check	PPE 10/01/2022	1188-1193	\$1,199.97
Payroll	Check	PPE 10/01/2022	1194-1203	\$8,842.16
Payroll	Direct Deposit	PPE 10/01/2022	2334-2457	\$125,097.46

TOTAL EXPENDITURES RESOLUTION NO. 22-81 \$1,249,491.68

PASSED, APPROVED, AND ADOPTED this 11th day of October 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-81, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 11th day of October 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B



Warrant Register

Council Meeting 10/11/22

South El Monte, CA

Account Number	Vendor Name	Payment Number	Payment Date	Description (Item)	Amount
01.0170.1020.5020	JOSE TEJEDA	11043	09/28/2022	ACH RETURN- ACCOUNT CLOSED	573.62
01.0000.0000.2230	NATIONWIDE RETIREMENT SOLUTIONS	11044	09/28/2022	PPE: 09/17/22	5,290.00
01.0000.0000.2240	VONS CREDIT UNION	11045	09/28/2022	PPE: 9/17/22	43.50
01.0000.0000.2240	VONS CREDIT UNION	11045	09/28/2022	PPE: 9/03/22	45.00
43.0900.9000.5968	GRIGOLLA & SONS CONSTRUCTION CO., INC.	11046	09/29/2022	TDA ARTICLE 3 #112	3,524.95
01.0120.1210.5908	PAOLA LARA	11047	09/29/2022	TRAINING FOR CLERKS	115.00
01.0130.1310.5406	PAOLA LARA	11047	09/29/2022	POSTAGE/ PACKAGES MAILED	6.48
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1556 N CENTRAL	368.33
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1530 N CENTRAL	278.59
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1415 N SANTA ANITA	354.87
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1500 N CENTRAL	2,490.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 2000 IRR SANTA ANITA	68.83
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 N/E MERCED SANTA ANITA	213.91
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 2022 N CENTRAL	269.62
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1707 N MERCED	67.91
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 THIENES/PARKWAY	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 MERCED N/W SANTA ANITA	54.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 1222 IRR PECK	283.08
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1819 N MERCED	176.52
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1652 IRR TYLER	151.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1900 N CENTRAL	163.05
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 1824 N CENTRAL	449.09
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 1109 IRR PECK	220.27
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 N LERMA/MILLET	426.66
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 1502 IRR PECK	274.11
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 1628 IRR DURFEE	265.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/11-9/13 10452 E RUSH	86.78
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/15-9/14 2218 ROSEMEAD	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/16-9/15 2620 ROSEMEAD	182.50
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 1660 IRR DURFEE	137.63
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 1710 IRR DURFEE	224.75
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/15-9/14 2004 IRR ROSEMEAD	27.53
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/16-9/15 2464 ROSEMEAD	160.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/10-9/12 1675 IRR DURFEE	160.07
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 1508 IRR PECK	265.13
01.0170.1730.5720	SAN GABRIEL VALLEY WATER	11048	09/29/2022	8/8-9/7 FARNDON-PECK	68.83
01.0000.0000.2224	STANDARD INSURANCE	11049	10/04/2022	OCT'22 SUPP LIFE/ AD&D	449.37
01.0000.0000.2225	STANDARD INSURANCE	11050	10/04/2022	OCT'22 LIFE/ AD&D	955.53
01.0170.1740.6025	AAMES LOCK & SAFE COMPANY	11051	10/05/2022	ALARM UPGRADE/SAFETY-ELECTR	12,971.90
01.0170.1020.5406	AIRGAS USA, LLC	11052	10/05/2022	BLACK LATEX GLOVES	790.39
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11053	10/05/2022	AUG'22 GENERAL	4,643.10
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11053	10/05/2022	AUG'22 SPECIAL PJT	12,977.40
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11053	10/05/2022	AUG'22 PERSONNEL	8,036.00
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11053	10/05/2022	AUG'22 PLANNING	68.10
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11053	10/05/2022	AUG'22 PW ENGINEERING	204.30
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11053	10/05/2022	AUG'22 SUCCESSOR AGENCY	2,210.60
01.0100.1030.5215	ALESHIRE & WYNDR, LLP	11053	10/05/2022	AUG'22 ADDITIONAL SVCS	215.60
01.0150.1530.5430	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	RIFFLE PRIZE-WALKING WED-SCTR	20.93
01.0151.1541.5430	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	YOUTH BASKETBALL SUPP	141.46
01.0170.1740.5962	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	RIGHT ANGLE DRILL	162.93
06.0300.3010.5430	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	CI NUTIR PRGM SPLENDA/TAPATIO	206.41
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	AFTER SCHOOL PGRM SUPP	15.95
01.0170.1020.5406	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	DISH RACK/YARD	29.65
01.0150.1540.5431	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	AFTER SCHOOL PGRM SUPP	25.22
01.0170.1020.5956	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	BANDANAS FOR SUN PROTECTION	71.16
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	HALLOWEEN DANCE/DECO-SCTR	109.09
01.0150.1530.5952	AMAZON CAPITAL SERVICES, INC	11054	10/05/2022	DIA DE LOS MUERTOS DECO-SCTR	162.31
01.0130.1330.5215	AT&T	11055	10/05/2022	8/15-9/14 BAN 1034755	27.48

01.0130.1330.5215	AT&T	11055	10/05/2022	8/15-9/14 BAN 1034756	54.41
01.0130.1330.5215	AT&T	11055	10/05/2022	8/22-9/21 BAN 1034752	28.03
02.0170.1760.5550	ATHENS SERVICES	11056	10/05/2022	SEP'22 SWEEPER SVCS	6,140.00
01.0170.1770.5525	AUTOZONE	11057	10/05/2022	#2 REPLACED BATTERY	157.26
01.0170.1770.5525	AUTOZONE	11057	10/05/2022	BATTERY-CREDIT	(155.01)
01.0170.1770.5525	AUTOZONE	11057	10/05/2022	BRUSH SWEEPER/NEW BATTERY	121.64
01.0170.1770.5525	AUTOZONE	11057	10/05/2022	BATTERY RETURN	(18.00)
01.0170.1020.5515	BASE HILL, INC.	11058	10/05/2022	SEP'22 JANITORIAL SVCS	7,339.00
01.0170.1020.5515	BASE HILL, INC.	11058	10/05/2022	SEP'22 DISINFECT #505	17,800.00
01.0150.1530.6020	BLAINE HEBERT	11059	10/05/2022	PIANO SERVICED AFTER 15YRS	385.00
01.0150.1515.5204	BLANCA M. FIGUEROA	11060	10/05/2022	SEP'22 PATRIOTIC MTG	100.00
01.0130.1330.5215	CALIFORNIA COMMUNICATION	11061	10/05/2022	SEP'22 WIRELESS BRIDGE/PARKS	680.00
01.0000.0000.4512	CARMINA MORENO	11062	10/05/2022	BASKETBALL REFUND	55.00
01.0100.1020.5932	CHARTER COMMUNICATIONS	11063	10/05/2022	9/7-10/6 INTERNET SVCS	140.07
01.0100.1020.5932	CHARTER COMMUNICATIONS	11063	10/05/2022	9/16-10/15 CABLE SVCS	299.59
01.0170.1770.5525	CITY EL MONTE	11064	10/05/2022	AUG'22 CNG FUEL #28	124.92
01.0130.1460.5215	CITY OF DOWNEY	11065	10/05/2022	FY 22/23 ANIMAL CANVASSING	15,165.00
01.0100.1050.5936	CONCENTRA	11066	10/05/2022	7/12 NEW HIRE PHYS	149.56
01.0100.1050.5936	CONCENTRA	11066	10/05/2022	9/6 NEW HIRE PHYS	151.00
01.0160.1640.5520	DDC ELECTRIC SUPPLY, INC.	11067	10/05/2022	NEW LIGHTS / RETROFITING-FLOOD LED	493.91
01.0160.1640.5520	DDC ELECTRIC SUPPLY, INC.	11067	10/05/2022	LIGHTS/WIRES RETROFITING- GYM	348.33
01.0160.1620.5520	DDC PLUMBING SUPPLY, INC.	11068	10/05/2022	FLUSHOMETER/REPAIR KIT/SCTR	259.48
01.0160.1650.5520	DDC PLUMBING SUPPLY, INC.	11068	10/05/2022	WATER FOUNTAIN REPAIR SUP/NTP	71.36
01.0160.1660.5520	DDC PLUMBING SUPPLY, INC.	11068	10/05/2022	RSTRM REPAIR SUP-SHIVELY	255.68
01.0160.1650.5520	DOWNEY REFRIGERATION	11069	10/05/2022	ICE MACHINE REPAIRS-NTP	335.95
38.0900.9000.5968	DYNALECTRIC L.A.	11070	10/05/2022	JUN-AUG'22 SANTA/KLING SIGNAL#294	35,356.66
40.0900.9000.5968	DYNALECTRIC L.A.	11070	10/05/2022	JUN-AUG'22 SANTA/KLING SIGNAL#294	318,209.94
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	11071	10/05/2022	INTERIOR INSECT SPRAY/CHALL	600.00
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	11071	10/05/2022	9/2 PEST CONTROL-CHALL	600.00
01.0170.1720.5520	ECOLAB PEST ELIM. DIVISION	11071	10/05/2022	SEP'22 PEST CTRL-YARD	144.14
01.0160.1610.5520	ECOLAB PEST ELIM. DIVISION	11071	10/05/2022	SEP'22 PEST CTRL-CCTR	69.18
01.0170.1710.5520	ECOLAB PEST ELIM. DIVISION	11071	10/05/2022	SEP'22 PEST CTRL-CHALL	194.39
01.0160.1620.5520	ECOLAB PEST ELIM. DIVISION	11071	10/05/2022	SEP'22 PEST CTRL-SCTR	281.38
01.0160.1640.5520	EL MONTE ORNAMENTAL SUPPLY, INC.	11072	10/05/2022	AQUA LIGHT POLE COVER PLATES	7.72
01.0160.1630.5520	EWING IRRIGATION	11073	10/05/2022	IRRIGATION SPRINKLE REPAIR-MCTR	109.50
01.0160.1670.5520	EWING IRRIGATION	11073	10/05/2022	MVD INFELD REPAIRS	143.18
45.0900.9000.5977	EWING IRRIGATION	11073	10/05/2022	24" TREE ST IMP/MTNC.	147.74
01.0170.1750.5520	EWING IRRIGATION	11073	10/05/2022	IRRIGATION RPR/PECK CTR MEDIA	192.25
01.0160.1670.5520	EWING IRRIGATION	11073	10/05/2022	MVD INFELD REPAIRS	189.37
01.0170.1750.5520	EWING IRRIGATION	11073	10/05/2022	IRRIGATION REPAIRS-MEDIAN DURFEE/PECK	172.23
01.0170.1770.5525	GOT PROPANE INC	11074	10/05/2022	FORKLIFT PROPANE	67.96
01.0170.1770.5525	GOT PROPANE INC	11074	10/05/2022	9/21 FORKLIFT PROPANE	101.95
01.0160.1620.5520	GRANT'S TRUE VALUE HARDWARE	11075	10/05/2022	DISHWASHER H2O HOSE-SCTR	12.09
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	11075	10/05/2022	KEYS FOR WOMENS RSTRM-SHIVELY	11.00
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	11075	10/05/2022	MEN'S RSTM KEY-SHIVELY	13.16
01.0160.1660.5520	GRANT'S TRUE VALUE HARDWARE	11075	10/05/2022	RSTRM URNAL SUPP INSTALL-SHIVELY	1.31
01.0160.1640.5520	HASA INC.	11076	10/05/2022	9/20 CHEMICAL DELIVERY	328.31
01.0160.1640.5520	HASA INC.	11076	10/05/2022	9/21 CHEMICAL DELIVERY	478.72
01.0000.0000.4554	HECTOR MATA	11077	10/05/2022	9/24 MVD-COM RM RSV DEPOSIT	50.00
01.0000.0000.4554	HELEN LOPEZ	11078	10/05/2022	9/10 CCTR RSV DEPOSIT	600.00
06.0300.3010.5215	HUNTINGTON CULINARY	11079	10/05/2022	9/12-9/16 CI & CII NUTR PRGM	3,766.25
06.0300.3020.5215	HUNTINGTON CULINARY	11079	10/05/2022	9/12-9/16 CI & CII NUTR PRGM	302.50
01.0160.1620.5520	INNER-COOL CORP	11080	10/05/2022	#11 A/C REPAIR/SCTR	143.25
01.0160.1620.5520	INNER-COOL CORP	11080	10/05/2022	#3 A/C/HIGH PRESSURE SWITCH	891.34
01.0160.1620.5520	INNER-COOL CORP	11080	10/05/2022	#11 COMPRESSOR CHANGE OUT-SCTR	2,285.33
01.0170.1720.5520	INNER-COOL CORP	11080	10/05/2022	AC SVCS-YARD	191.00
02.0170.1760.5540	JCL TRAFFIC SERVICES	11081	10/05/2022	ST SIGN W/ARROW/MICHAEL H.	749.76
02.0170.1760.5540	JCL TRAFFIC SERVICES	11081	10/05/2022	MEDIANS ST SIGNS	1,835.44
01.0160.1610.5520	JOHNSTONE SUPPLY	11082	10/05/2022	AC THERMO/LOCKING GUARDS	200.27
01.0160.1620.5520	JOHNSTONE SUPPLY	11082	10/05/2022	AC THERMO/LOCKING GUARDS	249.57
01.0140.1430.5215	KOSMONT & ASSOCIATES, INC.	11083	10/05/2022	5/1-5/31 ECON DEV SVCS	3,044.60
01.0140.1430.5215	KOSMONT & ASSOCIATES, INC.	11083	10/05/2022	6/1-6/30 ECON DEV SVCS	5,070.56
01.0140.1430.5215	KOSMONT & ASSOCIATES, INC.	11083	10/05/2022	7/1-7/31 ECON DEV SVCS	4,302.50
01.0140.1430.5215	KOSMONT & ASSOCIATES, INC.	11083	10/05/2022	8/1-8/31 ECON DEV SVCS	6,292.50
01.0170.1475.5215	L.A. COUNTY DEPT OF PUBLIC WORKS	11084	10/05/2022	FY 22-23 4TH BILLING CIMP ANNUAL SHARE	1,933.00
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11085	10/05/2022	AUG'22 LAW ENFORCEMENT SVCS	309,319.36
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11085	10/05/2022	AUG'22 SPL ASSIGN DEPUTY	100,428.32
01.0110.1110.5220	L.A. COUNTY SHERIFF'S DEPT.	11085	10/05/2022	AUG'22 GRANT SPL ASSIGN DEPUTY	17,604.75
01.0110.1110.5610	L.A. COUNTY SHERIFF'S DEPT.	11085	10/05/2022	AUG'22 LIABILITY INS	47,008.77

01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	11085	10/05/2022	JUL'22 SPL EVT/4TH JULY	8,963.39
01.0110.1110.5633	L.A. COUNTY SHERIFF'S DEPT.	11085	10/05/2022	JUL'22 FIREWORKS SATURATION	10,696.49
01.0170.1770.5525	LINE X PROTECTIVE COATINGS	11086	10/05/2022	#8 INSTALL SPRAY BED LINER	571.00
01.0170.1770.5525	LINE X PROTECTIVE COATINGS	11086	10/05/2022	#5 INSTALL SPRAY BED LINER	571.00
01.0170.1770.5525	LINE X PROTECTIVE COATINGS	11086	10/05/2022	#33 INSTALL SPRAY BED LINER	571.00
01.0150.1530.5440	LOS ANGELES COUNTY AGING & DISABILITIES DEPT.	11087	10/05/2022	FY20/21 UNFUNDED FOOD SENIOR NUTR PRGM	2,369.40
01.0140.1440.5215	MAIQUES INSPECTION SERVICE	11088	10/05/2022	9/5-9/29 BUILDING INSPECTION SVCS	4,929.90
01.0000.0000.4554	MARISSA ROCHA	11089	10/05/2022	9/10 MVD COM RM RSV DEPOSIT	50.00
01.0170.1710.5520	MARTINEZ PUMPING SERVICE, INC	11090	10/05/2022	MAIN SEWER LINE CLEAN OUT-CHALL	225.00
01.0160.1610.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-CCTR	78.11
01.0160.1620.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-SCTR	78.11
01.0160.1630.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-MCTR	78.11
01.0160.1640.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-POOL	78.11
01.0160.1650.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-NTP	78.11
01.0160.1660.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-SHIVELY	78.11
01.0160.1670.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-MVD	78.11
01.0170.1710.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-CHALL	78.11
01.0170.1720.5520	MID-VALLEY AUTOMATIC FIRE SYSTEMS	11091	10/05/2022	FIRE EXTINGUISHER SVCS-YARD	78.12
01.0150.1515.5204	NAOMI LOPEZ	11092	10/05/2022	SEP'22 PATRIOTIC MTG	100.00
01.0151.1543.5952	NEW SIGN SOLUTION, INC.	11093	10/05/2022	HARVEST/5K BANNER VINYL	132.30
01.0100.1010.5406	OFFICE DEPOT	11094	10/05/2022	OFFICE SUPP	229.55
01.0120.1210.5406	OFFICE DEPOT	11094	10/05/2022	OFFICE SUPP	197.80
01.0151.1543.5952	PARTY PRONTO	11095	10/05/2022	9/17 FIRE STATION 90 EQUIP RENT	1,573.00
01.0140.1100.5215	PHOENIX GROUP INFORMATION SYSTEMS	11096	10/05/2022	AUG'22 CITE PROCESSING SVCS	2,929.17
01.0160.1610.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/CCTR	45.33
01.0160.1620.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/SCTR	45.33
01.0160.1630.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/MCTR	45.33
01.0160.1640.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/AQUAT	45.33
01.0160.1650.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/NTP	45.33
01.0160.1670.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/MVD	45.33
01.0170.1710.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/CHALL	49.00
01.0170.1720.5520	POST ALARM SYSTEMS	11097	10/05/2022	OCT'22 ALARM SVCS/YARD	126.00
01.0170.1710.6025	POST ALARM SYSTEMS	11097	10/05/2022	FIANL PMT-ACCESS SVCS INSTALL	8,187.65
01.0160.1620.5520	QUENCH USA, INC.	11098	10/05/2022	OCT'22 WATER FILTER-SCTR	59.96
44.0800.8010.5982	REGIONAL TAP SERVICE CENTER	11099	10/05/2022	AUG'22 BUS PASSES	248.00
01.0150.1515.5204	RUDY LOPEZ	11100	10/05/2022	SEP'22 PATRIOTIC MTG	100.00
01.0170.1710.5520	SAKAIDA NURSERY	11101	10/05/2022	MEMORIAL PLANT-CHALL	74.97
01.0100.1020.5912	SGV CITY MANAGERS' ASSOCIATION	11102	10/05/2022	9/21 SGVCMA MTG/SALAS	35.00
01.0160.1660.5520	SMARDAN SUPPLY	11103	10/05/2022	URINAL SUP-SHIVELY	44.42
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11104	10/05/2022	ASPHALT FOR ST REPAIRS	621.88
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11104	10/05/2022	BUS BENCH INSTALL-SANTA ANITA/FAWCETT	54.11
02.0170.1760.5540	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11104	10/05/2022	RETURN/PURCH INTSALL BUS SHELTER SUP	(21.37)
01.0160.1620.5520	SOUTHEAST CONSTRUCTION PRODUCTS,INC	11104	10/05/2022	SHUT OFF VALVE-SCTR	90.41
01.0160.1650.5520	SUNBELT RENTALS, INC.	11105	10/05/2022	8/29-9/25 UTILITY 4WD GAS CART RENTAL	1,095.96
01.0140.1100.5215	SUPERIOR COURT OF CA, COUNTY OF LA	11106	10/05/2022	AUG'22 SUPERIOR COURT REVENUE PAYMENT	4,713.50
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11107	10/05/2022	CI NUTR PRGM TORTILLAS	24.73
06.0300.3010.5430	SUPERIOR WAREHOUSE GROCERS	11107	10/05/2022	CI NUTR PRGM TORTILLAS	24.95
01.0150.1540.5431	SUPERIOR WAREHOUSE GROCERS	11107	10/05/2022	AFTER SCHOOL PRGM FOOD CRAFT SUP	49.33
01.0100.1050.5936	SUSANA ROBLES	11108	10/05/2022	NEW HIRE LIVE SCAN	25.00
01.0151.1543.5952	SYSO FOOD SERVICES OF LOS ANGELES	11109	10/05/2022	FIRE STATION 90 BRKFST SUP	442.08
01.0151.1543.5952	SYSO FOOD SERVICES OF LOS ANGELES	11109	10/05/2022	FIRE STATION 90 BRKFST SUP	500.60
01.0100.1050.5936	TAG/AMS, INC.	11110	10/05/2022	DRUG TEST FOR DRIVERS	65.00
01.0100.1020.5215	TOWNSEND PUBLIC AFFAIRS	11111	10/05/2022	SEPT'22 CONSULTING SVCS	6,750.00
01.0130.1330.5215	TYLER TECHNOLOGIES, INC	11112	10/05/2022	8/29 GO-LIVE ASSIST	104.00
02.0170.1760.5540	ULINE	11113	10/05/2022	STOP SIGNS REFLECTIVE TAPE	923.70
01.0170.1720.5420	UNISHIELD	11114	10/05/2022	FIRST-AID SUP-YARD	917.14
01.0160.1640.5420	UNISHIELD	11114	10/05/2022	FIRST-AID SUP-POOL	436.45
01.0160.1610.5420	UNISHIELD	11114	10/05/2022	FIRST-AID SUP-CCTR	486.27
01.0160.1670.5420	UNISHIELD	11114	10/05/2022	FIRST-AID SUP-MVD	282.14
01.0160.1620.5420	UNISHIELD	11114	10/05/2022	FIRST-AID SUP-SCTR	169.16
01.0170.1710.5420	UNISHIELD	11114	10/05/2022	FIRST-AID SUP-CHALL	469.95
01.0160.1650.5420	UNISHIELD	11114	10/05/2022	FIRST-AID SUP-NTP	320.08
01.0170.1710.5520	WATER CHEMISTS, DIV. OF CCI CHEMICAL	11115	10/05/2022	SEP'22 H2O TREATMENT	200.00
02.0170.1760.5215	WEST COAST ARBORISTS, INC	11116	10/05/2022	7/1-7/15 ST TREE TRIMMING	4,132.90
02.0170.1760.5215	WEST COAST ARBORISTS, INC	11116	10/05/2022	8/16-8/31 TREE TRIMMING	6,383.80
01.0160.1670.5520	WHITTIER FERTILIZER	11117	10/05/2022	TOP SOIL/SEED COVER-MVD	154.90
01.0170.1750.5520	WHITTIER FERTILIZER	11117	10/05/2022	MULCH-CHALL/SANTA ANITA/CENTRAL	182.43
01.0170.1750.5520	WHITTIER FERTILIZER	11117	10/05/2022	MULCH-CHALL/SANTA ANITA/CENTRAL	899.64
01.0151.1543.5952	WINNER INTERNATIONAL INC.	11118	10/05/2022	FIRE STATION 90 EVENT	90.96

01.0170.1020.5406	WINZER	11119	10/05/2022	BLACK LATEX GLOVES	1,282.21
01.0150.1530.5430	XAVUS SOLUTIONS LLC	11120	10/05/2022	KEY TAGS-SENIOR REG SYSTEM	262.55
01.0130.1330.5950	XEROX CORPORATION	11121	10/05/2022	SEP'22 COPIER LEASE	1,547.99
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	HR PANELIST LUNCH	8.49
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SUMMER CAMP PGRM SUPP	141.87
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AQUAT PGRM SUPP	112.35
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AFTER SCHOOL PGRM SUPP	82.35
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AFTER SCHOOL PGRM SUPP	79.00
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SUMMER CAMP PGRM SUPP	192.97
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SUMMER CAMP EXCURSION	1,213.16
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AFTER SCHOOL PGRM SUPP	51.27
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AFTER SCHOOL PGRM SUPP	36.53
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SUMMER CAMP SUPP/ WALMART	30.29
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AFTER SCHOOL PGRM SUPP	17.98
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AFTER SCHOOL PGRM SUPP	145.50
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	MOVES IN PARK/ FOOD SUPP	415.75
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	BIKE RIDE & 9/11 MEMORIAL CEREMONY SUPP	390.19
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	GENERATOR FUEL/ SUMMER CNCRT	22.80
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	GENERATOR FUEL/ SUMMER CNCRT	58.80
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	GENERATOR/ SUMMER CNCRT	155.68
01.0151.1545.5210	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	GENERATOR /SUMMER CNCRT	155.68
01.0150.1540.5431	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AFTER SCHOOL PGRM SUPP	12.60
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SPECIAL EVENTS SUPP	303.86
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SPECIAL EVENTS SUPP	191.37
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SEPT CRAFT SUPP	42.66
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	ANUAL GROUP PHOTO PRINTS	56.33
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CREAMER/ CRANBERRY SAUCE- NTRN PGRM	33.07
01.0130.1310.5914	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	GOVN FINANCE OFFICER ASSOC MMSHIP HIGA/ 91-8/2023	225.00
01.0130.1310.5914	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	MYCPE-M. HIGA	199.00
01.0130.1310.5914	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CSMFO MEMBERSHIP- M.HIGA	110.00
01.0130.1330.5215	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	AUG'22 INTERNET SVCS	336.85
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	6/3-7/2 CITY CELL SVCS	4,303.39
01.0130.1330.5931	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	TIME VALUE SOFTWARE SUBSCRIPTION	60.00
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	7/3-8/2 TRAN DATA SVCS #14	50.30
44.0800.8015.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	7/3-8/2 TRAN CELL SVCS #14	83.67
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	7/3-8/2 TRAN DATA SVCS #14	150.90
68.0900.9000.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	7/3-8/2 TRAN CELL SVCS #14	251.02
01.0120.1210.5908	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	UCR UNITS CLERK COURSE/ LAURA P.	450.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	ACCMDTN LEAGUE/ C LONG BEACH #510	596.59
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	LEAGUE OF CITIES DINNER #510	79.36
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	UBER/ LEAGUE OF CA LB #510	13.92
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	LEAGUE OF CITIES CONF PRKNG #510	10.00
01.0100.1010.5910	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CAL CITIES RGSTRN 9/7-9/9/2022 #510	650.00
01.0170.1020.5406	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SEPT'22 ICLOUD FEE	2.99
01.0170.1020.5406	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	PW STAFF TEAM BLDNG-LUNCH	17.20
01.0170.1020.5406	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	PW STAFF TEAM BLDNG/ LUNCH	166.03
44.0800.8010.5525	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	ANNUAL DOT PROCESSING SVC FEE	188.57
44.0800.8010.5525	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	DOT COMPLIANCE GROUP FEE	199.00
01.0100.1020.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CM ANNUAL CM SUMMIT/ PAYPALL	75.00
01.0100.1020.5914	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	ICSC/ CM ANNUAL MEMBERSHIP	125.00
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	LA TIMES SUBSCRIPTION	15.96
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	LA TIMES SUBSCRIPTION	15.96
01.0100.1020.5932	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SGV NEWS SUBSCRIPTION	10.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	FARMERS MRKT PROMOTE/ FB	24.96
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SOCIAL MEDIA TRNG/ CAPIO	25.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	123RF/ ILLUSTRATIONS	42.00
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CITY SM PHOTOSHOP/ ADOBE	9.99
01.0170.1710.5932	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CITY VIDEO CONFERENCE/ ZOOM	319.90
01.0150.1530.5430	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	WHITE BOARDS/ SENIOR CLASSES	143.21
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	COOLING CNTR FLYER	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	PLACITA OLVERA FLYER	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SENIOR PROM FLYER	2.99
01.0150.1530.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	GRANDPARENTS DAY FLYER	2.99
01.0150.1547.5430	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SENIOR SVCS ACTIVITIES SUPP	36.46
01.0150.1547.5430	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	MARKETING MATERIAL/ FMRS MRKT	163.15
06.0300.3010.5430	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SENIOR NTRN/ LOCK BOX	41.60
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	MAYOR OLMOS/ UBER EATS	65.77
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	MAYOR OLMOS/ UBER EATS	6.47
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	APPLE.COM RECURRING CHARGE	4.99

01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	RECURRING HTSPT CHARGE	55.00
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	RED DOT UNIFORM CITY NAME EMBRDY	72.27
01.0100.1010.5406	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	OFFICE MOSQUITO SUPP/ USB LABEL MAKER	492.28
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	EL POLLO LOCO REFUND	37.49
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CITY COUNCIL MTNG 9/6/22/ SHAKEYS	164.32
01.0100.1010.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	SHERIFF APPRECIATION LUNCH	114.98
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	HARVARD DAY BANNER	66.70
01.0100.1040.5922	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	APPLE.COM YEARLY SUBCRPTN	49.99
01.0130.1330.5715	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	HOTSPOT RECURRING CHARGE	220.00
01.0100.1050.5912	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	INTERVIEW PANELIST LUNCH	13.22
01.0150.1540.5951	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	TABLE RESERVATION	301.85
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	POPCORN/ CTTN CANDY GIVEAWAY- MOVIES IN PARK	183.00
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	FIRE STATION 90 APPRCTIN PLAQUE	107.03
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	FIRE STATION 90 APPRECIATION BRKFST SUPP	329.89
01.0151.1543.5952	ELAN FINANCIAL SERVICES	DFT0000328	10/05/2022	CITY EVENT DECORATIONS	460.77
01.0150.1530.5952	SAM'S CLUB DIRECT	DFT0000329	10/05/2022	SC CULINARY GRNDPRNTS DAY 916/22 & BATTERIES	191.31
01.0150.1540.5406	SAM'S CLUB DIRECT	DFT0000329	10/05/2022	CC DEPT. SUPP/ TIMECARDS	16.96
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000329	10/05/2022	CC AFTER SCHOOL PGRM SUPP	57.99
01.0150.1540.5431	SAM'S CLUB DIRECT	DFT0000329	10/05/2022	AFTER SCHOOL PGRM SUPP	350.51
01.0170.1710.5420	SAM'S CLUB DIRECT	DFT0000329	10/05/2022	CITY COUNCIL MTNG/ MTNG SNACKS	326.88
01.0170.1710.5420	SAM'S CLUB DIRECT	DFT0000329	10/05/2022	CITY COUNCIL REFRESHMENTS	314.84
06.0300.3010.5430	SAM'S CLUB DIRECT	DFT0000329	10/05/2022	SC SPECIAL EVENT/ GRNDPRNTS DAY LUNCHEON 9/16/22	120.97
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000330	10/05/2022	8/16-9/14/22 ACT 7848	3,028.61
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000331	10/05/2022	8/9-9/7/22 ACT 5818	4,001.18
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000332	10/05/2022	8/16-9/14/22 ACT 35395	1,800.22
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000333	10/05/2022	8/16-9/14/22 ACT 1524	4,833.47
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000334	10/05/2022	8/5-9/5/22 ACT 12645	2,798.58
02.0170.1760.6115	SOUTHERN CALIFORNIA EDISON	DFT0000334	10/05/2022	8/5-9/5/22 ACT 12645	449.47
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000335	10/05/2022	8/24-9/22/22 ACT 2639	359.76
01.0170.1730.5710	SOUTHERN CALIFORNIA EDISON	DFT0000336	10/05/2022	8/22-9/20/22 ACT 7869	22.10
01.0000.0000.2224	AFLAC WORLDWIDE HEADQUARTERS	DFT0000337	10/05/2022	AUG'22- INSURANCE	1,488.76
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000338	10/05/2022	RATE PLAN 685	11,166.96
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000338	10/05/2022	RATE PLAN 27216	11,060.43
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000338	10/05/2022	RATE PLAN 23047	1,702.99
01.0000.0000.2020	CALPERS RETIREMENT	DFT0000339	10/05/2022	RATE PLAN 27216/ COUNCIL	114.54
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000340	10/05/2022	FICA 9.30.2022	161.10
01.0000.0000.2215	DEPARTMENT OF THE TREASURY	DFT0000340	10/05/2022	MED 9.30.2022	37.70
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000341	10/05/2022	FINAL 9.30.22	21.80
01.0000.0000.2030	EMPLOYMENT DEVELOPMENT DEPT.	DFT0000341	10/05/2022	FINAL 9.30.22	1.28
Grand Total:					<u>\$ 1,114,352.09</u>

Authorization Signatures

Wm 24 for Rene Salas

Rene Salas, Interim City Manager



City Council Agenda Report

Agenda Item No. 7.c.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Anthony R. Taylor, City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-82, PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE CITY'S LEGISLATIVE BODIES AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(e) *ET SEQ.* FOR THE PERIOD OF OCTOBER 11, 2022 THROUGH NOVEMBER 9, 2022

SUMMARY: On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021. Pursuant to AB 361, staff recommends consideration of Resolution No. 22-82, proclaiming a local emergency persists and authorizing the use of remote meeting procedures by the City's legislative bodies, which can include meetings held via a virtual platform (e.g. Zoom), for the period of October 11, 2022 through November 9, 2022.

RECOMMENDED ACTION: Staff recommends City Council adopt Resolution No. 22-82, proclaiming a local emergency persists and authorizing the use of alternative meeting procedures by the City's legislative bodies, such as utilizing a virtual platform (e.g. Zoom) for the period from October 11, 2022 through November 9, 2022.

FISCAL IMPACT: None.

DISCUSSION: In March 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using virtual platforms to comply with health orders. Since that time, several other Executive Orders have been issued that further modified the requirements related to the conduct of teleconference meetings and the right of public participation during the State of Emergency. The Executive Orders collectively operated to remove certain requirements for teleconference meetings, including that each teleconference location be accessible to the public, and that members of the public be able to address the legislative body at each teleconference location.

The Executive Orders allowed the City Council and each of the City's legislative bodies, commissions, and committees subject to the Brown Act to modify how meetings were conducted to protect the health and safety of the legislative bodies, staff, and the public, while ensuring transparency and accessibility for open and public meetings. However, those executive orders expired on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond to the timing of expiration of the executive orders.

AB 361 allows legislative bodies to continue to utilize remote/virtual platforms for meetings during a State of Emergency proclaimed by the Governor, provided that one of the following three criteria is met with respect to the meeting:

- i) State or local officials have imposed or recommended measures to promote social distancing;
- ii) The legislative body is meeting for the purpose of determining, by majority vote, whether as a result of the State of Emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- iii) The legislative body has previously determined, by majority vote, that, as a result of the State of Emergency, meeting in person would present imminent risks to the health or safety of attendees.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed State of Emergency by the Governor (e.g., wildfires) and the City Council can make at least one of the enumerated findings.

On October 26, 2021, City Council adopted Resolution No. 21-69 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of October 26 through November 25, 2021. To avoid a lapse in time between meetings and the effective date of Resolution No. 21-69, on November 9, 2021, City Council adopted Resolution No. 21-72 proclaiming a local emergency persists and authorizing the use of remote teleconference procedures by the City's legislative bodies for the period of November 9 through December 9, 2021. Since then, City Council has adopted the following resolutions authorizing the same: Resolution No. 21-78 adopted on December 14, 2021 for the period of December 14, 2021 through January 12, 2022; Resolution No. 22-02 adopted on January 11, 2022 for the period of January 11, 2022 through February 9, 2022; Resolution No. 22-11 adopted February 8, 2022 for the period of February 8, 2022 through March 9, 2022; Resolution No. 22-18 adopted March 8, 2022 for the period of March 8, 2022 through April 6, 2022; Resolution No. 22-23 adopted April 12, 2022 for the period of April 12, 2022 through May 12, 2022; Resolution No. 22-33 adopted May 10, 2022 for the period May 10, 2022 through June 8, 2022; Resolution No. 22-39 adopted June 14, 2022 for the period of June 14, 2022 through July 13, 2022; Resolution No. 22-54 adopted July 12, 2022 for the period of July 12, 2022 through August 10, 2022; Resolution No. 22-66 adopted August 2, 2022 for the period through August 31, 2022; and Resolution No. 22-72 adopted September 13, 2022 for the period through October 12, 2022.

In large part due to the Omicron variant, there has been a sharp surge of Covid-19 cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a

substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations.

In light of the continuing COVID-19 emergency, and the continued threats to health and safety posed by indoor meetings with large attendance, staff recommends adoption of the proposed resolution making the findings required to invoke AB 361. Doing so will allow the meetings of the City Council and each of the City's legislative bodies to continue to occur by teleconference, without adhering to the teleconferencing requirements set out in Government Code Section 54953(b)(3) that would otherwise apply absent invocation of AB 361.

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

ATTACHMENT(S):

- A. Resolution No. 22-82

RESOLUTION NO. 22-82

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
PROCLAIMING A LOCAL EMERGENCY PERSISTS AND
AUTHORIZING THE USE OF REMOTE TELECONFERENCE
MEETING PROCEDURES BY THE CITY'S LEGISLATIVE
BODIES, AS AUTHORIZED BY GOVERNMENT CODE
SECTION 54953(e) *ET SEQ.*, FOR THE PERIOD OF OCTOBER
11, 2022 THROUGH NOVEMBER 9, 2022

WHEREAS, the City Council of the City of South El Monte is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies (as that term is defined in Government Code section 54952, including commissions, boards and committees subject to the Brown Act); and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code section 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, also on March 4, 2020, the County of Los Angeles followed suit and declared the existence of a state of emergency for the County of Los Angeles; and

WHEREAS, on March 12, 2020, out of an abundance of caution to protect the health, safety, and welfare of the community, the Mayor of the City of South El Monte proclaimed a local emergency due to the public health threat caused by COVID-19; and

WHEREAS, the Mayor's proclamation found that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the South El Monte Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 20-24, ratifying the proclamation of a local emergency in response to COVID-19; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing, County officials are requiring masking in an effort to slow the continuously high level of transmission of COVID-19 throughout Los Angeles County, and the Centers for Disease Control and Prevention ("CDC") continue to recommend physical distancing; and

WHEREAS, in large part due to the Omicron variant, there has been a sharp surge of Covid-19 positive cases since December 2021. The CDC indicators and thresholds measuring community transmission of COVID-19 within the County of Los Angeles continue to be at a substantial level. The Omicron variant is the predominant strain in Los Angeles County and spreads more easily than the original virus. While the Omicron BA.1 variant is currently the dominant variant in Los Angeles County, there is a gradual increase in the level of the BA.2 subvariant in the County. The BA.2 subvariant is highly transmissible, and has become the dominant variant in many countries, including some that are facing renewed surges in cases and increased hospitalizations; and

WHEREAS, the Council hereby finds that such emergency conditions persist in the City, such that meeting in person for the meetings of the legislative bodies of the City would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Council hereby finds that the state of emergency due to the COVID-19 virus and the conditions related thereto has caused, and will continue to cause, conditions of extreme peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and thereby affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City, and ratifies the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, the Council hereby finds that, as a consequence of the existing local emergency, the legislative bodies of the City shall conduct their meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Council affirms that the City will allow for observation and participation by Councilmembers, members of the City's legislative bodies, and the public by allowing public participation and comment in real time via Zoom or by telephone, as well as allowing limited in-

person attendance for certain legislative bodies of the City, as will be duly indicated in the agendas of the legislative bodies, respectively, in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated herein Resolution by reference.

Section 2. The Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City, and affirms, authorizes, and proclaims that the existence of a local emergency persists throughout the City.

Section 3. The Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Further, the Council finds that holding the meetings of the City's legislative bodies in person with no limitations to attendance would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance, and that the State of California and County of Los Angeles Department of Public Health officials have imposed or recommended measures to promote social distancing in connection with the COVID-19 emergency, as required by Government Code section 54953(e) *et seq.*

Section 5. The Interim City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings via teleconference in accordance with Government Code section 54953(e) *et seq.* and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 9, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies (as that term is defined in Government Code §54952, including commissions, boards and committees subject to the Brown Act) of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 11th day of October, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-82, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 11th day of October, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk



City Council Agenda Report

Agenda Item No. 7.d.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: PROPOSED DARK CITY COUNCIL MEETING DATES

SUMMARY: Each year staff request City Council consider “going dark” on the second Tuesday in November and December due to the Thanksgiving and Christmas holidays.

RECOMMENDED ACTION: Staff recommends City Council approve going dark on Tuesday, November 22, 2022, and Tuesday, December 27, 2022, due to the Thanksgiving and Christmas holidays.

FISCAL IMPACT: None.

DISCUSSION: City Council takes a recess and does not hold a second meeting in the months of November and December. If there is a need, a special meeting can be held during either month.

ATTACHMENT(S):

None



City Council Agenda Report

Agenda Item No. 7.e.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Donna Schwartz, City Clerk

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-83, AMENDING THE CITY'S CONFLICT OF INTEREST CODE

SUMMARY: Pursuant to the Political Reform Act, the Legislative Body must conduct a Biennial review of their established Conflict of Interest Code in even-numbered years. If there are any changes a resolution is prepared to amend the Conflict-of-Interest Code to address those changes to the designated positions and disclosure categories.

RECOMMENDED ACTION: Staff recommends City Council review the proposed resolution and, if approved, adopt Resolution No. 22-83, amending the Conflict of Interest Code and repealing Resolution No. 20-95.

FISCAL IMPACT: None.

DISCUSSION: Upon review, it was determined that a revision is required to the City's Conflict of Interest Code. The positions of Senior Executive Assistant (to the City Manager) and Permit Technician were added to the Code. The following positions were removed from the Code: Personnel Analyst, Deputy City Clerk, Accounting Technician, Community Development Executive Assistant, Community Development Administrative Clerk, Community Development Secretary, Public Works Administrative Clerk, Recreation Coordinator, Senior Services Coordinator and Recreation Specialist. Those positions were removed because they were never filled or were not involved in the making or participated in the making of decisions that "may foreseeably have a material effect on any financial interest." The proposed Resolution No. 22-83 properly identifies all officials and employees who should be filing a Form 700, "Conflict of Interests" Statement with applicable disclosure categories.

ATTACHMENT(S):

A. Resolution No. 22-83 Conflict of Interests with Appendix A & B and Exhibit A

ATTACHMENT A

RESOLUTION NO. 22-83

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL REPEALING RESOLUTION NO. 20-95 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE AMENDING DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

WHEREAS, the Political Reform Act, codified in Government Code Section 81000 *et seq.* requires the City of South El Monte (“City”) to review its conflict of interest code biennially to determine if it is accurate or needs to be amended; and

WHEREAS, the Fair Political Practices Commission has adopted California Code of Regulations, Title 2, Section 18730, which contains the terms of a standard Conflict of Interest Code and can be incorporated by reference by local agencies, as may be amended by the Fair Political Practices Commission (“FPPC”) from time to time to conform to amendments to the Political Reform Act; and

WHEREAS, to ensure the City of South El Monte’s Conflict of Interest Code is in conformity with the Political Reform Act, the City has adopted by reference Section 18730 of Title 2 of the California Code of Regulations by resolution thereafter; and

WHEREAS, the City Council last amended the City’s Conflict of Interest Code on September 8, 2020 (Resolution No. 20-95); and

WHEREAS, a review of the City’s current Conflict of Interest Code indicates the need to add and remove certain positions for filing statements of economic interest and to amend certain disclosure categories.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. In compliance with Government Code Section 87300, the City Council of the City of South El Monte hereby adopts the Conflict of Interest Code attached as “Exhibit A,” which adopts by reference the terms of Section 18730 of Title 2 of the California Code of Regulations, and any amendments thereto duly adopted by the Fair Political Practices Commission, together with the Attached Appendices “A” and “B,” as the City of South El Monte’s Conflict of Interest Code.

Section 2. This resolution supersedes any previous resolution which adopted a Conflict of Interest Code for the City of South El Monte.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book or original resolutions and it shall become effective immediately.

PASSED, APPROVED and ADOPTED this 11th day of October 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 22-83 was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 11th day of October, 2022 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

CONFLICT OF INTEREST CODE

CITY OF SOUTH EL MONTE

SECTION 1. AUTHORITY. This Conflict of Interest Code is adopted pursuant to and in compliance with Section 87300 of the California Government Code.

SECTION 2. STANDARDIZED CODE ADOPTED. The terms of Section 18730 of Title 2 of the California Code of Regulations, and any amendments thereto duly adopted by the Fair Political Practices Commission (FPPC), are hereby incorporated by reference. This regulation, together with the attached Appendix “A,” in which officials and individuals holding designated position as specified, and Appendix “B,” in which disclosure categories are set forth, shall constitute the Conflict of Interest Code of the City of South El Monte.

SECTION 3. STATEMENTS. Individuals holding designated positions shall file statements of economic interest with the City Clerk, who shall be and will perform the duties of filing officer for the City of South El Monte. All newly designated positions shall file an initial statement within thirty (30) days after the effective date of the Conflict of Interest Code. The annual statement of economic interests shall be duly filed no later than April 1 (subject to change) of each calendar year.

SECTION 4. EFFECTIVE DATE. This code shall take effect immediately upon its approval by the City Council of the City of South El Monte.

**CITY OF SOUTH EL MONTE
DESIGNATED POSITIONS**

ARTICLE II FILERS (87200) *

Government Code Section 87200 et seq. [Regs. Section 18730(b)(3)]

City Council
City Manager
City Attorney
City Treasurer; and
Planning Commissioners

*Are not included as “designated positions” as the disclosure obligations for these positions are set forth by Government Code Section 87200, et. Seq. and filed with the Fair Political Practices Commission (FPPC).

POSITION**DISCLOSURE CATEGORY****ADMINISTRATION**

Assistant City Manager	1
Deputy City Manager	1
Assistant City Attorney	1
Human Resources/Risk Manager	1
Executive Assistant	2
Senior Executive Assistant (to City Council)	2
Senior Executive Assistant (to City Manager)	2

CITY CLERK

City Clerk	1
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FINANCE

Finance Director	1
Accountant	2,3
Accounting Manager	1
Accounting Specialist	2,3
Grants Coordinator	3

COMMUNITY DEVELOPMENT

Director of Community Development	1
Director of Public Works	1
Public Works Maintenance Supervisor	1
Assistant Planner	2
Code Enforcement Officer/Public Safety Officer	4
Code Enforcement Supervisor	2
Senior Building Inspector	5
Housing Program Coordinator	2
Permit Technician	4

Planning Supervisor 2

COMMUNITY SERVICES

Community Services Director 1
Community Services Manager 1
Recreation Supervisor 2
Senior Services Supervisor 2

CONSULTANTS/NEW POSITIONS 1

Consultants and new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

Consultant: An individual who contracts with or whose employer contracts with state or local government agencies and who make, participates in making, or acts in a staff capacity for making governmental decisions.

The city manager or designee **may** determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section (Appendix “B”). Such written determination shall include a description of the consultant’s or new position’s duties and, and based upon that description, a statement of the extent of disclosure requirements. The city manager or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Government Code Section 81008.)

NEW BOARDS/COMMISSIONS 1

Other than those which are solely advisory, must file under full disclosure.

AGENCIES

Successor Agency to the South El Monte Improvement District
South El Monte Public Financing Authority
South El Monte Parking Authority

Filing obligations for individuals holding these positions are contained in Government Code Section 87200-87210

DISCLOSURE CATEGORIES

CATEGORY 1 – Full Disclosure

Reportable - All investments, business positions in business entities, sources of income (including receipt of gifts, loans and travel payments) and interest in real property located in and within two miles of the boundaries of the jurisdiction (City of South El Monte).

CATEGORY 2 – Purchasing/Services (Limited Disclosure)

Reportable - All investments, business positions in business entities, and sources of income (including loans, gifts and travel payments) if the business entity or source provides leased facilities, products, equipment, vehicles, machinery or services (including training or consulting services) of the type utilized by the City of South El Monte.

CATEGORY 3 – Grant Funding (Limited Disclosure)

Reportable – All investments and business positions in business entities and sources of income (including loans, gifts and travel payments) if the business entity or source is of the type to receive grants or other funding from or through the City of South El Monte.

CATEGORY 4 – Regulatory/Licenses/Permits/ IT/Auditors (Limited Disclosure)

Reportable – All investments and business positions in business entities and sources of income (including loans, gifts and travel payments):

- If the business entity or source is subject to the City of South El Monte’s regulatory, permit or licensing authority.
- If the business entity or source provides information technology or telecommunications goods, products or services including computer hardware or software companies, computer consultant services, IT training companies, data processing firms and media services.
- If the business entity or source is, or was, during the current legislative session, registered as a “lobbyist,” lobbying firm,” or “lobbyist employer.”
- If the business entity or source was the subject of an assignment during the reporting period.

CATEGORY 5 – Services (Limited Disclosure)

Reportable - All investments, business positions in business entities, and sources of income if the business entity or source provides:

- Services, supplies, materials, or equipment of the type utilized by the Department of Community Development or used in the rehabilitation of public or private property under programs administered by the City.
- Services, supplies, materials, or equipment of the type utilized by the Department of Community Development or used in the repair or maintenance of City vehicles, buildings, streets, landscaped facilities.
- Services, supplies, materials, or equipment of the type utilized in providing or supervising special events and recreational, sporting, aquatic, or drop-in programs.
- Services, supplies, materials, or equipment of the type utilized by the South El Monte Senior or Community Center.



City Council Agenda Report

Agenda Item No. 9.a.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Okan Demirci, CIP Manager

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 22-84, AWARDING A COOPERATIVE PURCHASING AGREEMENT TO GAMETIME - PLAYCORE WISCONSIN, INC. - FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND RUBBERIZED SAFETY SURFACING AT NEW TEMPLE AND MARY VAN DYKE PARKS

SUMMARY: Staff seeks City Council approval to award a Cooperative Purchasing Agreement to Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment and rubberized safety surfacing at New Temple and Mary Van Dyke Parks.

RECOMMENDED ACTION: Staff recommends City Council:

1. Adopt Resolution No. 22-84, awarding a cooperative purchasing agreement to Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment and safety surfacing at New Temple and at Mary Van Dyke parks in the amount of \$423,908.36;
2. Approve the use of \$159,000.00 of Quimby Act funds; and
3. Approve the overall project budget of \$455,104.00.

FISCAL IMPACT: The project will be funded through the State of California Natural Resources Agency (CNRA) from funds received originating from Assembly Bill 74 and Quimby Act funds. The total project budget is \$455,104.00, consisting of the contract award, contingency, construction management, inspection, and project management. The project was budgeted in the FY 2022-23 Miscellaneous State Grants Fund, Capital Improvement Budget. CNRA funds will account for \$286,104 and staff proposes to utilize Quimby Act funds, which will be budgeted in the upcoming budget

amendment, in the amount of \$159,000 for the remaining balance of the project.

Construction Award Amount	\$423,908.36
5% Contingency	\$21,195.64
Total Construction Budget (CNRA No. GF1905-0)	\$445,104.00
Construction Management/Inspection/Project Management (CNRA No. GF1905-0)	\$10,000.00
Total Project Budget	\$455,104.00

DISCUSSION: On October 8th, 2019, City Council accepted a grant under State Assembly Bill 74 in the amount of \$2,048,200 sponsored by Majority Leader Ian Calderon for various improvements to City Parks and Civic Center facilities.

On March 24, 2020, the City Council approved the agreement with California Natural Resources Agency accepting grant funding for the upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center, in the total amount of \$2,048,200. The California Natural Resources Agency agreement is included in Attachment B. In Summer 2021, the resurfacing of asphalt basketball courts at Shively Park was completed, as part of this grant.

The City receives Quimby Act funds, which are park improvement in-lieu fees paid by land developers for the construction of various city park improvements. These fees are collected by the Community Development department as developer impact fees for the mitigation of new residential developments within the City.

This project, which includes playground improvements at New Temple Park and Mary Van Dyke Park, involves removal of existing playground equipment including footings, rubberized safety surfacing and base material, and furnish and installation of new playground equipment, rubberized surfacing on a new base material at New Temple Park and playground structure improvements with new rubberized surface material at Mary Van Dyke Park.

The new playground equipment design layout for New Temple Park playground and safety surfacing and Mary Van Dyke Park playground safety surfacing was prepared by Gametime - Playcore Wisconsin, Inc. and finalized by City staff.

Gametime - Playcore Wisconsin, Inc. was selected as the appropriate vendor for the project as they were awarded Contract No. 201700134, by Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement (Lead Agency: City of Charlotte, NC), for playground equipment procurement and labor services, resulting from the nationally competitive bidding process (RFP No. 269-2017-028). Omnia Partners contracts' leverage national volume pricing and provide members with a streamlined contracting process, allowing the City to forgo lengthy bidding processes. Agencies including City of Downey, City of Bell and City of Burbank recently entered into similar Cooperative Purchasing Agreement with Gametime - Playcore Wisconsin, Inc. By entering this contract, the City will also receive special grant discounts through this agreement in the amount of \$22,831.50, which is reflected as project savings. Omnia Partners Master Intergovernmental Cooperative Purchasing Competitive Solicitation

Documents are included in Attachment C. Contract No. 201700134, by Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement is included in Attachment D.

Pursuant to City of South El Monte, Purchasing Manual, Chapter 5 - Special Circumstances, the Purchasing Office may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. In a cooperative purchase setting, one agency represents several agencies by going out to bid, including the needs of the other agencies in the bid specifications. This provides for higher product volume being purchased, resulting in lower unit cost for all agencies.

Staff recommends City Council to authorize the City Manager to execute the cooperative purchasing agreement with Gametime - Playcore Wisconsin, Inc. for the purchase and installation of new playground equipment and rubberized safety surfacing at New Temple and Mary Van Dyke parks.

(Attachment E inadvertently references Option 3B above the photos on pages 3-9, but those photos accurately depict the proposed installations.)

ATTACHMENT(S):

- A. Resolution No. 22-84
- B. CNRA Executed Grant Agreement
- C. Omnia Partners Solicitation Documents
- D. Contract No. 201700134 by Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement
- E. Gametime Proposal

ATTACHMENT A

RESOLUTION NO. 22-84

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
AWARDING A COOPERATIVE PURCHASING AGREEMENT
TO GAMETIME - PLAYCORE WISCONSIN, INC. - FOR THE
PURCHASE AND INSTALLATION OF NEW PLAYGROUND
EQUIPMENT AND RUBBERIZED SAFETY SURFACING AT
NEW TEMPLE AND MARY VAN DYKE PARKS

WHEREAS, on October 8th, 2019, City Council accepted a grant under State Assembly Bill 74 in the amount of \$2,048,200 sponsored by Majority Leader Ian Calderon for various improvements to City Parks and Civic Center facilities; and

WHEREAS, on March 24, 2020, the City Council approved the agreement with California Natural Resources Agency accepting grant funding for the upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center, in the total amount of \$2,048,200; and

WHEREAS, in Summer 2021, the resurfacing of asphalt basketball courts at Shively Park was completed as part of this grant; and

WHEREAS, the City collects Quimby Act fees, which are park in-lieu fees for the purpose to construct various park improvements for the public; and

WHEREAS, the City of South El Monte desires to allocate \$159,000 in Quimby Act funds for the construction of various park improvements; and

WHEREAS, the City of South El Monte desires to purchase and install new playground equipment and safety surfacing at New Temple and Mary Van Dyke parks; and

WHEREAS, the new playground equipment design layout for New Temple Park playground and safety surfacing, and Mary Van Dyke Park playground safety surfacing was prepared by Gametime - Playcore Wisconsin, Inc. and finalized by City staff; and

WHEREAS, Gametime - Playcore Wisconsin, Inc. was selected as the appropriate vendor for the project as they were awarded Contract No. 201700134, by Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement (Lead Agency: City of Charlotte, NC), for playground equipment procurement and labor services, resulting from the nationally competitive bidding process (RFP No. 269-2017-028); and

WHEREAS, Omnia Partners contracts' leverage national volume pricing and provide members with a streamlined contracting process, allowing the City to forgo lengthy bidding processes, and by entering this contract, the City will also receive special grant discounts through this agreement in the amount of \$22,831.50, which is reflected as project savings; and

WHEREAS, pursuant to City of South El Monte, Purchasing Manual, Chapter 5 - Special Circumstances, the Purchasing Office may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. In a cooperative purchase setting, one agency represents

several agencies by going out to bid, including the needs of the other agencies in the bid specifications. This provides for higher product volume being purchased, resulting in lower unit cost to all agencies.

NOW, THEREFORE, THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1: The above recitals are true and correct and incorporated by reference.

SECTION 2: The City Council hereby authorizes the Interim City Manager to prepare and execute a cooperative purchasing agreement with Gametime - Playcore Wisconsin, Inc. in the amount of \$423,908.36 and additional contingencies. The City Attorney may amend and approve the agreement as to form. The Council further directs the Interim City Manager to take all actions necessary to effectuate the agreement.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 11th day of October, 2022.

Gloria Olmos, Mayor

ATTEST:

Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Donna G. Schwartz, City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 22-84 was passed and approved by the City Council of the City of South El Monte at a Regular meeting of said Council held on the 11th day of October, 2022, and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, City Clerk

ATTACHMENT B

RESOLUTION NO. 20-29

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CALIFORNIA NATURAL RESOURCES AGENCY (CNRA) FOR ACCEPTING GRANT FUNDING FOR UPGRADES AT NEW TEMPLE PARK, SHIVELY PARK, MARY VAN DYKE PARK, AND CIVIC CENTER TOTALING \$2,048,200

THE SOUTH EL MONTE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

WHEREAS, on October 8, 2019, the Legislature and Governor of the State of California approved Assembly Bill 74 granting the City of South El Monte funds totaling \$2,090,000 for city park and civic center improvements as identified in Attachment B in Exhibit A-1; and

WHEREAS, the California Natural Resources Agency ("CNRA") has been delegated the responsibility for the administration of the grant project and the setting up of necessary procedures at a 2% cost of the total grant amount at \$41,800; and

WHEREAS, the true available grant funds to the City will be \$2,048,200; and

WHEREAS, the grant funding will be used for upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and the Civic Center; and

WHEREAS, for New Temple Park the upgrades include expansion of the restroom expansion, renovation of the playground, and renovation of the snack bar; and

WHEREAS, for Shively Park, the upgrades include the renovation of the asphalt basketball and volleyball play area; and

WHEREAS, for Mary Van Dyke Park, the upgrades include the renovation of the restrooms, new outdoor fitness equipment, new BBQ grills, new drinking fountains, and new ADA swing set and playground flooring; and

WHEREAS, for the Civic Center, the upgrades include new outdoor fitness equipment, new senior center gym equipment, renovation of the pool building, and City Hall ADA restroom improvements; and

WHEREAS, the City desires to enter into an agreement with the CNRA accepting grant funding in the amount of \$2,048,200 for upgrades at the subject projects identified in Attachment B in Exhibit A-1.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:

SECTION 2. Approves the agreement with the CNRA to accept grant funds totaling \$2,048,200 to fund projects listed under Exhibit A-1 in Attachment B.

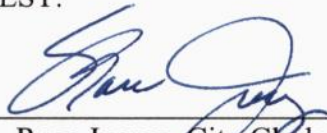
SECTION 3. The City Council hereby authorizes and directs the City Manager to execute the agreement in substantially the form attached as Attachment B to the March 24, 2020 staff report accompanying this Resolution. The Council further directs the City Manager to take all actions necessary to effectuate the agreement.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2020.


Gloria Olmos, Mayor

ATTEST:


Rose Juarez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Rose Juarez, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-29 was duly passed and approved by the City Council at a regular meeting of said Council held on the 24th day of March, 2020 and that said Resolution was adopted by the following vote:

AYES: Acosta, Angel, Delgado, Retamoza, (Mayor) Olmos
NOES: None
ABSENT: None
ABSTAIN: None


Rose Juarez, City Clerk



CITY OF SOUTH EL MONTE
CITY CLERK'S OFFICE

2020 MAY 11 P 1:56

4/22/2020

Rachel Barbosa
City Manager
City of South El Monte
1415 Santa Anita Ave.
South El Monte, CA 91733

Re: GENERAL FUND SPECIFIED GRANT
Upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center

Dear Rachel Barbosa:

Enclosed is your copy of the fully executed Grant Agreement number GF1905-0 in an amount not to exceed \$2,048,200.00. Please distribute copies within your organization as appropriate.

Careful review of this Grant Agreement, the Grant Guidelines and associated forms and documents previously provided is critical to ensure your compliance with the grant program requirements. These documents contain important information regarding your reporting obligations, how to correctly request payments to avoid delays and other pertinent information. The section in your Grant Agreement titled Special Provisions may contain additional restrictions on the availability of your grant funds and should be given special attention.

We look forward to working with you in the coming months. Should you have any questions, please do not hesitate to contact me at (916) 651-2483 or via email at jennifer.thomas@resources.ca.gov.

Sincerely,

Jennifer Thomas, Grants Administrator
Bonds and Grants

Enclosures

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax. 916.653.8102 <http://resources.ca.gov>



**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: CITY OF SOUTH EL MONTE

PROJECT TITLE: UPGRADES AT NEW TEMPLE PARK, SHIVELY PARK, MARY VAN DYKE PARK, AND CIVIC CENTER

AUTHORITY: Assembly Bill No. 74 Specified Funding FY 2019/2020

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF1905-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: 03/01/2020 to 03/01/2022

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Assembly Bill No. 74, agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$2,048,200.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF SOUTH EL MONTE

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By Rachel Barbosa
Rachel Barbosa

Title City Manager

Date 4/1/2020

By Polly A. Escovedo
Polly A. Escovedo

Title Deputy Assistant Secretary, Bonds & Grants

Date 4/1/2020

CERTIFICATION OF FUNDING

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
\$2,048,200.00		GF1905-0		0001– General Fund			
ADJ. INCREASING ENCUMBRANCE				FI\$Cal PO Number			
\$							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
\$		Local Assistance					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER		ALT ACCOUNT
\$		101	0001	2019	5432000		00000000
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	0540	0540GF19050	31945	05400001	31945		2019

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

4/15/2020

SIGNATURE OF ACCOUNTING OFFICER

DATE

Agreement No. GF1905-0

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: City of South El Monte

Project Title: Upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center

Agreement Number: GF1905-0

Authority: Assembly Bill No. 74 Specified Funding FY 2019/2020

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

This project consists of various improvements at New Temple Park, Shively Park, Mary Van Dyke Park, and the Civic Center.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA. RB
2. As conditions precedent to the State's obligation to release final retention, Grantee shall first provide copies of the executed Joint Use Agreement amendments between the Grantee and Valle Lindo School District extending the period for ongoing operations and maintenance of the project improvements at Shively Park and New Temple Park to at least Twenty-Five (25) years. RB

General Provisions

A. Definitions

1. The term "Act" means Assembly Bill No. 74.
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual information sheet, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the California Natural Resources Agency prior to award.

Agreement No. GF1905-0

5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Grant Projects.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an applicant who has a signed agreement for grant funds.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the acquisition or development activity described in the application as modified by Exhibit A to be accomplished with grant funds.
14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
15. The term "Project Scope" means the description or activity for work to be accomplished by the project.
16. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2022.**
4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000,

RB

Agreement No. GF1905-0

et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit to the State for prior approval any deviation from the original project scope per Exhibit A and the application. Changes in project scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to project lands and demonstrate to the satisfaction of the State that the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of project at the request of the State.

Agreement No. GF1905-0

C. Project Costs

1. Unless otherwise agreed upon, grant funds provided to Grantee under this agreement will be disbursed for eligible costs, on a reimbursement basis. Payments are made as follows, but shall not exceed in any event the amount set forth on the signature page of this agreement:
 - a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - c. Remaining grant funds shall be paid up to the total amount of the grant funds or the actual project cost, whichever is less, upon completion of the project, receipt of a detailed summary of project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this agreement.
4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this agreement available for inspection upon request by the State.

Agreement No. GF1905-0

3. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2022**. RB
4. Final payment is contingent upon State verification that project is consistent with project scope as described in Exhibit A, together with any State approved amendments.
5. This agreement may be amended by mutual agreement in writing between Grantee and State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Applicant, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of project construction, either party may terminate this agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
3. If the State terminates without cause the agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.
4. If the Grantee fails to complete the project in accordance with this agreement, or fails to fulfill any other obligations of this agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this agreement.
5. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this agreement, is for the purposes as stated in the application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this agreement

Agreement No. GF1905-0

by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall maintain, operate and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of **TWENTY-FIVE (25) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This agreement shall not

Agreement No. GF1905-0

prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this agreement.

3. If the use of the property is changed to a use that is not permitted by the agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, as feasible, except as noted under the special provisions of this agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this agreement as though set forth in full in this agreement.

K. Severability

If any provision of this agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

Agreement No. GF1905-0

M. Assignment

Except as expressly provided otherwise, this agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A

RB

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

General Fund Specified Grant Projects

Grantee Name: City of South El Monte**Project Title:** Upgrades at New Temple Park, Shively Park, Mary Van Dyke Park, and Civic Center**Agreement Number:** GF1905-0**Project Scope:**

This project consists of various improvements at New Temple Park, Shively Park, Mary Van Dyke Park, and the Civic Center.

The project includes:

- Direct project management costs
- New Temple Park
 - Restroom remodel
 - Playground repair and flooring
 - Snack bar upgrades
- Shively Park
 - Renovate asphalt basketball and volleyball court
- Mary Van Dyke
 - New flooring and ADA swing set
 - Restroom upgrade
 - New outdoor fitness equipment
 - New BBQ grills
 - New drinking fountains
- Civic Center
 - New outdoor fitness equipment
 - New senior center gym equipment
 - Pool building renovation
 - City Hall ADA improvements

Project Schedule:

Activity Description	Timeline
Preliminary work on the project	May 2020 – August 2020
Submit CEQA documents	September 2020
Submit final site design/plans/specifications to State	October 2020
Construction period	May 2020 – March 2022
Submit Project Closeout package with final Payment Request to State	March 2022

Cost Estimate: See Exhibit A1

RB

PROJECT ELEMENT	Total Amount	General Fund Grant
Non-Construction Costs		
TASK 1. PROJECT MANAGEMENT		
a) Develop Request For Proposals (RFP), contractor selection, contract oversight, inspection, and final acceptance	\$160,000	\$160,000
TOTAL NON-CONSTRUCTION COSTS	\$160,000	\$160,000
Construction Costs		
TASK 2. NEW TEMPLE PARK UPGRADES		
a) Restroom remodel	\$580,700	\$580,700
b) New Playground Repair & Flooring	\$100,000	\$100,000
c) Snack Bar - upgrades	\$100,000	\$100,000
Subtotal Task 2	\$780,700	\$780,700
TASK 3. SHIVELY PARK UPGRADES		
a) Renovate asphalt basketball and volleyball court	\$47,000	\$47,000
Subtotal Task 3	\$47,000	\$47,000
TASK 4. MARY VAN DYKE PARK UPGRADES		
a) New Playground flooring & ADA swing set	\$185,000	\$185,000
b) Restroom Upgrades	\$100,000	\$100,000
c) Outdoor Fitness Equipment	\$30,000	\$30,000
d) BBQ Grills	\$3,500	\$3,500
e) Drinking Fountain	\$18,000	\$18,000
Subtotal Task 4	\$336,500	\$336,500
TASK 5. CIVIC CENTER UPGRADES		
a) Pool Building & Facilities Renovation	\$480,000	\$480,000
b) City Hall ADA Restroom Improvements	\$184,000	\$184,000
c) Outdoor Fitness Equipment	\$30,000	\$30,000
d) Senior Center Gym Equipment	\$30,000	\$30,000
Subtotal Task 5	\$724,000	\$724,000
TOTAL CONSTRUCTION COSTS	\$1,888,200	\$1,888,200
PROJECT GRAND TOTAL	\$2,048,200	\$2,048,200

*Only direct project costs supported by appropriate backup are eligible for reimbursement.

Overhead/indirect costs are not eligible.

**All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.

ATTACHMENT C



COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

**PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT,
SITE ACCESSORIES, SURFACING, 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 #269-2017-028

January 25, 2017

REQUEST FOR PROPOSALS RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. 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 **MARCH 16, 2017 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 ten (10) 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]

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services

RFP # 269-2017-028

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.
- ☐ 10 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)
	Fixed Percentage Discounts (Section 6, Form 4)
	Complete Playground Designs (per Section 6, Form 4)
	MWSBE Utilization (Section 6, Form 5)
	Company’s Background Response) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Environmental Purchasing Responses (Section 6, Form 9)
	U.S. Communities Supplier Worksheet (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	IPEMA Certification (per Section 4.2)
	Proposer’s Complete Product & Services Price List (Per Section 4.19)
	ISO 9001 and 14001 Certification (per Section 4.2)
	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 26.

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 # 269-2017-028 to find if any documents or changes have been posted.

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1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS

1.1 MASTER AGREEMENT

City of Charlotte (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, 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 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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

- 1) **Playground Equipment** - A complete listing of all park and Playground Equipment, Outdoor Fitness Equipment (for all ages) including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts available from the Company.
- 2) **Outdoor Fitness Equipment** – A complete listing of all Outdoor Fitness Equipment for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.
- 3) **Site Accessories** - A complete listing of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related Site Accessories available from the Company.

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- 4) **Surfacing Materials** - A complete listing of all park and playground Surfacing Materials including but not limited to pour in place, rubber tiles, wood fiber, and recycled materials available from the Company.
- 5) **Related Products** – Additional products such as, water parks, skate parks, dog parks and any other related Products available from the Company.
- 6) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited Contracts for high quality Products and Services by large and well recognized public agencies (herein “Lead Public Agencies”). The Contracts are provided for use by not only the respective Lead Public Agency, but 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 product Proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

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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 Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Ocean City, NJ	Onondaga County, NY
City of Seattle, WA	Port of Portland, OR
Cobb County, GA	Prince William County Schools, VA
Denver Public Schools, CO	San Diego Unified School District, CA
Emory University, GA	State of Iowa, IA
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 \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed

U.S. Communities Overview and Requirements

to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 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.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, 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 online 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.

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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

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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

U.S. Communities Overview and Requirements

Master Agreement and make it available only to the individual Public Agency.

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

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

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

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- (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 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.

U.S. Communities Overview and Requirements

- (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:
 - (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

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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.

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.

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

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 (“PPA”) 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

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	manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<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.

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<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 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 Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories 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.

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Work Product: 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.

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.

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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.

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

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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# 269-2017-028. Companies are required to acknowledge receipt of each 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.

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.

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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, 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

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- 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.

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
JANURARY 25, 2017	<i>Issuance of RFP.</i> The City issues this RFP.
FEBRUARY 1, 2017	<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.
FEBRUARY 3, 2017	<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.
FEBRUARY 7, 2017	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 10:00 a.m.
FEBRUARY 15, 2017	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m.
MARCH 16, 2017	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9 th Floor.
MARCH 20, 2017- APRIL 13, 2017	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
MAY 9, 2017	<i>Contract Award by Charlotte City Council.</i>
JULY 1, 2017	<i>Services commence.</i> Company begins providing the Services.

3.2 Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **FEBRUARY 1, 2017** 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.

Karen Ewing, Deputy Chief Procurement Officer
City of Charlotte
Procurement Management Division
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2017-028
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 February 3, 2017**.

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# 269-2017-028. 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 **FEBRUARY 7, 2017, at 10:00 a.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 704-432-5488.

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. Ten (10) 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 **MARCH 16, 2017 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 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 Procurement Management Division 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 Company(ies). 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. Demonstrated knowledge, background, capacity, and ability to sell, deliver, and support all Products and Services offered and in compliance with the requirements of this RFP.
3. Capability of meeting or exceeding current and future needs and requirements of U.S. Communities and U.S. Communities members.
4. Qualifications and Experience; (including past performances, administration, management capabilities).
5. Range and quality of Products and Services offerings including technological advances, and value added related Services.
6. Proposed Approach and Proposed Solution
7. Proposed Playgrounds per Section 6, Form 4– taking into consideration
 - a. Design
 - b. Quality
 - c. Durability
 - d. Play value
 - e. ADA Accessibility and Inclusivity
 - f. Product warranty
8. Cost effectiveness and Value.
9. Overall ability to perform sales, solutions, and contract support as submitted.
10. Ability to demonstrate Products and Services that meet and/or exceed industry standards accepted by governmental and educational agencies nationally.
11. Financial Qualifications.
12. Company Environmental Initiatives.
13. MWBE, and other factors specified in this Request for Proposals.
14. 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 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.

3.11 Cost Effectiveness and Value.

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.

3.12 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

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

3.13 Acceptance of the Terms of the Contract.

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.

3.14 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.

3.15 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>

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 Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products 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).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and 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.

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

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

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

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

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

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

4.3 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.

4.4 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.

4.5 Replacement Parts.

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

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers’ certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

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

4.8 Design.

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

4.9 Project Management.

Companies must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 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.

4.11 Literature and Catalogs.

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

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. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made.

Delivery location shall be stated on each purchase order issued by Participating Agencies.

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

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

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

4.16 Additional Requirements.

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

4.17 Performance Bond.

Successful Companies may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 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.

4.19 Pricing.

4.19.1 Companies must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in

Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

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

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The successful Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.2 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.3 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.4 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

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

4.19.5 Installation.

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

4.19.6 Shipping and Delivery.

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

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

4.20 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Companies 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.

4.21 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.

4.22 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.

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 ten (10) 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 and Certifications.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and all certifications requested in Section 4.

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.

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.

REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2017-028, Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 **FEBRUARY 1, 2017**. 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: _____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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.

Attachment C

Section 6

Required Forms

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 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): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

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

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	

Attachment C

Section 6

Required Forms

Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs
(FOR EVALUATION AND PRICE COMPARISON ONLY):

- 1) 3 dimensional Drawings
- 2) Number of kids that can use the playground;
- 3) Total number of play components:
 - a. Number of ground level components
 - b. Number of accessible ground level components
 - c. Number of elevated components
 - d. Number of accessible elevated components
- 4) Play Structure Size
- 5) Deck Sizes
- 6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
 - a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
 - b) Design Services
 - c) Surfacing
 - d) Installation
 - e) Any other products or services that is associated with this sample.
- 7) Diameter of Uprights
- 8) Color options
- 9) Minimum time needed from date of design to delivery of equipment
- 10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions: 50 ft. x 125 ft.
Budget: \$225,000 (must include all design, equipment, and installation costs)
Ages: Separate play area for 2 to 5 years old
Separate play area for 5-12 years old
Design: Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.

- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.
- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:

- Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5” diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

Design 2:

Site Dimensions: 45ft. x 65 ft.
Budget: \$85,000 (must include all design, equipment, and installation costs)
Ages: 5-12 years old
Design: Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (4) Climbers

- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:

Minimum of 12 inches compacted wood safety surfacing.

Design 3:

Site Dimensions: 30 ft. x 45 ft.
Budget: \$45,000 (must include all design, equipment, and installation costs)
Ages: 13+ years old
Design: Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:

No Surfacing required.



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities. Companies must submit this form with their proposal outlining any supplies and/or Services to be provided by each City certified SBE, and/or City registered MBE and WBE for the Contract. The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

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

☐ MBE ☐ WBE ☐ SBE ☐ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

List below all **MWSBEs** that you intend use on this Contract:

Subcontractor Name	Description of work or materials	Indicate either “M”, “S”, and/or “W”	City Vendor #

Representative (signed): _____

Date

Representative Name

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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.	

Required form 7 – References
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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	

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

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

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

1. In preparing it's the enclosed Bid or Bid, 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 Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of 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 Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or 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: _____

Required U.S. Communities Information

COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. 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 service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service 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. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____
- H. Will your company commit to the following program implementation schedule?
YES____ NO____
- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO____

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

Required U.S. Communities Information

SUPPLIER INFORMATION

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

National Commitments

1. Proposer shall provide a written narrative of your understanding and acceptance of the Company Qualifications Commitments in Section 1.5.

Company

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. Provide the Company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

Required U.S. Communities Information

4. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Provide a list of your Company's ten largest public agency customers, including contact information.

Distribution

- Describe how your company proposes to distribute the Products nationwide.
- Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
- Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- Provide the number and location of support centers (if applicable).
- 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.
 - 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), your company's diversity of owner employees, etc.
 - 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

Required U.S. Communities Information

defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's sales and marketing plan for marketing the Products to eligible agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

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</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.		

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Reporting Lead	Responsible for providing monthly reports to USC.		
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3. Provide an organizational chart of your company.
4. Submit the 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 be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section Five of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Specify guaranteed fill rate by product category specified in Section Five.
6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Parts and Services.

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state;
2. Identify your company's bonding capacity on a national basis (if applicable);
3. List the states where the bidder is licensed to do business (if applicable);
4. List the states where the bidder or sub-contractor is licensed to do business (if applicable);

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5. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any 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 process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

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3. Please indicate if you have any products in your offering that have any third-party environmental certifications.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

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

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

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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.

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

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

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Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

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

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

(b) **Pricing Commitment.**

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

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

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

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

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be

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required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

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

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

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

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

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

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

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

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master

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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 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:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;

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- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

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

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

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable

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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 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.

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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.

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**

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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.

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.

Required U.S. Communities Information

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, 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]

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: _____

Required U.S. Communities Information

ATTACHMENT A

MASTER AGREEMENT

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

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	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID		Agency Type Description											
10		K-12											
11		Community College											
12		College and University											
20		City											
21		City Special District											
22		Consolidated City/County											
30		County											
31		County Special District											
40		Federal											
41		Crown Corporations											
50		Housing Authority											
80		State Agency											
81		Independent Special District											
82		Non-Profit											
84		Other											

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

U.S. Communities Additional Provisions

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

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency 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.

Attachment C

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

Other states:

State of Oregon, State of Hawaii, State of Washington

AgencyName	State	COUNTY OF MAUI	HI
Malama Honua Public Charter School	HI	Lanai Community Health Center	HI
ST JOHN THE BAPTIST	HI	Maui High Band Booster Club	HI
Waimanalo Elementary and Intermediate School	HI	Tri-Isle Resource Conservation and Development District	HI
Kailua High School	HI	Kumulani Chapel	HI
PACIFIC BUDDHIST ACADEMY	HI	Chamber of Commerce Hawaii	HI
HAWAII TECHNOLOGY ACADEMY	HI	Naalehu Assembly of God	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	outrigger canoe club	HI
MARYKNOLL SCHOOL	HI	One Kalakaua	HI
ISLAND SCHOOL	HI	Native Hawaiian Hospitality Association	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	St. Theresa School	HI
KE KULA O S. M. KAMAKAU	HI	Hawaii Peace and Justice	HI
KAMEHAMEHA SCHOOLS	HI	Kauai Youth Basketball Association	HI
HANAHAU`OLI SCHOOL	HI	NA HALE O MAUI	HI
KIHEI CHARTER SCHOOL	HI	LEEWARD HABITAT FOR HUMANITY	HI
EMMANUAL LUTHERAN SCHOOL	HI	WAIANAE COMMUNITY OUTREACH	HI
School Lunch Program	HI	NA LEI ALOHA FOUNDATION	HI
Ewa Makai Middle School	HI	HAWAII FAMILY LAW CLINIC	HI
Our Savior Lutheran School	HI	DBA ALA KUOLA	
BOARD OF WATER SUPPLY	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
MAUI COUNTY COUNCIL	HI	UNIVERSITY OF HAWAII	HI
Kauai County Council	HI	FEDERAL CREDIT UNION	
Honolulu Fire Department	HI		

U.S. Communities Additional Provisions

LANAKILA REHABILITATION CENTER INC.	HI	Kipuka o Ke Ola	HI
POLYNESIAN CULTURAL CENTER	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	MAUI FAMILY YMCA	HI
BISHOP MUSEUM	HI	WAILUKU FEDERAL CREDIT UNION	HI
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	ST. THERESA CHURCH	HI
ASSOCIATION OF OWNERS OF KUKUI PLAZA	HI	HALE MAHAOLU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI	West Maui Community Federal Credit Union	HI
NETWORK ENTERPRISES, INC.	HI	Hawaii Island Humane Society	HI
HONOLULU HABITAT FOR HUMANITY	HI	Western Pacific Fisheries Council	HI
ALOHACARE	HI	Kama'aina Care Inc	HI
ORI ANUENUE HALE, INC.	HI	International Archaeological Research Institute, Inc.	HI
IUPAT, DISTRICT COUNCIL 50	HI	Community Empowerment Resources	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Tutu and Me Traveling Preschool	HI
HAROLD K.L. CASTLE FOUNDATION	HI	First United Methodist Church	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	United Chinese Society	HI
EAH, INC.	HI	Haggai Institue	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	AOAO Royal Capitol Plaza	HI
HABITAT FOR HUMANITY MAUI	HI	Kumpang Lanai	HI
W. M. KECK OBSERVATORY	HI	Child and Family Service	HI
HAWAII EMPLOYERS COUNCIL	HI	MARINE SURF WAIKIKI, INC.	HI
HAWAII STATE FCU	HI	Hawaii Health Connector	HI
MAUI COUNTY FCU	HI	Hawaii Carpenters Market Recovery Program Fund	HI
PUNAHOU SCHOOL	HI	Puu Heleakala Community Association	HI
YMCA OF HONOLULU	HI	Saint Louis School	HI
EASTER SEALS HAWAII	HI	Kailua Racquet Club, Ltd.	HI
AMERICAN LUNG ASSOCIATION	HI	Homewise Inc.	HI
Pohaha I Ka Lani	HI	Hawaii Baptist Academy	HI
Hawaii Area Committee	HI	Kroc Center Hawaii	HI
Tri-Isle RC&D	HI	Kupu	HI
Lanai Federal Credit Union	HI	University of the Nations	HI
Aloha United Way	HI	ARGOSY UNIVERSITY	HI
		HAWAII PACIFIC UNIVERSITY	HI
		UNIVERSITY OF HAWAII AT MANOA	HI
		RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
		BRIGHAM YOUNG UNIVERSITY	HI

U.S. Communities Additional Provisions

- HAWAII		Access	
University Clinical Research and Association	HI	CITY AND COUNTY OF HONOLULU	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Lanai Youth Center	HI
Ricoh	HI	Silver Dolphin Bistro	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Commander, Navy Region Hawaii	HI
Hawaii Information Consortium	HI	US Navy	HI
Leeward Community Church	HI	Defense Information System Agency	HI
E Malama In Keiki O Lanai	HI	84th Engineer Battalion	HI
Keawala'i Congregational Church	HI	Department of Veterans Affairs	HI
Lanai Community Hospital	HI	Central School District 13J (Polk County, Oregon)	OR
Angels at Play Preschool & Kindergarten	HI	Milton-Freewater Unified School District No 7	OR
Queen Emma Gardens AOA	HI	Scappoose Adventist School	OR
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Ontario School District 8C	OR
Honolulu Community College	HI	Trillium Charter School	OR
COLLEGE OF THE MARSHALL ISLANDS	HI	Echo School District	OR
DOT Airports Division Hilo International Airport	HI	Warrenton Hammond School	OR
Judiciary - State of Hawaii	HI	Immanuel Lutheran School	OR
ADMIN. SERVICES OFFICE	HI	Columbia Academy	OR
SOH- JUDICIARY CONTRACTS AND PURCH	HI	VALLEY CATHOLIC SCHL	OR
STATE DEPARTMENT OF DEFENSE	HI	CROOK COUNTY SCHOOL DISTRICT	OR
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	CORBETT SCHL DIST #39	OR
HAWAII HEALTH SYSTEMS CORPORATION	HI	Trinity Lutheran Church and School	OR
HAWAII AGRICULTURE RESEARCH CENTER	HI	Bethel School District #52	OR
STATE OF HAWAII	HI	OREGON CITY PUBLIC SCHL	OR
Third Judicial Circuit - State of Hawaii	HI	Ppmc Education Committee	OR
State of Hawaii Department of Transportation	HI	Stayton Christian School	OR
Office of the Governor	HI	South Columbia Family School	OR
State of Hawaii-Department of Health-Disability & Communication	HI	Sunrise Preschool	OR
		St. Therese Parish/School	OR
		PINE-EAGLE SCHOOL DISTRICT	OR
		061	
		Portland YouthBuilders	OR
		Wallowa County ESD	OR
		Fern Ridge School District 28J	OR
		Knova Learning	OR
		New Horizon Christian School	OR
		MOLALLA RIVER ACADEMY	OR

U.S. Communities Additional Provisions

HIGH DESERT EDUCATION SERVICE DISTRICT	OR	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
St. Luke Catholic School	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
SOUTHWEST CHARTER SCHOOL	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
WHITEAKER MONTESSORI SCHOOL	OR	LAKE OSWEGO SCHOOL DISTRICT 7J	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR	SILVER FALLS SCHOOL DISTRICT	OR
INTER MOUNTAIN ESD	OR	St Helens School District	OR
STANFIELD SCHOOL DISTRICT	OR	DAYTON SCHOOL DISTRICT NO.8	OR
LA GRANDE SCHOOL DISTRICT	OR	Amity School District 4-J	OR
CASCADE SCHOOL DISTRICT	OR	SCAPPOOSE SCHOOL DISTRICT 1J	OR
DUFUR SCHOOL DISTRICT NO.29	OR	REEDSPORT SCHOOL DISTRICT	OR
hillsboro school district	OR	FOREST GROVE SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
BEAVERTON SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
WILLAMINA SCHOOL DISTRICT	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	RAINIER SCHOOL DISTRICT	OR
Sheridan School District 48J	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
THE CATLIN GABEL SCHOOL	OR	MONROE SCHOOL DISTRICT NO.1J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	CHILDPEACE MONTESSORI	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	HEAD START OF LANE COUNTY	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
OUR LADY OF THE LAKE SCHOOL	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	ARCHBISHOP FRANCIS	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	NORBERT BLANCHET SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
Santiam Canyon SD 129J	OR	MT.SCOTT LEARNING CENTERS	OR
WEST HILLS COMMUNITY CHURCH	OR	SEVEN PEAKS SCHOOL	OR
BANKS SCHOOL DISTRICT	OR		
WILLAMETTE EDUCATION SERVICE DISTRICT	OR		

Attachment C

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U.S. Communities Additional Provisions

DE LA SALLE N CATHOLIC HS	OR	GLIDE SCHOOL DISTRICT NO.12	OR
MULTISENSORY LEARNING ACADEMY	OR	SOUTH UMPQUA SCHOOL DISTRICT #19	OR
MITCH CHARTER SCHOOL	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
REALMS CHARTER SCHOOL	OR	ELKTON SCHOOL DISTRICT NO.34	OR
BAKER SCHOOL DISTRICT 5-J	OR	DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
PHILOMATH SCHOOL DISTRICT	OR	HOOD RIVER COUNTY SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR	PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CANBY SCHOOL DISTRICT	OR	CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	JACKSON CO SCHOOL DIST NO.9	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	MEDFORD SCHOOL DISTRICT 549C	OR
ESTACADA SCHOOL DISTRICT NO.108	OR	CULVER SCHOOL DISTRICT NO.	OR
GLADSTONE SCHOOL DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
ASTORIA SCHOOL DISTRICT 1C	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
SEASIDE SCHOOL DISTRICT 10	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	KLAMATH FALLS CITY SCHOOLS	OR
VERNONIA SCHOOL DISTRICT 47J	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	CRESWELL SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT	OR	SOUTH LANE SCHOOL DISTRICT 45J3	OR
NORTH BEND SCHOOL DISTRICT 13	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
COQUILLE SCHOOL DISTRICT 8	OR	SIUSLAW SCHOOL DISTRICT	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
BANDON SCHOOL DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	ONTARIO MIDDLE SCHOOL	OR
REDMOND SCHOOL DISTRICT	OR	GERVAIS SCHOOL DIST. #1	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR		
ROSEBURG PUBLIC SCHOOLS	OR		

Attachment C

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U.S. Communities Additional Provisions

JEFFERSON SCHOOL DISTRICT	OR	Vale School District No. 84	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	St. Mary School	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	Junction City High School	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	Three Rivers School District	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Fern Ridge School District	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	JESUIT HIGH SCHL EXEC OFC	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	LASALLE HIGH SCHOOL	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Southwest Christian School	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Willamette Christian School	OR
St. Mary Catholic School	OR	Westside Christian High School	OR
CROSSROADS CHRISTIAN SCHOOL	OR	CS LEWIS ACADEMY	OR
ST. ANTHONY SCHOOL	OR	Portland America School	OR
Pedee School	OR	Forest Hills Lutheran School	OR
HERITAGE CHRISTIAN SCHOOL	OR	Mosier Community School	OR
BEND-LA PINE SCHOOL DISTRICT	OR	Koreducators Lep High	OR
GLENDALE SCHOOL DISTRICT	OR	Warrenton Hammond School District	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	Sutherlin School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Malheur Elementary School District	OR
REYNOLDS SCHOOL DISTRICT	OR	Ontario School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Parkrose School District 3	OR
NOBEL LEARNING COMMUNITIES	OR	Riverdale School District 51J	OR
St. Stephen's Academy	OR	Tillamook School District	OR
McMinnville Adventist Christian School	OR	Madeleine School	OR
Salem-Keizer 24J	OR	Union School District	OR
McKay High School	OR	Helix School District	OR
Pine Eagle Charter School	OR	Riddle School District	OR
Waldo Middle School	OR	Ashbrook Independent School	OR
OAKLAND SCHOOL DISTRICT 001	OR	Molalla River School District	OR
hermiston school district	OR	Corvallis School District 509J	OR
Clear Creek Middle School	OR	Falls City School District #57	OR
Marist High School	OR	Portland Christian Schools	OR
Victory Academy	OR	LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
		Insight School of Oregon Painted Hills	OR
		Deer Creek Elementary School	OR
		Yamhill Carlton School District	OR
		COLTON SCHL DIST 53	OR
		HARRISBURG SCHL DIST	OR
		CENTRAL CURRY SCHL DIST#1	OR
		BNAI BRITH CAMP	OR
		OREGON FOOD BANK	OR

U.S. Communities Additional Provisions

HOSANNA CHRISTIAN SCHL	OR	GILLIAM COUNTY OREGON	OR
ABIQUA SCHL	OR	UMATILLA COUNTY, OREGON	OR
Salem keizar school district	OR	DOUGLAS ELECTRIC	OR
Scio High School	OR	COOPERATIVE, INC.	
Athena Weston School District 29RJ	OR	MULTNOMAH LAW LIBRARY	OR
Butte Falls School District	OR	clackamas county	OR
Bend International School	OR	CLATSOP COUNTY	OR
Imbler School District #11	OR	COLUMBIA COUNTY, OREGON	OR
monument school	OR	coos county	OR
PENDLETON SCHOOL DISTRICT	OR	CROOK COUNTY ROAD	OR
#16R		DEPARTMENT	
Ohara Catholic School	OR	CURRY COUNTY OREGON	OR
MARCOLA SCHOOL DISTRICT	OR	DESCHUTES COUNTY	OR
079J		GILLIAM COUNTY	OR
LINN-BENTON-LINCOLN ESD	OR	GRANT COUNTY, OREGON	OR
Reynolds High School	OR	HARNEY COUNTY SHERIFFS	OR
St. Paul School District	OR	OFFICE	
Sabin-Schellenberg Technical Center	OR	HOOD RIVER COUNTY	OR
St Paul Parish School	OR	jackson county	OR
Joseph School District	OR	josephine county	OR
EagleRidge High School	OR	klamath county	OR
Grant Community School	OR	LANE COUNTY	OR
Hope chinese charter	OR	LINN COUNTY	OR
Northwest Academy	OR	MARION COUNTY , SALEM,	OR
Sunny Wolf Charter School	OR	OREGON	
MCKENZIE SCHOOL DISTRICT	OR	MULTNOMAH COUNTY	OR
068		SHERMAN COUNTY	OR
L'Etoiile French Immersion School	OR	WASCO COUNTY	OR
LA GRANDE SCHOOL DISTRICT	OR	YAMHILL COUNTY	OR
001		WALLOWA COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	ASSOCIATION OF OREGON	OR
Marist Catholic High School	OR	COUNTIES	
Springfield Public Schools	OR	NAMI LANE COUNTY	OR
Elgin school dist.	OR	BENTON COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	DOUGLAS COUNTY	OR
Ukiah School District 80R	OR	JEFFERSON COUNTY	OR
Lake Oswego Montessori School	OR	LAKE COUNTY	OR
North Powder Charter School	OR	LINCOLN COUNTY	OR
Siletz Valley School	OR	POLK COUNTY	OR
French American School	OR	UNION COUNTY	OR
Mastery Learning Institute	OR	WASHINGTON COUNTY	OR
North Lake School District 14	OR	MORROW COUNTY	OR
Early College High School	OR	Mckenzie Personnel Services	OR

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U.S. Communities Additional Provisions

Washington County Facilities & Park Services	OR	Bend Elks Lodge 1371	OR
		Friendly House, Inc.	OR
Multnomah County Department of Community Justice	OR	Klamath Siskiyou Wildlands Center	OR
		Grants Pass Seventh-day Adventist Church	OR
NORCOR Juvenile Detention	OR		
Tillamook County Estuary	OR	Corvallis Waldorf School	OR
Job Council	OR	Farmworkers Housing Development Corporation	OR
BAKER CNTY GOVT	OR		
TILLAMOOK CNTY	OR	World Forestry Center	OR
Multnomah County Dept of County Assets	OR	Adapt	OR
		Kid Time	OR
Wheeler County	OR	Oregon Farm Bureau	OR
Clackamas County Service District # 1/Tri-City Service District	OR	Mt Emily Safe Center	OR
		Salem First Presbyterian Church	OR
Resource Connections of Oregon	OR	Rolling Hills Baptist Church	OR
Lane County Sheriff's Office	OR	Baker Elks	OR
Clatsop County Sheriff's Office	OR	Gates Community Church of Christ	OR
Harney County Community Corrections	OR	PIP Corps LLC	OR
Grant County Economic Development	OR	Turtle Ridge Wildlife Center	OR
Clackamas County Juvenile Dept	OR	Grande Ronde Model Watershed Foundation	OR
Columbia Basin Care Facility	OR	Western Environmental Law Center	OR
City of Seaside Police Department	OR	Oregon District 7 Little League	OR
Tamarack Aquatic Center	OR	Mercy Flights, Inc.	OR
Seven Feathers Casino	OR	Metropolitan Contractor Improvement Partnership	OR
Oliver P Lent PTA	OR		
Willamette Valley Rehab Center	OR	The Christian Church of Hillsboro Oregonb	OR
St Paul Baptist Church	OR		
Long Tom Watershed Council	OR	Congregation Neveh Shalom	OR
San Martin Deporres Catholic Church	OR	My Fathers House	OR
Portland Parks Foundation	OR	Step Forward Activities Inc	OR
Sweet Home United Methodist Church	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Cedar Hills Baptist Church	OR	MECOP Inc.	OR
Good Samaritan Ministries	OR	Workforce Northwest Inc	OR
Unitarian Universalist Church in Eugene	OR	Lane Arts Council	OR
Emmanuel Bible Church	OR	Building Healthy Family	OR
Portland Community Media	OR	Integral Youth Services	OR
La Pine Chamber of Commerce	OR	Children Center At Trinity	OR
Stone Creek Christian Church	OR	Beaverton Christians Church	OR
Rogue Valley Youth Football	OR	Oregon Humanities	OR
		St. Pius X School	OR

U.S. Communities Additional Provisions

Community Connection of Northeast Oregon, Inc.	OR	REDMOND PROFICIENCY ACADEMY	OR
St Mark Presbyterian Church	OR	OHSU FOUNDATION	OR
Living Opportunities, Inc.	OR	SHELTERCARE	OR
Coos Art Museum	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
OETC	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Blanchet House of Hospitality	OR	Mental Health for Children, Inc.	OR
Garten Services Inc	OR	The Dreaming Zebra Foundation	OR
Incite Incorporated	OR	LAUREL HILL CENTER	OR
Merchants Exchange of Portland, Oregon	OR	THE OREGON COMMUNITY FOUNDATION	OR
Coalition for a Livable Future	OR	OCHIN	OR
West Salem United Methodist	OR	WE CARE OREGON	OR
Central Oregon Visitors Association	OR	SE WORKS	OR
Soroptimist International of Gold Beach, OR	OR	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Real Life Christian Church	OR	OMNIMEDIX INSTITUTE	OR
Dayton Christian Church	OR	PORTLAND BUSINESS ALLIANCE	OR
Delphian School	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
AVON	OR	FOUNDATIONS FOR A BETTER OREGON	OR
EPUD-Emerald People's Utility District	OR	GOAL ONE COALITION	OR
Human Solutions, Inc.	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
The Wallace Medical Concern	OR	Coastal Family Health Center	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR	CENTER FOR COMMUNITY CHANGE	OR
The Ross Ragland Theater and Cultural Center	OR	STAND FOR CHILDREN	OR
Cascade Health Solutions	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
Umpqua Community Health Center	OR	EAST SIDE FOURSQUARE CHURCH	OR
ALZHEIMERS NETWORK OF OREGON	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
NATIONAL WILD TURKEY FEDERATION	OR	InventSuccess	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
LIFEWORKS NW	OR	The Blosser Center for Dyslexia Resources	OR
Independent Development Enterprise Alliance	OR	MOSAIC CHURCH	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR		
HALFWAY HOUSE SERVICES, INC.	OR		

Attachment C

Section 8

U.S. Communities Additional Provisions

HOUSING AUTHORITY OF LINCOLN COUNTY	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
RENEWABLE NORTHWEST PROJECT	OR	FIRST UNITARIAN CHURCH	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	ST. ANTHONY CHURCH	OR
CONSERVATION BIOLOGY INSTITUTE	OR	Good Shepherd Medical Center	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	Salem Academy	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	PORTLAND ADVENTIST ACADEMY	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
OREGON EDUCATION ASSOCIATION	OR	WILLAMETTE VIEW INC.	OR
HEARING AND SPEECH INSTITUTE INC	OR	PORTLAND HABILITATION CENTER, INC.	OR
SALEM ELECTRIC	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
MORRISON CHILD AND FAMILY SERVICES	OR	ROSE VILLA, INC.	OR
JUNIOR ACHIEVEMENT	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
CENTRAL BIBLE CHURCH	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	ROGUE FEDERAL CREDIT UNION	OR
TRILLIUM FAMILY SERVICES, INC.	OR	Oregon Research Institute	OR
YWCA SALEM	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
PORTLAND ART MUSEUM	OR	LANE MEMORIAL BLOOD BANK	OR
SAINT JAMES CATHOLIC CHURCH	OR	PORTLAND JEWISH ACADEMY	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	LANECO FEDERAL CREDIT UNION	OR
VOLUNTEERS OF AMERICA OREGON	OR	GRANT PARK CHURCH	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	ST. MARYS OF MEDFORD, INC.	OR
METROPOLITAN FAMILY SERVICE	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
		FAITHFUL SAVIOR MINISTRIES	OR
		OREGON CITY CHURCH OF THE NAZARENE	OR
		OREGON COAST COMMUNITY	OR

U.S. Communities Additional Provisions

ACTION		HELP NOW! ADVOCACY	OR
EDUCATION NORTHWEST	OR	CENTER	
COMMUNITY ACTION TEAM, INC.	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	SUNRISE ENTERPRISES	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SPARC ENTERPRISES	OR	SERENITY LANE	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	EAST HILL CHURCH	OR
SALEM ALLIANCE CHURCH	OR	LA GRANDE UNITED METHODIST CHURCH	OR
Lane Council of Governments	OR	COAST REHABILITATION SERVICES	OR
FORD FAMILY FOUNDATION	OR	Edwards Center Inc	OR
TRAILS CLUB	OR	ALVORD-TAYLOR	OR
NEWBERG FRIENDS CHURCH	OR	INDEPENDENT LIVING SERVICES	
WOODBURN AREA CHAMBER OF COMMERCE	OR	NEW HOPE COMMUNITY CHURCH	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	KLAMATH HOUSING AUTHORITY	OR
CITY BIBLE CHURCH	OR	QUADRIPLIGICS UNITED	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	AGAINST DEPENDENCY, INC.	
PORTLAND WOMENS CRISIS LINE	OR	SPONSORS, INC.	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	COLUMBIA COMMUNITY MENTAL HEALTH	OR
WILLAMETTE FAMILY	OR	ADDICTIONS RECOVERY CENTER, INC	OR
WHITE BIRD CLINIC	OR	METRO HOME SAFETY REPAIR PROGRAM	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR	OREGON SUPPORTED LIVING PROGRAM	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR	SOUTH COAST HOSPICE, INC.	OR
HOUSING NORTHWEST	OR	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
OREGON ENVIRONMENTAL COUNCIL	OR	The International School	OR
MEALS ON WHEELS PEOPLE, INC.	OR	REBUILDING TOGETHER - PORTLAND INC.	OR
FAITH CENTER	OR	PENDLETON ACADEMIES	OR
Bob Belloni Ranch, Inc.	OR	PACIFIC FISHERY MANAGEMENT COUNCIL	OR
GOOD SHEPHERD COMMUNITIES	OR	DOGS FOR THE DEAF, INC.	OR
SACRED HEART CATHOLIC DAUGHTERS	OR	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR

U.S. Communities Additional Provisions

EMMAUS CHRISTIAN SCHOOL	OR	PREGNANCY RESOUC	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	CENTERS OF GRETER PORTLAND	
SAINT CATHERINE OF SIENA CHURCH	OR	ELMIRA CHURCH OF CHRIST	OR
PORT CITY DEVELOPMENT CENTER	OR	JASPER MOUNTAIN	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	ACUMENTRA HEALTH WORKSYSTEMS INC	OR
CENTRAL CITY CONCERN	OR	COVENANT CHRISTIAN HOOD RIVER	OR
CANBY FOURSQUARE CHURCH	OR	OREGON DONOR PROGRAM	OR
EMERALD PUD	OR	NAMI OREGON	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	OLIVET BAPTIST CHURCH	OR
BENTON HOSPICE SERVICE	OR	SILVERTON AREA COMMUNITY AID	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR	CONFEDERATED TRIBES OF GRAND RONDE	OR
COMMUNITY CANCER CENTER	OR	NEIGHBORIMPACT	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR	CATHOLIC COMMUNITY SERVICES	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR	NEW AVENUES FOR YOUTH INC	OR
WILD SALMON CENTER	OR	LA CLINICA DEL CARINO	OR
BROAD BASE PROGRAMS INC.	OR	FAMILY HEALTH CARE CENTER	
SUNNYSIDE FOURSQUARE CHURCH	OR	DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
TRAINING EMPLOYMENT CONSORTIUM	OR	WESTERN STATES CENTER	OR
RELEVANT LIFE CHURCH	OR	HIV ALLIANCE, INC	OR
211INFO	OR	PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
SONRISE CHURCH	OR	FANCONI ANEMIA RESEARCH FUND INC.	OR
LIVING WAY FELLOWSHIP	OR	BLIND ENTERPRISES OF OREGON	OR
Women's Safety & Resource Center	OR	OREGON BALLET THEATRE	OR
SEXUAL ASSAULT RESOURCE CENTER	OR	SMART	OR
IRCO	OR	All God's Children International	OR
NORTHWEST YOUTH CORPS	OR	FARMWORKER HOUSING DEV CORP	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR	REGIONAL ARTS AND CULTURE COUNCIL	OR
CLASSROOM LAW PROJECT	OR	THE EARLY EDUCATION PROGRAM, INC.	OR
YOUTH GUIDANCE ASSOC.	OR	MACDONALD CENTER	OR

U.S. Communities Additional Provisions

EVERGREEN AVIATION	OR	WORD OF LIFE COMMUNITY	OR
MUSEUM AND CAP. MICHAEL KING.		CHURCH	
SELF ENHANCEMENT INC.	OR	SOCIAL VENTURE PARTNERS	OR
FRIENDS OF THE CHILDREN	OR	PORTLAND	
SOUTH LANE FAMILY NURSERY	OR	OREGON PROGRESS FORUM	OR
DBA FAMILY RELIEF NURSE		CENTER FOR RESEARCH TO PRACTICE	OR
COMMUNITY VETERINARY CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
PORTLAND SCHOOLS FOUNDATION	OR	UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
SUSTAINABLE NORTHWEST	OR	EUGENE BALLET COMPANY	OR
OREGON DEATH WITH DIGNITY	OR	EAST WEST MINISTRIES INTERNATIONAL	OR
BIRCH COMMUNITY SERVICES, INC.	OR	SISKIYOU INITIATIVE	OR
BAY AREA FIRST STEP, INC.	OR	EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
OSLC COMMUNITY PROGRAMS	OR		
EN AVANT, INC.	OR	North Pacific District of Foursquare Churches	OR
ASHLAND COMMUNITY HOSPITAL	OR	CATHOLIC CHARITIES	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR	FIRST CHURCH OF THE NAZARENE	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR	WESTSIDE BAPTIST CHURCH	OR
SUMMIT VIEW COVENANT CHURCH	OR	Housing Development Center	OR
SALMON-SAFE INC.	OR	Hoodview Christian Church	OR
BETHEL CHURCH OF GOD	OR	Child Evangelism Fellowship	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR	Little Promises Children's Program	OR
SAINT ANDREW NATIVITY SCHOOL	OR	UNION GOSPEL MISSION	OR
BARLOW YOUTH FOOTBALL	OR	GRACE BAPTIST CHURCH	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR	COMMUNITY ACTION ORGANIZATION	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR	OUTSIDE IN	OR
TOUCHSTONE PARENT ORGANIZATION	OR	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
CANCER CARE RESOURCES	OR	ELAW	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR	COMMUNITY HEALTH CENTER, INC	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR	Greater Portland INC	OR
SCIENCEWORKS	OR	Eugene Builders Exchange	OR
		Boys & Girls Club of Corvallis	OR
		Southeast Uplift Neighborhood Coalition	OR
		First United Presbyterian Church	OR
		PDX Wildlife	OR

U.S. Communities Additional Provisions

Friends of the Opera House	OR	Northwest Habitat Institute	OR
Jackson-Josephine 4-C Council	OR	Winding Waters Medical Clinic	OR
North Coast Family Fellowship	OR	First Baptist Church	OR
P E C I	OR	The Nature Conservancy, Willamette	OR
Childswork Learning Center	OR	Valley Field Office	
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts	OR	Portland Community Reinvestment	OR
Productions, Inc.		Initiatives, Inc.	
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	OR	The Collins Foundation	OR
valley		Prince of Peace Lutheran Church &	OR
Lincoln City Chamber of Commerce	OR	School	
DrupalCon Inc., DBA Drupal	OR	NEDCO	OR
Association		Salem Evangelical Church	OR
Albany Partnership for Housing and	OR	Wild Lilac Child Development	OR
Community Development		Community	
SEED OF FAITH MINISTRIES	OR	Daystar Education, Inc.	OR
Hermiston Christian Center & School	OR	Oregon Social Learning Center	OR
SALEM FREE CLINICS	OR	Pain Society of Oregon	OR
Dress for Success Oregon	OR	environmental law alliance worldwide	OR
Beaverton Rock Creek Foursquare	OR	Community in Action	OR
Church		Safe Harbors	OR
St Paul Catholic Church	OR	FIRST CHRISTIAN CHURCH	OR
St Mary's Catholic School and Parish	OR	Pacific Classical Ballet	OR
Polk Soil and Water Conservation	OR	Depaul Industries	OR
District		African American Health Coalition	OR
Street Ministry	OR	Jesus Prayer Book	OR
La Grande Church of the Nazarene	OR	Coalition Of Community Health	OR
Spruce Villa, Inc.	OR	River Network	OR
OREGON SCHOOL BOARDS	OR	CCI Enterprises Inc	OR
ASSOCIATION		Oregon Nurses Association	OR
House of Prayer for All Nations	OR	GOODWILL INDUSTRIES OF THE	OR
Sacred Heart Catholic Church	OR	COLUMBIA WILLAMETTE	
African American Health Coaliton,	OR	Mount Angel Abbey	OR
Inc.		YMCA OF ASHLAND	OR
Happy Canyon Company	OR	YMCA OF COLUMBIA-	OR
Village Home Education Resource	OR	WILLAMETTE ASSOCIATION	
Center		SERVICES	
Monet's Children's Circle	OR	Multnomah Law Library	OR
Cascade Housing Association	OR	Friends Of Tryon Creek State P	OR
Dayspring Fellowship	OR		

Attachment C

Section 8

U.S. Communities Additional Provisions

Ontrack Inc.	OR	Grace Chapel	OR
Calvin Presbyterian Church	OR	CHILDREN'S MUSEUM 2ND	OR
HOLT INTL CHILD	OR	Solid Rock	OR
St John The Baptist Catholic	OR	West Chehalem Friends Church	OR
Portland Foursquare Church	OR	Guide Dogs For The Blind	OR
Portland Christian Center	OR	Aldersgate Camps and Retreats	OR
Church Extension Plan	OR	St. Katherine's Catholic Church	OR
Occu Afghanistan Relief Effort	OR	The Alliance NW of the Christian &	OR
EUGENE FAMILY YMCA	OR	Missionary Alliance	
Christ The King Parish and School	OR	Bags of Love	OR
Newberg Christian Church	OR	Grand View Baptist Church	OR
First United Methodist Church	OR	Green Electronics Council	OR
Zion Lutheran Church	OR	Scottish Rite	OR
Southwest Bible Church	OR	Western Wood Products Association	OR
Community Works Inc	OR	THE NEXT DOOR	OR
Masonic Lodge Pearl 66	OR	NATIONAL PSORIASIS	OR
Molalla Nazarene Church	OR	FOUNDATION	
Transition Projects, Inc	OR	NEW BEGINNINGS CHRISTIAN	OR
St Michaels Episcopal Church	OR	CENTER	
Saint Johns Catholich Church	OR	HIGHLAND UNITED CHURCH OF	OR
Access Inc	OR	CHRIST	
Community Learning Center	OR	OREGON REPERTORY SINGERS	OR
Old Mill Center for Children and	OR	HIGHLAND HAVEN	OR
Families		FAIR SHARE RESEARCH AND	OR
		EDUCATION FUND	
Sunny Oaks Inc	OR	Oregon Satsang Society, Inc., A	OR
Hospice Center Bend La Pine	OR	chartered Affiliate of ECKANKAR ,	
Westside Foursquare Church	OR	ECKA	
Relief Nursery Inc	OR	First Baptist Church of Enterprise	OR
Morning Star Community Church	OR	The Canby Center	OR
MULTNOMAH DEFENDERS INC	OR	REDMOND FIRE & RESCUE	OR
Providence Health System	OR	Instituto de Cultura y Arte In Xochitl	OR
Holy Trinity Catholic Church	OR	In Cuicatl	
Holy Redeemer Catholic Church	OR	McKenzie Personnel Systems	OR
Alliance Bible Church	OR	OSLC COMMUNITY PROGRAMS	OR
CARE OREGON	OR	OCP	
Mid Columbia Childrens Council	OR	Oregon Nikkei Endowment	OR
HUMANE SOCIETY OF	OR	Grace Community Church	OR
REDMOND		Eastern Oregon Alcoholism	OR
Our Redeemer Lutheran Church	OR	Foundation	
Kbps Public Radio	OR	Grantmakers for Education	OR
Skyball Salem Keizer Youth Bas	OR	The Spiral Gallery	OR
Open Technology Center	OR	The ALS Association Oregon and SW	OR
		Washington Chapter	

U.S. Communities Additional Provisions

Children's Relief Nursery	OR	LUKE DORF INC	OR
Home Builders	OR	FAMILY CARE INC	OR
New Life Baptist Church	OR	MEDICAL TEAMS INTL	OR
Feral Cat Awareness Team	OR	Clean Slate Canine Rescue &	OR
Florence United Methodist Church	OR	Rehabilitation	
World of Speed	OR	St. Martins Episcopal church	OR
SW Community Health Center	OR	Food for Lane County	OR
Energy Trust of Oregon	OR	Clatsop Behavioral Healthcare	OR
St. Vincent de Paul Church	OR	columbia gorge discovery center and	OR
Fr. Bernard Youth Center	OR	museum	
Oregon Psychoanalytic Center	OR	NAMI of Washington County	OR
Store to Door	OR	American Legion Aloha Post 104	OR
Oregon Translational Research and	OR	The Dalles Art Association	OR
Development Insitute		Temple Beth Israel	OR
Depaul Industries	OR	Willamette Leadership	OR
OUR LADY OF PERPETUAL HELP	OR	Academy/Pioneer Youth Corps Of	
CATHOLIC CHURCH ALBANY		Oregon	
OREGON		Rose Haven	OR
SELCO Community Credit Union	OR	Dallas Church	OR
Prairie Baptist Church	OR	OREGON STATE UNIVERSITY	OR
North Coast Christian Church	OR	BOOKSTORE INC	
Union County Economic	OR	NORTH WILLAMETTE VALLEY	OR
Development Corp.		HABITAT FOR HUMANITY	
Camelto Theatre Company	OR	FAIRFIELD BAPTIST CHURCH	OR
Camp Fire Columbia	OR	Sexual Assault Support Services	OR
TAKE III OUTREACH	OR	Neskowin Valley School	OR
Rolling Hills Community Church	OR	RON WILSON CENTER FOR	OR
Eugene Swim and Tennis Club	OR	EFFECTIVE LIVING INC	
Summa Institute	OR	St. Joseph Shelter	OR
Amani Center	OR	The Inn Home for Boys, Inc.9138	OR
Billy Webb Elks lodge #1050	OR	MCKENZIEWATERSHED	OR
Silverton Senior Center	OR	COUNCIL	
First Evangelical Presbyterian Church	OR	Opportunity Connections	OR
of Oregon City		MENNONITE HOME OF ALBANY	OR
Joyful Servant Lutheran Church	OR	INC	
Sandy Seventh-day Adventist Church	OR	Oregon Technical Assistance	OR
Muddy Creek Charter School	OR	Corporation	
A FAMILY FOR EVERY CHILD	OR	Oregon And Southern Idaho Laborers	OR
1000 FRIENDS OF OREGON	OR	Employers Training School	
OREGON PEDIATRIC SOCIETY	OR	New Life Fellowship Church of God	OR
NONPROFIT ASSOCIATION OF	OR	Gladstone Senior Center	OR
OREGON		Education Travel & Culture, Inc.	OR

U.S. Communities Additional Provisions

Rural Development Initiatives	OR	The Church of Christ of Latter Day Saints	OR
Jason Lee Manor/UMRC	OR		
Jesus Pursuit Church	OR	Cascade Height Public Charter School PTA	OR
YMCA of Marion and Polk Counties	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		
Tualatin Lacrosse Club	OR	A Jesus Church Family	OR
Tillamook Seventh Day Adventist Church	OR	300 Main Inc	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
		CASA of Marion County	OR
Peace Lutheran Church	OR	Oregoinans for Food & Shelter	OR
Living Word Christian Center	OR	Westside Church of Christ Inc	OR
Housing Authority of Douglas County	OR	Northwest Family Services	OR
		Network Charter School	OR
Vietnamese Christian Community Church	OR	Ride Connecton	OR
		Parenting Now!	OR
Forest Park Conservancy	OR	Christian Church of Woodburn	OR
Friends for Animals	OR	Verde	OR
Family Building Blocks	OR	Native American Youth and Family Center Early College Academy	OR
Goodwill Industries of Lane and South Coast	OR		
		USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR
Consumers Power Inc.	OR	TLO Farms	OR
A. C. Gilbert's Discovery Village	OR	Evergreen Wings and Waves	OR
First Lutheran Church of Astoria	OR	Ascension Episcopal Parish	OR
Fund For Christian Charity	OR	Center for Family Development	OR
Deer Meadow Assisted Living	OR	West Salem Foursquare Church	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	Good Samaritan Ministry	OR
		Grace Lutheran Church of Molalla	OR
Umpqua Basin Water Association	OR	Trinity Lutheran	OR
Alpha Lambda House Corporation	OR	HOPE LUTHERAN CHURCH	OR
St John Fisher Catholic Church Portland Oregon	OR	Mount Pisgah Arboretum	OR
		Redeemer Lutheran Church	OR
Eugene Creative Care	OR	Disjecta Contemporary Art Center	OR

U.S. Communities Additional Provisions

Korean Central Covenant Church of Eugene	OR	Smith Memorial Presbyterian Church	OR
Yankton Baptist Church	OR	Western Arts Alliance	OR
BioGift Anatomical	OR	Youth Dynamics	OR
Lower Columbia Estuary Partnership	OR	Ashland Art Center	OR
Mt Hood Hospice	OR	Apostolic Church of Jesus Christ	OR
Opportunity Foundation of central Oregon	OR	DOUGLAS FOREST PROTECTIVE	OR
Constructing Hope	OR	Oregon Lyme Disease Network	OR
Sprinkfield Elks #2145	OR	Ecotrust	OR
Abuse Recovery Ministry & Services	OR	SPECIAL MOBILITY SERVICES	OR
Oasis Shelter Home	OR	Bethlehem Christian Pre-School	OR
ST HENRYS CHURCH	OR	Historical Outreach Foundation	OR
Nehalem Bay House	OR	Teras Interventions and Counseling Inc	OR
UNITED METHODIST CHURCH	OR	Brooklyn Primary PTO	OR
p:ear	OR	Mountain View Academy	OR
Health Share of Oregon	OR	Salem Area Chamber of Commerce	OR
St. Peter Catholic Church	OR	First Congregational Chrch	OR
Mid Willamette Valley Community Action	OR	OREGON STATE FAIR	OR
A Hope For Autism Foundation	OR	Tri-County Chamber of Commerce Inc	OR
NW Sport Fishing	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Breast Friends	OR	Center for Human Development	OR
SEPTL Southeast Portland Tool Library	OR	SafeHaven Humane Society	OR
Kids Unllimited Academy	OR	Rainier Assembly of God	OR
Cappella Romana	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
National Christian Community Foundation	OR	Bridges to Change	OR
Legal Aid Services of Oregon LITC	OR	DePaul Treatment Centers, Inc.	OR
Willamette Valley Babe Ruth	OR	Ministerio International Casa	OR
Center For Continuous Improvement	OR	New Paradise Worship Center	OR
Northwest Center for Alternatives to Pesticides	OR	Mission Increase Foundation	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Curry Public Transit Inc	OR
The Followers of Christ Church of Oregon City	OR	THREE RIVERS CASINO	OR
SEIU Local 49	OR	Brookings Harbor Christian School	OR
Emerald Media Group	OR	Bethesda Lutheran Church	OR
West Hills Christian School	OR	Legacy Mt. Hood Medical Center	OR
Trillium Sprigs	OR	Adelante Mujeres	OR
		Yamhill Community Care Organization	OR
		Portland Japanese Garden	OR
		The Madeleine Parish	OR
		The Tucker-Maxon Oral School	OR

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U.S. Communities Additional Provisions

Southwest Neighborhoods, Inc	OR	THE MILL CASINO	OR
Wallowa Valley Center For Wellness	OR	Oregon State University	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Treasure Valley Community College	OR
Portland Yacht Club	OR	Unviersity of Oregon	OR
League of Women Voters	OR	OREGON UNIVERSITY SYSTEM	OR
Oregon & Southern Idaho District Council of Laborers'	OR	University of Western States	OR
Portland Police Sunshine Division	OR	GEORGE FOX UNIVERSITY	OR
Curry Health Network	OR	LEWIS AND CLARK COLLEGE	OR
United Way of Lane County	OR	PACIFIC UNIVERSITY	OR
The Lighthouse School	OR	REED COLLEGE	OR
Great Portland Bible	OR	WILLAMETTE UNIVERSITY	OR
College Possible	OR	LINFIELD COLLEGE	OR
Unithed Way	OR	MULTNOMAH BIBLE COLLEGE	OR
Community Energy Project	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Bridgeport Community Chapel	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Portland Oregon Visitors Association	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
Southern Oregon Project Hope	OR	PORTLAND STATE UNIV.	OR
Our United Villages	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Samaritan Health Services Inc.	OR	MARYLHURST UNIVERSITY	OR
Santiam Assembly of God	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Kilchis House	OR	pacific u	OR
Calvary Assembly of God	OR	UNIVERSITY OF OREGON	OR
Lake Grove Presbyterian Church	OR	CONCORDIA UNIV	OR
Grace Lutheran School	OR	Marylhurst University	OR
Western Mennonite School	OR	Corban College	OR
OEA CHOICE TRUST	OR	Oregon Center For Advanced T	OR
American Tinnitus Association	OR	UNIVERSITY OF PORTLAND	OR
Oregon Coast Aquarium, Inc.	OR	Portland Actors Conservatory	OR
HOPE POINT CHURCH	OR	University Of Oregon Athletics Department	OR
Unitus Community Credit Union	OR	Ecola Bible School	OR
St John the Baptist Greek Orthodox Church	OR	WARNERPACIFIC COLG	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR	Beta Omega Alumnae	OR
St Andrews Presbyterian	OR	Oregon Institute of Technology	OR
Oregon Rural Electric Cooperative Association	OR	EASTERN OREGON UNIVERSITY	OR
		Wilco Farmers	OR

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U.S. Communities Additional Provisions

Harvest Church	OR	Coquille Economic Development Corporation	OR
Society of American Foresters	OR		
Clackamas River Water Providers	OR	CITY/COUNTY INSURANCE SERVICE	OR
eickhoff dev co inc	OR	COMMUNITY CYCLING CENTER	OR
Cornerstone Association Inc	OR	Shangri La	OR
The Klamath Tribe	OR	Portland Impact	OR
advocate care	OR	Eagle Fern Camp	OR
Cannon Beach Fire	OR	KLAMATH FAMILY HEAD START	OR
Life Flight Network LLC	OR	RIVER CITY DANCERS	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Permit Technical Association	OR
COVENANT RETIREMENT COMMUNITIES	OR	KEIZER EAGLES AERIE 3895	OR
PENTAGON FEDERAL CREDIT UNION	OR	Pgma/Cathie Bourne	OR
SAIF CORPORATION	OR	Sunrise Water	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	Burns Paiute Tribe	OR
LANE ELECTRIC COOPERATIVE	OR	Oregon Public Broadcasting	OR
USAGENCIES CREDIT UNION	OR	La Grande Family Practice	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Linn Benton Lincoln Educational Services District	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	Ricoh USA	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	Sphere MD	OR
SPIRIT WIRELESS	OR	BIENESTAR, INC.	OR
Kartini Clinic	OR	sunrise water authority	OR
Astra	OR	Mountain Valley Therapy	OR
Beit Hallel	OR	EAsern Oregon Trade and Event Center	OR
Cvalco	OR	Waste-Pro	OR
Elderhealth and Living	OR	NPKA	OR
OREGON CORRECTIONS ENTERPRISES	OR	IBEW280	OR
OREGON STATE HOSPITAL	OR	Confederated Tribes of Warm Springs	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR	Point West Credit Union	OR
Clatskanie People's Utility District	OR	Oregon State Credit Union	OR
PIONEER COMMUNITY DEVELOPMENT	OR	PIONEER TELEPHONE COOPERATIVE	OR
MARION COUNTY HEALTH DEPT	OR	Halsey-Shedd Fire District	OR
Ricoh USA	OR	Northwest Power and Conservation Council	OR
Heartfelt Obstetrics & Gynecology	OR	Oregon Funeral Directors Association	OR
		Nez Perce Tribe	OR
		Obsidian Urgent Care, P.C.	OR
		First Presbyterian Church of La Grande	OR

U.S. Communities Additional Provisions

CONFLUENCE	OR	Tualatin Soil and Water Conservation District	OR
ENVIRONMENTAL CENTE			
A&I Benefit Plan Administrators, Inc.	OR	Silverton Fire District	OR
K Churchill Estates	OR	Lewis and Clark Rural Fire Protection District	OR
CSC HEAD START	OR		
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	Rainbow Water District	OR
crescent grove cemetery	OR	Illinois Valley Fire District	OR
Port of Toledo	OR	Clatskanie RFPD	OR
Roseburg Police Department	OR	PORT OF TILLAMOOK BAY	OR
Molalla Rural Fire Protection District	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
EUGENE WATER & ELECTRIC BOARD	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	OAK LODGE WATER DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	THE PORT OF PORTLAND	OR
GLADSTONE POLICE DEPARTMENT	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
GOLD BEACH POLICE DEPARTMENT	OR	TUALATIN VALLEY WATER DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
GASTON RURAL FIRE DEPARTMENT	OR	PORT OF SIUSLAW	OR
CITY COUNTY INSURANCE SERVICES	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	PORT OF ST HELENS	OR
SOUTH FORK WATER BOARD	OR	LANE TRANSIT DISTRICT	OR
SUNSET EMPIRE PARK AND RECREATION	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
SPRINGFIELD UTILITY BOARD	OR	HOODLAND FIRE DISTRICT	OR
Tillamook Urban Renewal Agency	OR	NO.74	
Netarts Water District	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
OAK LODGE SANITARY DISTRICT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
Boardman Rural Fire Protection District	OR	SALEM AREA MASS TRANSIT DISTRICT	OR

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U.S. Communities Additional Provisions

Banks Fire District #13	OR	Woodburn City Of	OR
KLAMATH COUNTY 9-1-1	OR	Brookings Fire / Rescue	OR
GLENDALÉ RURAL FIRE DISTRICT	OR	City of Veneta	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	CITY OF DAMASCUS	OR
CLACKAMAS RIVER WATER NW POWER POOL	OR	Hermiston Fire & Emergency Svcs	OR
Lowell Rural Fire Protection District	OR	CEDAR MILL COMMUNITY LIBRARY	OR
TriMet Transit	OR	CITY OF LAKE OSWEGO	OR
Estacada Rural Fire District	OR	LEAGUE OF OREGON CITIES	OR
Keizer Fire District	OR	CITY OF SANDY	OR
State Accident Insurance Fund Corporation	OR	CITY OF ASTORIA OREGON	OR
Bend Metro Park & Recreation District	OR	CITY OF BEAVERTON	OR
Port of Hood River	OR	CITY OF BOARDMAN	OR
La Pine Park & Recreation District	OR	CITY OF CANBY	OR
Brookings- Harbor School District 17c	OR	CITY OF CANYONVILLE	OR
Siuslaw Public Library District	OR	CITY OF CENTRAL POINT	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	POLICE DEPARTMENT	
Columbia River Fire & Rescue	OR	CITY OF CLATSKANIE	OR
Fern Ridge Library District	OR	CITY OF CONDON	OR
Bend Park and Recreation District	OR	CITY OF COOS BAY	OR
Port of Garibaldi	OR	CITY OF CORVALLIS	OR
Seal Rock Water District	OR	CITY OF CRESWELL	OR
Rockwood Water P.U.D.	OR	CITY OF ECHO	OR
Tillamook Fire District	OR	CITY OF ESTACADA	OR
Tillamook County Transportation Dist	OR	CITY OF EUGENE	OR
Central Lincoln People's Utility District	OR	CITY OF FAIRVIEW	OR
Jefferson Park and Recreation	OR	CITY OF GEARHART	OR
City of Monmouth / Public Works	OR	CITY OF GOLD HILL	OR
McMinnville Police Department	OR	CITY OF GRANTS PASS	OR
Long Creek School District	OR	CITY OF GRESHAM	OR
City of Sublimity	OR	CITY OF HILLSBORO	OR
City of Central Point Parks and Recreation	OR	CITY OF HOOD RIVER	OR
Gearhart Fire Department	OR	CITY OF JOHN DAY	OR
		CITY OF KLAMATH FALLS	OR
		CITY OF LA GRANDE	OR
		CITY OF MALIN	OR
		CITY OF MCMINNVILLE	OR
		CITY OF HALSEY	OR
		CITY OF MEDFORD	OR
		CITY OF MILL CITY	OR
		CITY OF MILWAUKIE	OR
		CITY OF MORO	OR

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U.S. Communities Additional Provisions

CITY OF MOSIER	OR	CITY OF DUNDEE	OR
CITY OF NEWBERG	OR	CITY OF AURORA	OR
CITY OF OREGON CITY	OR	THE CITY OF NEWPORT	OR
CITY OF PILOT ROCK	OR	CITY OF ALBANY	OR
CITY OF POWERS	OR	CITY OF ASHLAND	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF LEBANON	OR
CITY OF REEDSPORT	OR	CITY OF PORTLAND	OR
CITY OF RIDDLE	OR	CITY OF SALEM	OR
CITY OF SCAPPOOSE	OR	CITY OF SPRINGFIELD	OR
CITY OF SEASIDE	OR	METRO	OR
CITY OF SILVERTON	OR	CITY OF BURNS	OR
CITY OF STAYTON	OR	CITY OF COTTAGE GROVE	OR
City of Troutdale	OR	CITY OF DALLAS	OR
CITY OF TUALATIN, OREGON	OR	CITY OF FALLS CITY	OR
CITY OF WARRENTON	OR	CITY OF PHOENIX	OR
CITY OF WEST LINN/PARKS	OR	CITY OF PRAIRIE CITY	OR
CITY OF WOODBURN	OR	CITY OF REDMOND	OR
CITY OF TIGARD, OREGON	OR	CITY OF SHERWOOD	OR
CITY OF AUMSVILLE	OR	City of junction city	OR
CITY OF PORT ORFORD	OR	City of Florence	OR
CITY OF EAGLE POINT	OR	Columbia Gorge Community	OR
CITY OF WOOD VILLAGE	OR	City of Dayton	OR
St. Helens, City of	OR	City of Carlton	OR
CITY OF WINSTON	OR	City of Pendleton Convention Center	OR
CITY OF COBURG	OR	City of Monmouth	OR
CITY OF NORTH PLAINS	OR	City of Philomath	OR
CITY OF GERVAIS	OR	City of Sheridan	OR
CITY OF YACHATS	OR	Seaside Public Library	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	City of Yoncalla	OR
PORTLAND DEVELOPMENT COMMISSION	OR	La Grande Police Department	OR
CITY OF CANNON BEACH OR	OR	Cove City Hall	OR
CITY OF ST. PAUL	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF ADAIR VILLAGE	OR	Portland Patrol Services	OR
CITY OF WILSONVILLE	OR	City Of Bend	OR
CITY OF HAPPY VALLEY	OR	City Of Coquille	OR
CITY OF SHADY COVE	OR	City Of Molalla	OR
CITY OF LAKESIDE	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
CITY OF MILLERSBURG	OR	City of St. Helens	OR
CITY OF GATES	OR	City of North Powder	OR
KEIZER POLICE DEPARTMENT	OR	City of Eugene	OR

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U.S. Communities Additional Provisions

City of Cornelius, OR	OR	Clatsop Care Health District-Clatsop	OR
Toledo Police Department	OR	Retirement Village	
City of Independence	OR	Netarts-Oceanside RFPD	OR
City of Cascade Locks	OR	UIUC	OR
City of Columbia City	OR	Rogue River Fire District	OR
City of Baker City	OR	Aurora Rural Fire District	OR
McMinnville Water & Light	OR	Tillamook County Emergency	OR
City of Pendleton Parks & Recreation	OR	Communications District	
CITY OF HEPPNER	OR	Southern Coos Hospital	OR
CITY OF SWEETHOME	OR	Oregon Cascades West Council of	OR
CITY OF THE DALLES	OR	Governments	
CLACKAMAS FIRE DIST#1	OR	MULTONAH COUNTY	OR
DESCHUTES PUBLIC LIBRARY	OR	DRAINAGE DISTRICT #1	
STAYTON FIRE DISTRICT	OR	PORT OF BANDON	OR
Lake County Chamber of Commerce	OR	OR INT'L PORT OF COOS BAY	OR
Inc		MID-COLUMBIA CENTER FOR	OR
City of Ontario	OR	LIVING	
City of Corvallis Parks and	OR	DESCHUTES COUNTY RFPD	OR
Recreation		NO.2	
North Lincoln Fire & Rescue #1	OR	YOUNGS RIVER LEWIS AND	OR
Gresham Police Department	OR	CLARK WATER DISTRICT	
City of Harrisburg	OR	PACIFIC STATES MARINE	OR
Gladstone Public Library	OR	FISHERIES COMMISSION	
City of Portland Parks Bureau	OR	CENTRAL OREGON IRRIGATION	OR
City of Astoria Parks Dept.	OR	DISTRICT	
Seaside Fire & Rescue	OR	MARION COUNTY FIRE DISTRICT	OR
Florence Police Department	OR	#1	
City Of North Bend	OR	COLUMBIA RIVER PUD	OR
City of Union	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Nehalem	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Richland	OR	NEAH KAH NIE WATER	OR
CITY OF LINCOLN CITY	OR	DISTRICT	
City of Donald	OR	PORT OF UMPQUA	OR
City of Milton-Freewater	OR	EAST MULTNOMAH SOIL AND	OR
CITY OF SCIO	OR	WATER CONSERVANCY	
City of Forest Grove	OR	Benton Soil & Water Conservation	OR
City Govrnment	OR	District	
City of Mt. Angel	OR	DESCHUTES PUBLIC LIBRARY	OR
Albany Police Department	OR	SYSTEM	
Umatilla Electric Cooperative	OR	CLEAN WATER SERVICES	OR
WATER ENVIRONMENT	OR	North Douglas County Fire & EMS	OR
SERVICES	OR	Crooked River Ranch Rural Fire	OR
Polk County Fire District No.1	OR	Protection District	

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U.S. Communities Additional Provisions

PARROTT CREEK CHILD & FAM	OR	OREGON TOURISM	OR
South Lane County Fire And Rescue	OR	COMMISSION	
Lake Chinook Fire & Rescue	OR	OREGON STATE POLICE	OR
Clackamas County Water	OR	OFFICE OF THE STATE	OR
Environment Services		TREASURER	
Amity Fire District	OR	OREGON DEPT. OF EDUCATION	OR
CENTRAL OREGON	OR	SEIU LOCAL 503, OPEU	OR
COMMUNITY COLLEGE		OREGON DEPARTMENT OF	OR
UMPQUA COMMUNITY	OR	FORESTRY	
COLLEGE		OREGON STATE DEPT OF	OR
LANE COMMUNITY COLLEGE	OR	CORRECTIONS	
MT. HOOD COMMUNITY	OR	OREGON CHILD DEVELOPMENT	OR
COLLEGE		COALITION	
LINN-BENTON COMMUNITY	OR	OFFICE OF MEDICAL	OR
COLLEGE		ASSISTANCE PROGRAMS	
SOUTHWESTERN OREGON	OR	OREGON OFFICE OF ENERGY	OR
COMMUNITY COLLEGE		OREGON STATE BOARD OF	OR
PORTLAND COMMUNITY	OR	NURSING	
COLLEGE		BOARD OF MEDICAL	OR
CHEMEKETA COMMUNITY	OR	EXAMINERS	
COLLEGE		OREGON LOTTERY	OR
ROGUE COMMUNITY COLLEGE	OR	OREGON BOARD OF	OR
COLUMBIA GORGE	OR	ARCHITECTS	
COMMUNITY COLLEGE		SANTIAM CANYON	OR
TILLAMOOK BAY COMMUNITY	OR	COMMUNICATION CENTER	
COLLEGE		OREGON DEPT OF	OR
KLAMATH COMMUNITY	OR	TRANSPORTATION	
COLLEGE DISTRICT		OREGON TRAVEL	OR
Oregon Coast Community College	OR	INFORMATION COUNCIL	
Clatsop Community College	OR	OREGON DEPARTMENT OF	OR
North Portland Bible College	OR	EDUCATION	
OREGON COMMUNITY	OR	OREGON DEPT. OF	OR
COLLEGE ASSOCIATION		CORRECTIONS	
Umpqua Valley Public Defender	OR	DEPARTMENT OF	OR
Teacher Standards and Practices	OR	ADMINISTRATIVE SERVICES	
Commission		Oregon Board of Massage Therapists	OR
Salem Keizer School District	OR	Oregon Tradeswomen	OR
Purchasing		Oregon Convention Center	OR
Kdrv Channel 12	OR	OREGON SCHL BRDS ASSOCIAT	OR
Opta Oregon Permit Technician	OR	Central Oregon Home Health and Hos	OR
Oregon Forest Resources Institute	OR	Oregon Health Care Quality Cor	OR
Office of the Ong Term Care	OR	OREGON DEPARTMENT OF	OR
Ombudsman		HUMAN SERVICES	
Oregon State Lottery	OR	Oregon Air National Guard	OR
		Training & Employment	OR

U.S. Communities Additional Provisions

State of Oregon - Department of Administrative Services	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Aging and People with Disabilities	OR	Housing Authority of Yamhill County	OR
Department of Administrative Services	OR	The Housing Authority of the County of Umatilla	OR
Oregon State Treasury	OR	homeforward	OR
Oregon State Fair Council	OR	Hawaii County	
Oregon DEQ	OR	Honolulu County	
Procurement Services/DAS	OR	Kauai County	
STATE OF OREGON	OR	Maui County	
OREGON JUDICIAL DEPARTMENT	OR	Kalawao County	
Oregon State Board of Architect Examiners	OR	Aiea	
		Anahola	
City of Astoria Fire Department	OR	Barbers Point N A S	
Columbia Gorge ESD	OR	Camp H M Smith	
Nehalem Bay Wastewater	OR	Captain Cook	
Association of Oregon Community Mental Health Programs	OR	Eleele	
VA	OR	Ewa Beach	
US FISH AND WILDLIFE SERVICE	OR	Fort Shafter	
Bonneville Power Administration	OR	Haiku	
Bureau Of Land Management	OR	Hakalau	
Oregon Army National Guard	OR	Haleiwa	
USDA Forest Service	OR	Hana	
Yellowhawk Tribal Health Center	OR	Hanalei	
ANGELL JOB CORPS	OR	Hanamaulu	
Coquille Indian Housing Authority	OR	Hanapepe	
COLLEGE HOUSING NORTHWEST	OR	Hauula	
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR	Hawaii National Park	
		Hawaiian Ocean View	
HOUSING AUTHORITY OF PORTLAND	OR	Hawi	
WEST VALLEY HOUSING AUTHORITY	OR	Hickam AFB	
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	Hilo	
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR	Holualoa	
MARION COUNTY HOUSING AUTHORITY	OR	Honaunau	
		Honokaa	
		Honolulu	
		Honomu	
		Hoolehua	
		Kaaawa	
		Kahuku	
		Kahului	
		Kailua	

U.S. Communities Additional Provisions

Kailua Kona	Pahoa
Kalaheo	Paia
Kalaupapa	Papaaloa
Kamuela	Papaikou
Kaneohe	Pearl City
Kapaa	Pearl Harbor
Kapaau	Pepeekeo
Kapolei	Princeville
Kaumakani	Pukalani
Kaunakakai	Puunene
Kawela Bay	Schofield Barracks
Keaau	Tripler Army Medical Center
Kealakekua	Volvano
Kealia	Wahiawa
Keauhou	Waialua
Kekaha	Waianae
Kihei	Waikoloa
Kilauea	Wailuku
Koloa	Waimanalo
Kualapuu	Waimea
Kula	Waipahu
Kunia	Wake Island
Kurtistown	Wheeler Army Airfield
Lahaina	Brigham Young University - Hawaii
Laie	Chaminade University of Honolulu
Lanai City	Hawaii Business College
Laupahoehoe	Hawaii Pacific University
Lawai	Hawaii Technology Institute
Lihue	Heald College - Honolulu
M C B H Kaneohe Bay	Remington College - Honolulu
Makawao	Campus
Makaweli	University of Phoenix - Hawaii
Maunaloa	Campus
Mililani	Hawaii Community College
Mountain View	Honolulu Community College
Naalehu	Kapiolani Community College
Ninole	Kauai Community College
Ocean View	Leeward Community College
Ookala	Maui Community College
Paauhau	University of Hawaii at Hilo
Paauilo	University of Hawaii at Manoa
Pahala	Windward Community College

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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.

U.S. Communities Additional Provisions

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

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

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

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

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

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

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

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.

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

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 # 269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

WHEREAS, the City desires that the Company provide certain Playground & Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (“Services”), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

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 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: Installation Fees
- 1.3. EXHIBIT C: National Network Of Distributors And Installers
- 1.4. EXHIBIT D: Freight Rate Schedules
- 1.5. EXHIBIT E: Product Warranties
- 1.6. EXHIBIT F: Scope of Work
- 1.7. EXHIBIT G: U.S. Communities Administrative Agreement

2. DEFINITIONS.

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

3. DESCRIPTION OF PRODUCTS AND SERVICES.

- 3.1. The Company shall be responsible for providing the Products and Services referenced in: (a) this Agreement, including in all Exhibits; (b) the Company’s proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part the Products and Services. and incorporated herein by reference. Without limiting the foregoing, the Company’s proposal will only take precedence over the RFP to the extent the Company properly

took exception to the terms of the RFP in the manner required by the RFP.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES.

Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov with Accounts Payable (or AP) in the subject line.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.5. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS.

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this 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

\$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. TIME IS OF THE ESSENCE.

Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

6. NON-APPROPRIATION OF FUNDS.

If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any 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 fiscal year for which the 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.

7. COMPANY PROJECT MANAGER.

The duties of the Company Project Manager include, but are not limited to:

- 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
- 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
- 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
- 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
- 7.6. Communication among and between the City and the Company's staff;
- 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
- 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
- 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
- 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

8. CITY PROJECT MANAGER.

Sample City Contract

The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.

The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

11. BACKGROUND CHECKS.

Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each

Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 12. ACCEPTANCE OF TASKS AND DELIVERABLES** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

- 13. NON-EXCLUSIVITY.**

The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

- 14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.**

Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

- 15. REPRESENTATIONS AND WARRANTIES OF COMPANY.**

15.1. GENERAL WARRANTIES.

- 15.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;

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- 15.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
 - 15.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;
 - 15.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 15.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 15.1.6. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
 - 15.1.7. All information provided by the Company about each of their employees is accurate; and
 - 15.1.8. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. **ADDITIONAL WARRANTIES.**
The Company further represents and warrants that:
- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 15.2.4. 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;
 - 15.2.5. 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
 - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

- 16.1. **WORK ON CITY'S PREMISES.**

The Company and all their employees will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

16.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.**

The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. **REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.**

In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

16.4. **REGENERATION OF LOST OR DAMAGED DATA.**

With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16.5. **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.

16.6. **IRAN DIVESTMENT ACT.**

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; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

17. REMEDIES.

17.1. **RIGHT TO COVER.**

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this 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 perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the Services exceed the amount due the Company, collect the amount due from the Company.

17.2. **RIGHT TO WITHHOLD PAYMENT.**

If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

17.4. SETOFF.

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. OTHER REMEDIES.

Upon breach of this 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.

18. TERM AND TERMINATION OF CONTRACT.**18.1. TERM.**

This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive two (2) year terms.

18.2. TERMINATION BY THE CITY.

The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

18.3. TERMINATION FOR DEFAULT BY EITHER PARTY.

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

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

petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the 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 shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

18.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.

By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

18.5. 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 the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the 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.

18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS.

In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

18.7. AUTHORITY TO TERMINATE.

The following persons are authorized to terminate this Contract on behalf of the City:
(a) the City Manager, any Assistant City Manager, or any designee of the City

Manager; or (b) the Department Director of the City Department responsible for administering this Contract.

18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION.

Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in this Contract.

18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.

Any termination of this 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.

18.10. OTHER REMEDIES.

The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

19. 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 Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition Services necessary to shift the Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider.

20. CHANGES.

In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

21. CITY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 25 of the Contract.

21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. 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 the Contract.

22. 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 administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. 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 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

Services 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; (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 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).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

24. SUBCONTRACTING.

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

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

- 25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or any of its Companies, 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.
- 25.1.2. *Information of the City or its Companies, contractors or licensors marked “Confidential” or “Proprietary.”*
- 25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 25.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen.*

Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

- 25.1.5. *Citizen or employee social security numbers collected by the City.*
- 25.1.6. *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.*
- 25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. *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.*
- 25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility Services.*
- 25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 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.

25.2. RESTRICTIONS.

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement

incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

- 25.2.3. It shall not use any Confidential Information of the City 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.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and Companys (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the 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.
- 25.2.7. 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.

25.3. EXCEPTIONS.

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
- 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

25.4. UNINTENTIONAL DISCLOSURE.

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

25.5. REMEDIES.

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

26. INSURANCE.

26.1. TYPES OF INSURANCE

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

26.1.1. 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 - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are 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, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

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

26.2. OTHER INSURANCE REQUIREMENTS.

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

- 26.2.2. The City of Charlotte shall be named as an additional insured for operations or Services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 26.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

27. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will

As a condition of entering into this agreement, 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 Agreement and may result in termination of this Agreement, 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.

28. NOTICES AND PRINCIPAL CONTACTS.

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:

For the Company:

PHONE: _____

FAX: _____

E-MAIL: _____

For the City:

Karen Ewing
City of Charlotte
Procurement Management Division
600 East Fourth Street, CMGC 9th Floor
Charlotte, NC 28202-2850

PHONE: 704-336-2992

FAX: 704-632-8254

keltmore@ci.charlotte.nc.us

With Copy To (Company):

PHONE: _____

EMAIL: _____

With Copy To (City):

Cindy White
City of Charlotte
City Attorney's Office
600 East Fourth Street
CMGC 15th Floor
Charlotte, NC 28202

PHONE: (704)336-3012

cwhite@ci.charlotte.nc.us

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.

29. MISCELLANEOUS.

29.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

29.3. GOVERNING LAW AND JURISDICTION.

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

29.4. BINDING NATURE AND ASSIGNMENT.

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

29.5. CITY NOT LIABLE FOR DELAYS.

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. FORCE MAJEURE.

29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) 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.

29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company

from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

29.7. SEVERABILITY.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29.8. 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 absent the written consent of the City.

29.9. APPROVALS.

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

29.10. 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 be 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.

29.11. SURVIVAL OF PROVISIONS.

The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"

Section 15 "Representations and Warranties of Company"

Section 18 "Term and Termination of Contract"

Section 21 "City Ownership of Work Product"

Section 23 "Indemnification"

Section 25 "Confidential Information"

Section 26 "Insurance"

Section 28 "Notices and Principal Contacts"

Section 29 "Miscellaneous"

29.12. 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 (10) 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.

- 29.13. **DRAFTER’S PROTECTION.**
Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.**
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. 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 Services.
- 29.15. **CONFLICT OF INTEREST.**
The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. **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 the Contract.
- 29.17. **HARASSMENT.**
The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. **TRAVEL UPGRADES.**
The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company’s invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.
- 29.19. **TAXES.**
Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract

Sample City Contract

for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company 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.*

29.21. COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[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:

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: _____



Finance Office - Procurement Management

Addendum #1	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028
--------------------	--

To: All Prospective Service Providers

Date: February 10, 2017

**Subject: Addendum #1 – RFP #269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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	27	4.13	Lead Time and Delivery	Modification: Paragraph #3: The first sentence has been revised as follows: The Company will ensure that all items are delivered fully fabricated by vendor and or its designated subcontractor on site as may be designated by the Participating Public Agency. Second sentence of this paragraph remains the same.
2	30	4.19.5	Installation	Modification: This section has been revised as follows: Proposal responses must include a defined and verifiable installation fee program. If fees are based on geographic location, proposals must include a clearly defined and verifiable installation fee chart for each applicable state, region, and/or location.
3	30-31	4.16	Price Adjustments	Modification: This section has been revised as follows: All proposed pricing shall remain firm through December 31, 2017. Suppliers may request price increases for consideration at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted in writing to the 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

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
				compensate a Supplier for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.
4	39	Section 6 Form 4	Pricing Worksheet Design #2	Modification: Third bullet has been revised as follows: Two (2) Climbers
5	52-63	Section 7	U.S. Communities Administrative Agreement	Clarification: All references to “Exhibit A” or “Exhibit B” refers to “Attachment A” or “Attachment B” of the U.S. Communities Administrative Agreement.
6	i	Checklist for submitting a Proposal	Environmental Purchasing Responses (Section 6, Form 9)	Modification: Form 9 was been added and is included in this Addendum #1 (see page 5). This form must be completed and submitted with your Proposal response.
7	46	Supplier Information	3. Company Annual Sales for 2014, 2015, 2016	Modification: The Header Row for the annual sales table has been revised as follows: SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016
7	99-120	Exhibit A	Sample City of Charlotte Contract	Modification: Exhibit A–Sample City Contract has been revised and replaced. New Sample Contract is included in this Addendum #1 (see pages 6-25). Please make sure to read the new sample contract and include any exceptions in your proposal response per Section 2.6.12 of the subject RFP document.
8	99-119	Exhibit A	Sample City of Charlotte Contract	Clarification: Any reference to “Exhibit” refers to Exhibits that will be included in the final awarded City of Charlotte Contract.
9	27 & 29	4.11 & 4.19.1	Literature and Catalogs & Pricing	Company Question: Is it okay to include a copy of the product catalog on a jump drive, or provide a link to our electronic catalog instead of providing a hard copy? Answer: Yes. Prefer the catalog on Jump Drive but will accept a link to electronic catalog as long as the appropriate information for this solicitation is provided in the electronic version.
10	16 & 51	2.6.2 & Section 7	Trade Secrets and Personal Identification & Financial Statements	Company Question: Do we need to provide 12 copies of financial statements (one with each proposal copy) if it's confidential information? Answer: No, two (2) hard copies of any trade secret or confidential information should be submitted in a

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Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				separate sealed envelope, clearly marked per Section 2.6.2 of the subject RFP.
11	N/A	N/A	Question	Company Question: How do we address redundant questions in the RFP? Answer: Please address the question completely in the first section it appears. Then reference the previous section where you provided the information for all redundant questions in different sections.
12	28-29	4.19	Pricing	Company Question: Can we submit different fixed percentage discounts for multiple subcategories or each Category listed? Answer: Yes. Please itemize subcategories and provide fixed percentage discounts as appropriate for your company's pricing structure. EX: Under Category for Playground Equipment, you may have different discounts for themed equipment and stand along components.
13	40	Section 6 Form 4	Design 3	Company Question: Is it okay to substitute alternate Outdoor Fitness Equipment if it does the same thing as the brand/item stated in the RFP? Example: We have something that provides the same workout as a Wobble Board, but it isn't called a Wobble Board. Answer: Yes, that will be acceptable as long as you identify it in the category of Outdoor Fitness Equipment.
14	34	Section 6 Form 2	Addenda Receipt Confirmation	Supplier Question: Should we acknowledge each addendum as it's issued or when we submit our proposal? Answer: Please acknowledge <u>all</u> addenda on Form 4 of Section 6 and submit with your proposal response.
15	30	4.22	Prevailing Wages	Company Question: We do not have a set price list for prevailing wages as it can vary project by project, but we would be applying the same discount rate to the total install price for the job. Could you please describe further what would be defined as an exception? Perhaps an example? Answer: We are asking the Suppliers to provide any exceptions where they would not be able to comply with the prevailing wage requirements of the state or location in their proposal response.

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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
Evaluation Team
RFP File

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

Attachment C
Section 6
Required Forms

REQUIRED FORM 9 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2017-028

**Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing,
and Related Products and Services**

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, pre- and post-consumer, included in your product.	
<u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	
<u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	
<u>Post-Consumer Recycled Materials</u> Please include the types of materials included in your products and if they contain post-consumer recycled materials.	

Exhibit A – SAMPLE CITY CONTRACT

Final awarded Contract may differ slightly from this Sample.

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 #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. 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 #269-2017-028 on March 16, 2017. 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 _____, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories 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 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.

EXHIBIT A: Discount Schedule, Price Lists, and Incentives

Attachment C

Exhibit A

Sample City Contract

EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network Of Distributors And Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

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 accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

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 Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), 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
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

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;

- 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 RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal 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 __ 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 RFP, 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 RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

-
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from 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 RFP.
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.**
- 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.
- 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 Proposal, 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:

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.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Company 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 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 wilful 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.
33. **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.

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

Sample City Contract

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

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:

- 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.

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, and prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

Sample City Contract

For The Company:	For The City:
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone:
	Fax:
	E-mail:
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.

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:

42.2 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.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 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.

42.6 Citizen or employee social security numbers collected by the City.

42.7 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.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 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.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.
- Categories 42.1 through 42.13 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. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:**
- 43.1 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 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.
- 43.3 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.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 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.
- 43.6 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.
- 43.7 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.

- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 43.9 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.
- 44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:**
- 44.1 Was already known to Company prior to being disclosed by the City;
- 44.2 Was or becomes publicly known through no wrongful act of Company;
- 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 44.4 Was used or disclosed by Company with the prior written authorization of the City;
- 44.5 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;
- 44.6 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.
- 45. MISCELLANEOUS**
- 45.1 **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 RFP and the Proposals are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 **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.
- 45.3 **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.

- 45.4 **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.
- 45.5 **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.
- 45.6 **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.
- 45.7 **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.
- 45.8 **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.
- 45.9 **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.
- 45.10 **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.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 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 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 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.

45.14 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.

45.15 IRAN DIVESTMENT ACT. 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; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 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."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company 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.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[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: _____

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

BY: _____

DEPUTY FINANCE OFFICER

DATE

Note: All Exhibits listed in Section 1 of this Contract will be included in the final Contract and will follow this page of the Contract.



Finance Office - Procurement Management

Addendum #2	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028
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To: All Prospective Service Providers

Date: February 16, 2017

**Subject: Addendum #2 – RFP #269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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	36-40	Section 6 Form 4	Pricing Worksheet	Modification: Form #4- Pricing Worksheet has been revised as follows: - Design #2: The site dimension has been revised as follows: Site Dimensions: 50ft. x 65 ft. - Design #4 has been added. Please read carefully. New Form #4 is included in this Addendum #2 and Companies must be sure to submit this revised Form #4 with your proposal response.
2	N/A	N/A	Pre-proposal Sign-in Sheet	A copy of attendee sign-in sheet from the Pre-proposal meeting held on February 7, 2017 is attached.

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.

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

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
Evaluation Team
RFP File

Required Form 4 - Pricing worksheet

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

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

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks,	

Section 6
Required Forms

water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs (FOR EVALUATION AND PRICE COMPARISON ONLY):
- 1) 3 dimensional Drawings
 - 2) Number of kids that can use the playground;
 - 3) Total number of play components:
 - a. Number of ground level components
 - b. Number of accessible ground level components
 - c. Number of elevated components
 - d. Number of accessible elevated components
 - 4) Play Structure Size
 - 5) Deck Sizes
 - 6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
 - a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
 - b) Design Services
 - c) Surfacing
 - d) Installation
 - e) Any other products or services that is associated with this sample.
 - 7) Diameter of Uprights
 - 8) Color options
 - 9) Minimum time needed from date of design to delivery of equipment
 - 10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions: 50 ft. x 125 ft.
Budget: \$225,000 (must include all design, equipment, and installation costs)
Ages: Separate play area for 2 to 5 years old
 Separate play area for 5-12 years old
Design: Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.
- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.

Attachment C

Section 6

Required Forms

- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:

Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5” diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

DESIGN 2:

Site Dimensions: 50ft. x 65 ft.
Budget: \$85,000 (must include all design, equipment, and installation costs)
Ages: 5-12 years old
Design: Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (2) Climbers
- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:

Minimum of 12 inches compacted wood safety surfacing.

Attachment C

Section 6

Required Forms

DESIGN 3:

Site Dimensions: 30 ft. x 45 ft.
Budget: \$45,000 (must include all design, equipment, and installation costs)
Ages: 13+ years old
Design: Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:

No Surfacing required.

DESIGN 4:

Site Dimensions: Separate play area for 6-23 months old = 30 ft. x 40 ft.
Separate play area for 2 to 5 years old = 55 ft. x 70 ft.
Separate play area for 5-12 years old = 70 ft. x 120 ft.
Separate play area for 12-17 years old = 70 ft. x 40
Separate sport & fitness area for 13+- adults = 70 ft. x 75 ft.

Budget: \$1,250,000.00 (must include all design, equipment, and installation costs)
Ages: See ages included in Site Dimensions above.
Design: **This is an open ended design to allow Companies to demonstrate creativity, and showcase a variety of catalog offerings.**

This is a large scale recreational area to attract community support and visitors to provide recreational play and fitness for infants through senior citizens, and encourage teens and adults to be active, but should not include all sports related activities (i.e. basketball) in the 12-17 and 13+ year old areas.

Surfacing: Open ended to Company suggestions.

Site Accessories: Open ended to Company suggestions.

Attachment C

CITY OF CHARLOTTE
Finance - Procurement Management

Pre-Proposal Conference

RFP# 269-2017-028

2/7/2017

10:00 a.m.

Date: ~~July 13, 2016~~Time: ~~2:00 pm~~Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services

Company Name	Representative Name	Phone Number	E-Mail Address
PLAYSCAPE WISCONSIN 5/3/14 CANNISTINE	DON KING	423.648.5891	DONKING@CANNISTINE.COM
KOMPAN Inc	JAY COOKE	508-243-2623	JAYCOO@KOMPAN.COM
"	CINDY CLARKSON	253-579-1015	CINCLAC@KOMPAN.COM
"	SIDNEY ENKSEN	737-444-8522	SIDENK1@KOMPAN.COM
Alexis Turner	US Communities	214 629 2056	adturner@uscommunities.org
Chloe Clark	Jed M. Hines	6-7-58	jmhines@ch1.knrr.com
Playworld	Sandra Polana	Conference Call	
Boyle Corp	RCP Shotters	Conference Call	
Quality Grading	Sherry Beltran	719 439 9110	sherrybeltran@yahoo.com



Finance Office - Procurement Management

Addendum #3	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028
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To: All Prospective Service Providers

Date: February 20, 2017

**Subject: Addendum #3 – RFP #269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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	38	Section 6 Form 4	3. Sample Playground Designs 1) 3 dimensional drawings	Clarification: All 3D drawings of sample playground designs may be submitted on larger paper sizes up to 32" x 44"

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
Evaluation Team
RFP File

Solicitation ID: 34919
Customer Ref #: RFP #269-2017-0
Title: Playground Equipment and Related Products and Services
Contact: Karen Ewing
Organization: Seattle, City of

Active Date: 1/25/2017
Inactive Date: 3/16/2017
Solicitation Type: RFP
Public: Yes
Estimated Value: 100,000,000

Vendor Details:

Company Name	DBAName	Status	Match Code	Main Contact	Email	Phone	City
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Vendor Summary:

Total Vendors	0
Total Veteran Owned	0
Total Washington Small Business	0

The Buy Line Blog

City Purchasing

U.S. COMMUNITIES: Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028

January 26, 2017 by [purchadmin](#)

[Click here to access Request for Proposal #269-2017-028.pdf](#)

REQUEST FOR PROPOSALS RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at

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704-432-5488. 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 **MARCH 16, 2017 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 ten (10) 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]

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services

RFP # 269-2017-028

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

Filed Under: [Bids & Proposals](#), [RFP #269-2017-028](#)

Supply of Sodium Hypochlorite ITB #SPU-3667

January 23, 2017 by [purchadmin](#)

Click here to access [Invitation to Bid #SPU-3667.doc](#)

ITB Due Date & Time: 2/17/17 @ 2 PM Pacific

Addendum Q&A: N/A

Optional Pre-Bid Conference: 1/27/17 @ 2 PM Pacific at 700 5th Avenue, Suite 4112
Seattle, WA

City Buyer: Sal Munoz, 206-684-8605

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SPU-3667](#)

Overhead Door Repair & Maintenance ITB #CTY-3591

January 20, 2017 by [DS](#)

Click here to access [Invitation to Bid #CTY-3591.doc](#)

ITB Due Date & Time: 2/13/2017 at 3:00 PM

Addendum Q&A: [1/24/2017](#)

Optional Pre-Bid Conference: 1/26/2017 at 3:00 PM at 700 5th Avenue, Suite 4112
Seattle, WA

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 #CTY-3591](#)

Difficult/Limited Access Drilling Services ITB #SPU-624R

January 12, 2017 by [DS](#)

Click here to access [Invitation to Bid #SPU-624R.doc](#)

ITB Due Date & Time: 1/30/2017 at 3:00PM

[Addendum Q&A: 1/25/2017](#)

Optional Pre-Bid Conference: 1/18/2017 at 11:00AM at 700 5th Avenue, Suite 4112
Seattle, WA

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 #SPU-624R](#)

CLOSED-Laboratory & Field Testing of Soil and Construction Materials ITB #CTY-2017

January 3, 2017 by [SS](#)

Click here to access [Invitation to Bid #CTY-2017.doc](#)

ITB Due Date & Time: 1/18/2017 at 4:00pm

[Addendum Q&A: 01/06/2017](#)

Optional Pre-Bid Conference: 1/10/2017 at 4:00pm at 700 5th Avenue, Suite 4112
Seattle, WA

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

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #CTY-2017](#)

U.S. COMMUNITIES: Tractors, Mowing Equipment, Implements, and Parts & Services RFP #17-6221

January 3, 2017 by [purchadmin](#)

[Click here to access Request for Proposal #170009.pdf](#)

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, January 26, 2017** in the

**Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060**

No bids will be accepted after the 12:00 noon deadline.

**Sealed Bid # 17 – 6221
Request for Proposal
Tractors, Mowing Equipment, Implements, and Parts & Services
Cobb County Purchasing Department**

Pre-Proposal Meeting: January 12, 2017 @ 10:00 A.M.

**Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: December 30, 2016

January 6, 13, 20, 2017

Filed Under: [Bids & Proposals](#), [RFP #17-6221](#)

CLOSED-Steel Transmission Tower Maintenance ITB #SCL-3652R (Re-bid)

December 22, 2016 by [purchadmin](#)

Click here to access [Invitation to Bid #SCL-3652R \(Re-bid\).doc](#)

ITB Due Date & Time: 1/11/2017 at 2PM

[Addendum Q&A: 01/09/2017](#)

Optional Pre-Bid Conference: 12/29/2016 at 10AM located at 700 5th Avenue, Suite 4112, Room 4120, Seattle

Pre-Bid Conference Attendees List: [12/29/2016](#)

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

Evaluation and Award Decisions

Status Update: Intent to Award Issued

Bid Tabulation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #SCL-3652R \(Re-bid\)](#)

Organic Processing Services RFP #SPU-16-216-B

December 22, 2016 by [purchadmin](#)

Interested vendors are encouraged to review the RFP, background documents, and any RFP addenda online at <https://www.ebidexchange.com/seattle>. Note that you are required to complete a free registration to view, print or save documents posted on this website and to view contact information for other vendors who have downloaded documents from this website.

RFP Due Date & Time: January 23, 2017 at 3:00 PM

Addendum Q&A: refer to <https://www.ebidexchange.com/seattle>.

Optional Pre-Submittal Conference: Wednesday, January 4, 2017 in Conference Room SMT 4050/60 (40th Floor) of the Seattle Municipal Tower Building, 700 Fifth Avenue, Seattle, WA 98104, from 10:00 AM to 11:00 AM. Seattle Public Utilities will review the scope of work, vendor expectations, and answer questions from the prospective bidders.

City Contact: Kathy Peterson at 206-684-5084 or <mailto:kathya.peterson@seattle.gov>.

Filed Under: [Bids & Proposals](#), [RFP #SPU-16-216-B](#)

CLOSED-Milling Machine ITB #SCL-1345

December 12, 2016 by [purchadmin](#)

Click here to access [Invitation to Bid #SCL-1345.docx](#)

ITB Due Date & Time: 12/21/2016 at 3:00 P.M. Pacific Time

Addendum Q&A: 12/20/2016

Pre-Bid Conference (Optional)

12/15/2016, 3:00 PM Pacific Time

Pre-Bid conference to be held at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. If you are not able to attend in-person, you can join the conference by Skype or telephone:

Join Skype Meeting

Pre-Bid Conference (Optional)

This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync.

Join by Phone

206-386-1200 (US) English (United States) **844-386-1200** (US) English (United States) Conference ID: 574577

City Buyer: **Marlon R. Franada**, 206-684-4515

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #SCL-1345**

Emergency/Disaster Shipping and Loading/Unloading Services ITB #FAS-3616

December 6, 2016 by **DS**

Click here to access **Invitation to Bid #FAS-3616.docx**

ITB Due Date & Time: 12/29/2016 at 3:00PM

Addendum Q&A: 12/20/2016

Optional Pre-Bid Conference: 12/13/2016 at 3:00 PM at 700 5th Avenue, Suite 4112
Seattle, WA

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

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: [Bids & Proposals](#), [ITB #FAS-3616](#)

[1](#)[2](#)[3](#)[Next Page »](#)

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STATE OF WASHINGTON -- KING COUNTY

--SS.

345633

No.

U.S. COMMUNITIES

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.

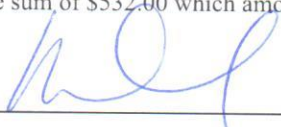
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:PLAYGROUND EQUIPMENT

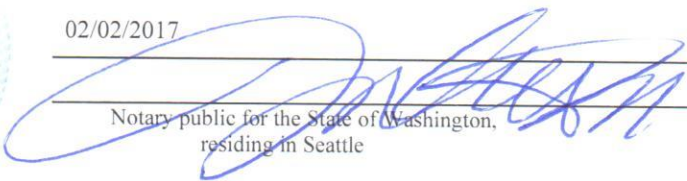
was published on

01/26/17 01/27/17 01/28/17 01/30/17 01/31/17 02/01/17 02/02/17

The amount of the fee charged for the foregoing publication is the sum of \$532.00 which amount has been paid in full.


Subscribed and sworn to before me on

02/02/2017


Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

**U.S.
Communities
Government
Purchasing
Alliance****Master Agreement for
Playground Equipment
Proposals Due: March 16****RFP# 269-2017-028**

The City of Charlotte (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 non-profit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

Date of first publication in the Seattle Daily Journal of Commerce, January 26, 2017.

2/2(345633)

AFFIDAVIT OF PUBLICATION

DJC



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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

Case Number: NOT PROVIDED

Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, City of Charlotte; Bid Location Charlotte, NC, Mecklenburg County; Due 03/16/2017 at 02:00 PM

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

1/27/2017
2/6/2017

1/30/2017
2/8/2017

2/1/2017
2/10/2017

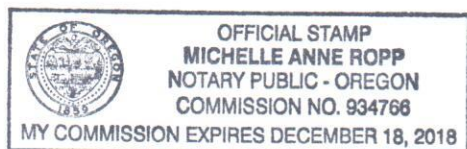
2/3/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 10th DAY OF February, 2017

Nick Bjork

Notary Public-State of Oregon



**CITY OF CHARLOTTE
MASTER AGREEMENT FOR
PLAYGROUND EQUIPMENT,
OUTDOOR FITNESS EQUIPMENT,
SITE ACCESSORIES, SURFACING
AND RELATED PRODUCTS AND
SERVICES**

Proposals due 2:00pm,
March 16, 2017

**REQUEST FOR PROPOSALS
RFP# 269-2017-028**

The City of Charlotte (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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

Published Jan. 27, 30; Feb. 1, 3, 6, 8 & 10, 2017.

11260201

Alexis Turner
U.S. Communities
109 Christopher Columbus Dr Apt 206
Jersey City, NJ 07302-8546

Order No.: 11260201
Client Reference No: RFP# 269-2017-0

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP# 269-2017-028

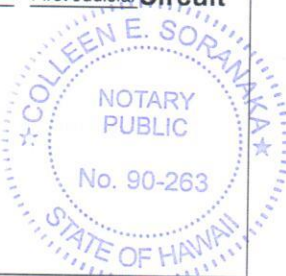
STATE OF HAWAII

City and County of Honolulu

} SS.

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Doc. Date:	<u>FEB 03 2017</u>	# Pages:	<u>1</u>
Notary Name:	<u>COLLEEN E. SORANAKA</u>	First Judicial Circuit	
Doc. Description:	<u>Affidavit of Publication</u>		
Notary Signature		Date	<u>FEB 03 2017</u>



RFP# 269-2017-028

The City of Charlotte (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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.
(HTH958084 1/28, 1/29, 1/30, 1/31, 2/1, 2/2, 2/3/17)

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 aforementioned newspapers as follows:

Honolulu Star-Advertiser 0 times on:MidWeek 0 times on:The Garden Island 0 times on:Hawaii Tribune-Herald 7 times on:

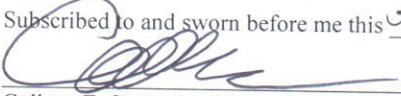
01/28, 01/29, 01/30, 01/31, 02/01, 02/02, 02/03/2017

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 3 day of February A.D. 20 17


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



Ad # 0000958084

SP.NO.: _____ L.N.

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269-2017-028 - Playground Equipment, Outdoor Fitness Equipment, Site Accessor... (Published)

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- [Print](#)

Basic Information

Estimated Contract Value (CAD)

100,000,000.00 (Not shown to suppliers)

Reference Number

0000048357

Issuing Organization

U.S. Communities

Solicitation Type

RFP - Request for Proposal

Solicitation Number

269-2017-028

Title

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing

Source ID

PU.MU.USA.457357.C50448

Agreement Type

None

Details

Region

Canada, All of Canada, All of Canada

Purchase Type

Term: 2017/06/01 12:00:00 AM EDT - 2022/05/31 12:00:00 AM EDT

Dates

Publication Date

2017/01/26 09:17:54 AM EST

Question Acceptance Deadline

2017/02/15 05:00:00 PM EST

Questions are submitted online

No

Closing Date

2017/03/16 02:00:00 PM EDT

Bid Intent

Required

Notify Solicitation Owner

No (Not shown to suppliers in the abstract)

Bid Intent Deadline

2017/02/01 05:00:00 PM EST

Contact Information

Karen Ewing

7043362992

kewing@charlottenc.gov

Description

The City of Charlotte (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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related...[See more](#)

Bid Submission Process

Bid Submission Type

Electronic Bid Submission

Pricing

Lump sum

Pricing

Lump sum

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

[<< Back to Solicitation List](#)

269-2017-028 - Playground Equipment, Outdoor Fitness Equipment, Site Accessor... (Published)

Modifying this solicitation will cancel its scheduled publication. Once you have completed your modifications, you will have to re-publish the solicitation in order to reschedule its publication. Are you sure you want to modify this solicitation?

[No](#) [Yes](#)

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The New York State Contract Reporter

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Bringing business and government together*

Attachment C

This document printed
Thursday, 01/26/2017

Contracting Opportunity

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

Title: Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Agency: U.S. Communities

Contract Number: 269-2017-028

Contract Term: Five years with two (2)- two (2) year extensions available

Date of Issue: 01/27/2017

Due Date/Time: 03/16/2017 2:00 PM

County(ies): All NYS counties

Classification: Miscellaneous - *Commodities*

Opportunity Type: General

Entered By: Alexis Turner

Description: The City of Charlotte (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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 March 16th, 2017. Additional information may be found at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

* 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>



© 2017, Empire State Development <http://www.esd.ny.gov/>



Stacy Hotes, Onvia

Account Manager: [SalesForce Administrator](#)
[[Help & Support](#)]

Type: Bid

Project Name: [Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services](#)

Agency: [City of Charlotte/Mecklenburg County](#)

Location: Charlotte, NC 28202

Level Of Government: County

Submittal/Due Date: **3/16/2017 2:00 PM** **Due in 49 days**

Pre-Bid Meeting Date: 2/7/2017 10:00 AM

Agency Bid #: 269-2017-028

Publication Date: 1/25/2017

Last Updated Date: 1/25/2017

Onvia Reference #: BID:34849525

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Specifications

Description: REQUEST FOR PROPOSALS
RFP # 269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services
JANUARY 25, 2017
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 Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 FEBRUARY 7, 2017, at 10:00 a.m., at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. 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 MARCH 16, 2017 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 ten (10) 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]
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services
RFP # 269-2017-028
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,



Stacy Hotes, Onvia

Account Manager: [SalesForce Administrator](#)
[\[Help & Support \]](#)Kay Elmore
Chief Procurement OfficerProject Documents:  [269-2017-028 RFP Playground E...](#) Bid/Proposal FormProducts and Services: **Primary:** Playground equipment, Exercise equipment**Project Scope**

Maximum Contract Value: \$0.00

Agency Contact

Buyer: [Karen Ewing](#)
Buyer Email: kewing@charlottenc.gov
Buyer Phone: p: (704) 336-2992
Agency: [City of Charlotte/Mecklenburg County](#)
Owner Address: 600 E 4Th St
Charlotte, North Carolina 28202
Owner Phone: p: (704) 336-2472
Owner Website: <http://www.charmeck.org>



Stacy Hotes, Onvia

Account Manager: [SalesForce Administrator](#)
[\[Help & Support \]](#)

Most Recent Awards: City of Charlotte/Mecklenburg County

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N/AAWARD TITLE: CCPA - COMMERCIAL FITN...
VENDOR: WELLNESS SOLUTIONSAWARD DATE:
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N/AAWARD TITLE: PLAYGROUND EQUIPMENT S...
VENDOR: PLAYCORE WISCONSINAWARD DATE:
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Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will be made available through the U.S. Communities cooperative purchasing program.

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Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

Lead Agency:

Fresno Unified School District, CA

Responses due: May 2, 2017



RFP Documents:

[RFP 17-21](#)

[RFP 17-21 Addendum 1](#)

[RFP 17-21 Addendum 2](#)

Postings

Posting Information:

U.S. Communities: Current Solicitations

Onvia/DemandStar

Fresno Unified School District

Canadian MERX Public Tenders

State of Hawaii, Louisiana and Oregon

Oregon Association of Counties

Date Posted:

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

March 27th, 2017 – May 2nd, 2017

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Lead Agency:

City of Charlotte, NC

Pre-Proposal Meeting: February 7, 2017

Responses due: March 16, 2017



RFP Documents:

[RFP 269-2017-028](#)

[RFP 269-2017-028 Addendum 1](#)

[RFP 269-2017-028 Addendum 2](#)

[RFP 269-2017-028 Addendum 3](#)

Postings

Posting Information:

U.S. Communities: Current Solicitations

Onvia/DemandStar

City of Charlotte, NC

Canadian MERX Public Tenders

State of Hawaii and Oregon

Oregon Association of Counties

Date Posted:

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Jan 25th, 2017 – Mar 16th, 2017

Tractors, Mowing Equipment, Implements, and Parts and Services

RFP Documents:

[RFP 176221](#)

Lead Agency:
Cobb County, GA

Pre-Proposal Meeting: January 12, 2017
Responses due: January 26, 2017



Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	Dec 30th, 2016 – Jan 26th, 2017
Onvia/DemandStar	Dec 30th, 2016 – Jan 26th, 2017
Cobb County, GA	Dec 30th, 2016 – Jan 26th, 2017
Canadian MERX Public Tenders	Dec 30th, 2016 – Jan 26th, 2017
State of Hawaii and Oregon	Dec 30th, 2016 – Jan 26th, 2017
Oregon Association of Counties	Dec 30th, 2016 – Jan 26th, 2017



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ATTACHMENT D

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, 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 #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. 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 #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories 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 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 resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, 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 this 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>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<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.
<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>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>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>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

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.

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. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
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 Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases 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 at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted 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 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 Alabama, 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 RFP, (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 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 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. **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.**
- 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.
- 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:
- 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.
29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company 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 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.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful 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; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. 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 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 during and until completion of the work 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.

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.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

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:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.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
	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 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:
- 42.2 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.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 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.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 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.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 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.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 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. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 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 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.
- 43.3 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.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 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.
- 43.6 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.
- 43.7 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.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 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.
- 44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 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;
 - 44.6 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.
- 45. MISCELLANEOUS**
- 45.1 **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
- 45.2 **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.
- 45.3 **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.

- 45.4 **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.
- 45.5 **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.
- 45.6 **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.
- 45.7 **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.
- 45.8 **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.
- 45.9 **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.
- 45.10 **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.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 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 39 “Notices”
 - Section 42 “Confidentiality”
 - Section 45 “Miscellaneous”
- 45.13 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.
- 45.14 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.
- 45.15 IRAN DIVESTMENT ACT. 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; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 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.”

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company 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.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[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.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Landy Harrington

PRINT NAME: Landy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: Christee Gibson

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

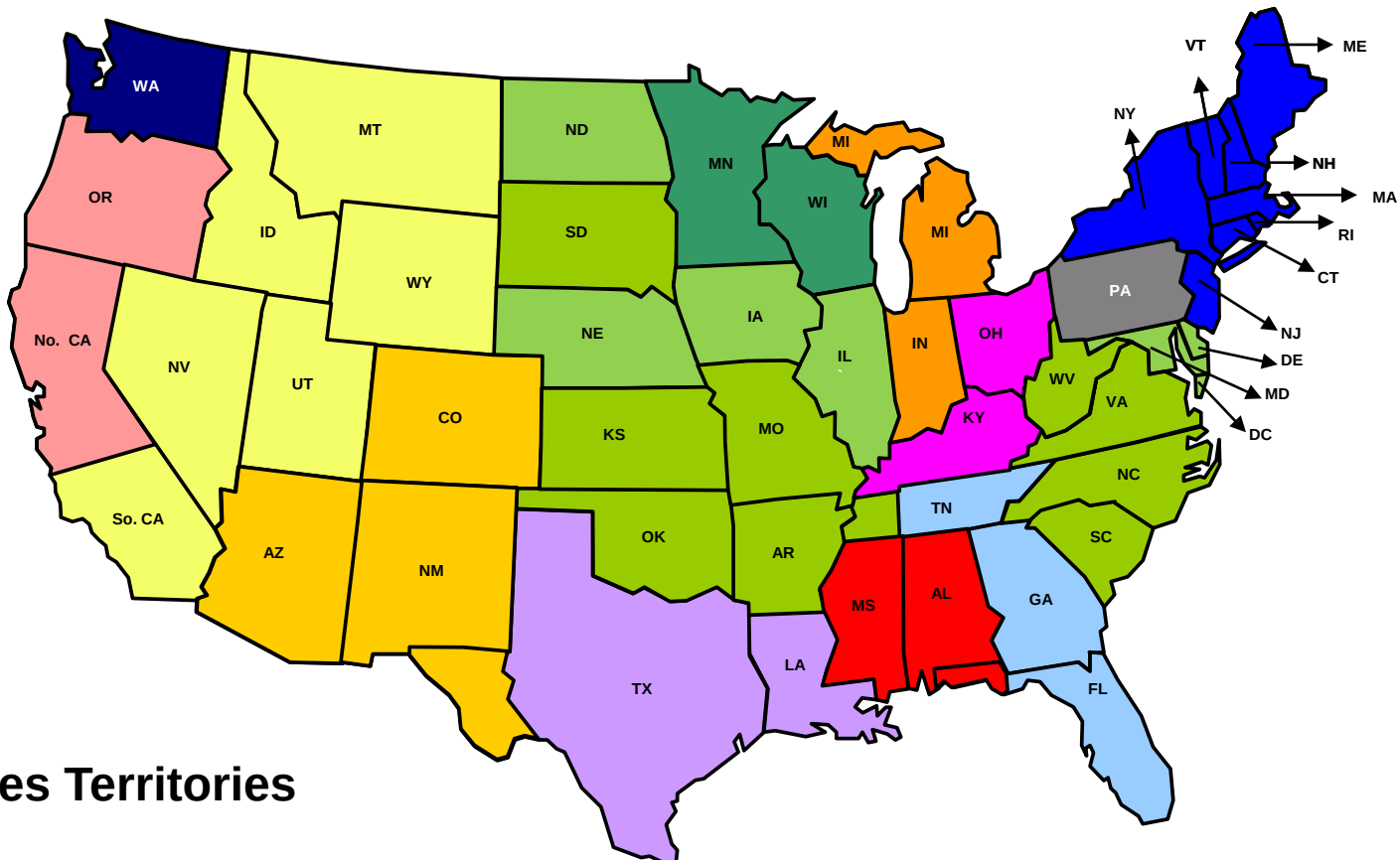
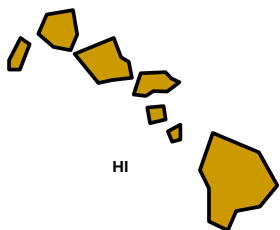
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

**FL
GA
TN**
**Dominica Recreation
Products, Inc.**
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpin.com

**MI
IN**
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

**KY
OH**
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

**AR KS MO
NC OK SC
VA WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**CA ID
MT NV
UT WY**
**Great Western
Recreation**
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

**AK
WA**
**SiteLines Park &
Playground Products**
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

**IA NE
ND SD**
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PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**MA ME NJ
NY CT RI
VT NH**
Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

**LA
TX**
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

**No. CA
OR**
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

**AZ CO
NM TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

**DE
MD
DC**
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

**MN
WI**
**Minnesota/Wisconsin
Playground, Inc.**
PO Box 27328
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

**AL
FL
MS**
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

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Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

586 Sterling Drive
 Sarver, Pa. 16055
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 Home: 2018
 Mobile: (724) 859-0958
 E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
 Newmanstown, PA 17073
 Bus: (610) 589-1769
 Home: 2018
 Mobile: (610) 413-9832
 Bus Fax: (610) 589-1817
 E-mail: bill@theplaygroundpros.com

c**Cunningham - Blueprint Construction, LLC
(Liles, Robbie S.)**

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**Cunningham - Carlson Consulting and
Contracting**

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 Mobile: (319) 415-8365
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 E-mail: landrn1@msn.com

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Construction - Stanley, Bill**

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 Jessup, MD 20794
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 Mobile: (410) 365-0502
 Bus Fax: (410) 579-1284
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Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
 Machesney Park, IL 61115
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Cunningham - D C Install, LLC.

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 Bus Fax: (618) 258-9007
 E-mail: donchatham@charter.net
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**Cunningham - D G Services, Inc. (Layne,
Kevin)**

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Company**

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 Mobile: (773) 908-7629
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Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

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Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

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Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

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Cunningham - Jones & Sons Contracting

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Mobile: (312) 388-3030
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Cunningham - Massanelli Construction, Inc.

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Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: Moorerecreation@gmail.com

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Cunningham - Play Structure Plus

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Middletown, De. 19709
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Mobile: (302) 528-8791
Bus Fax: (302) 378-0747
E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

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Crystal Lake, IL 60014
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Mobile: (815) 459-6758
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E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

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Oklahoma City, Ok. 73127
Bus: (405) 885-2015
Home: 2014
Mobile: (405) 820-8304
Bus Fax: (405) 849-2739
E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive
Apex, N.C. 27539
Bus: (919) 329-5501
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Mobile: (919) 427-4685
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E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street
Rogers, AR 72756
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Cunningham - Robert Kremers Construction

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Omaha, NE 68114
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Cunningham - Triad Property Services, Inc.

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Greensboro, NC 27406
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E-mail: brentattps@triad.rr.com

Cunningham - Woods Const. Serv.

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Home: 2017
Mobile: (573) 701-3294
Bus Fax: (573) 269-1033
E-mail: wayne@woodsconstructionservices.com

c**Cunningham - Zogg & Associates (Zogg, Brent)**

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Donahue, IA 52746
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E-mail: zoggdesign@netins.net

Cunningham -Hyde Construction (Hyde, John)

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Springfield, IL 62704
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E-mail: Backstp23@yahoo.com

d**Dawson, J. A.**

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Pelham, AL 35124
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Mobile: (205) 368-4365
Bus Fax: (205) 663-5012
E-mail: cstruthers@jadawsonco.com

Dominica - D.W. Recreation Services, Inc. (West, Donald)

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Doral, FL 33122
Bus: (561) 433-4709
Home: 2017
Mobile: (561) 818-4819
E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655
Sanford, FL 32772

412 Mattie St.
Sanford, FL 32773
Bus: (407) 323-8822
Home: 2018
Mobile: (407) 920-2256
Bus Fax: (407) 323-0999
E-mail: julie@fivestarininstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

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Auburn, GA 30011
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Dominica Recreation Products - Outdoor Construction

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Mobile: (678) 234-7489
Bus Fax: (886) 536-5244
E-mail: terry@occ-ga.com
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Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

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g**Great West Park and Play - C S Construction (Amick, Chris)**

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Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

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Great West Park and Play - Childs Play

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Irvine, CA 92614
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Home: 2017
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Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
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Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

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Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

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E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

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Las Vegas, Nevada 89116
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Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

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Riverside, CA 92509
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Home: 2018
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E-mail: juan@evergreenenvironment.net

Great West Park and Play - Fullmer Brothers Landscape Maintenance, Inc. (Newbold, Craig)

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Home: 2018
Mobile: (801) 671-6257
E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

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Home: 2018
Mobile: (775) 221-0935
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Great West Park and Play - Great Western Installations - Olson, Derek

Great Western Installations
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Wellsville, Ut. 84339
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Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
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Bus Fax: (619) 443-9729
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Great West Park and Play - Linnert Builders

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Orange, CA 92867
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Mobile: (714) 606-4951
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g**Great West Park and Play - Malibu Pacific Tennis Courts, Inc.**

31133 Via Colinas, Suite 107
 Westlake Village, CA 91362
 Bus: (818) 707-3797
 Home: 2013
 Mobile: (818) 991-7445
 Bus Fax: (818) 706-1951
 E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

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 Vista, CA 92083
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Great West Park and Play - PSI

1747 Colgate Drive
 Thousand Oaks, CA 91360
 Bus: (805) 494-3401
 Home: 2018
 Mobile: (818) 618-2333
 Bus Fax: (805) 494-3343
 E-mail: gdonahoe@ix.netcom.com

Great West Park and Play - Quality Time Recreation

P.O. Box 471
 Clearfield, Ut 84089
 673 W. 1860 N.
 Clinton, Ut. 84015
 Bus: (801) 718-5367
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 Mobile: (801) 718-5367
 Bus Fax: (801) 728-3558
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Great West Park and Play - Rasco Construction, Inc.

6588 West 10900 North
 Highland, Utah 84043
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 Mobile: (801) 360-7123
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Great West Park and Play - Recreation Installation

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i**IPR\$ Hawaii Sagum, Danielle**

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E-mail: leoc@aahconstruction.com

Marturano - Buzz Burger Incorporated

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Bus: (201) 439-1000
Mobile: (201) 954-5301
Bus Fax: (201) 439-0444
E-mail: opiedak@aol.com

Marturano - G & G Builders

4542 Contractors Place
Livermore, Ca. 94551
Bus: (925) 846-9023
Home: 2017
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: gcallahan@ggbuildersinc.com

Marturano - Harris Fence Corp. (Harris, Jim)

4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net

Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

250 Orchard Road
East Patchoeve, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

Marturano - M & M Site Improvement, Inc. (Mcpherson, Robert)

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

Marturano - Marrs Playground Installation, Co.

16860 Paula Road
Madem, Ca. 93636

P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

Marturano - Performance Flooring Systems (Melville, Garth)

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

Marturano - Picerno-Giordano Construction, LLC (Richard Picerno)

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

Marturano - Rubberecycle, LLC. - Gates, Brian

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

Marturano - Scott Construction of Rochester, Inc.

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com

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Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954

P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net

S

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116

1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

S**Sinclair Recreation - Play Builders LLC**

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton, ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t**Total Recreation - Barcon Construction**

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpassini_barcon@yahoo.com

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t

Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

W

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

REQUEST FOR PROPOSAL 269-2017-028
SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting therefrom. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



A PLAYCORE Company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty does not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf

Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 3/4 inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 3/4 inches
- GT Impax Turf™ Elite 1 3/4 inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin

Bulk Density: 4.0-6.0 lb/cu ft

Effective Size: 24 sq ft (net coverage)

Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs

Curvature: .65

Specific Gravity: 2.65 g/cm³

Bulk Density: 92-95 lb/cu ft

Uniform coefficient: 1.00 to 1.40

Effective Size: .90 - .95 mm

Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain 1/4" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	1/4" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u> 1"	<u>Percent Passing</u> 100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain 1/4" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

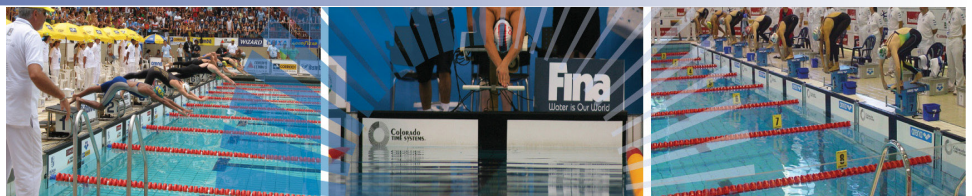
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



NRS
National Recreation Systems
A **PLAYCORE** Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**
Fax **(260)-482-7449**

E-mail: sales@bleachers.net
Online: www.bleachers.net

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.



UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warranties its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc. at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. 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 Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and 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.

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

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

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

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

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

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

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their 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.

4.4 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.

4.5 Replacement Parts.

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

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

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

4.8 Design.

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

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company 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.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company 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. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

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

4.16 Additional Requirements.

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

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The 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 Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

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

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

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

4.20 Installation.

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

4.21 Shipping and Delivery.

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

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

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. 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.

4.23 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.

4.24 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 the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, 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 July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, 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 First Amendment by reference.
- 2. Defined terms used in this First 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 (attached) and becomes effective on January 1, 2018.
- 4. This First Amendment incorporates freight rate adjustments as specified in Exhibit D (attached) and becomes effective on January 1, 2018.
- 5. 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.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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.

Playcore Wisconsin, Inc. d/b/a GameTime

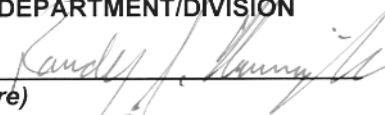
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 20, 2017

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

BY: 
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 1-2-18

**CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT**

BY: 
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 12/21/17

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 3rd day of May 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, 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 July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. 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 Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Second Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.6 percent (3.6%) due to increased tariffs on steel and aluminum imports shall become effective on all future Company orders as of May 3, 2018.
- 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]

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.

Playcore Wisconsin, Inc. d/b/a GameTime

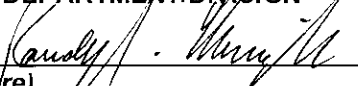
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: April 3, 2018

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

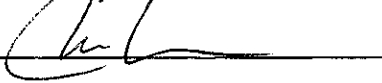
BY: 
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 4/6/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 4/6/18

Exhibit A

Price Adjustments Due to Steel and Aluminum Tariffs

GAMETIME 2018 U.S. COMMUNITIES PRICE LIST 1805 ADJUSTMENTS

		% of Change
<u>1.0 Park and Playground Equipment</u>		
1.1	GameTime Play Equipment (see	Playground Equipment Ages 2 - 12 Years 3.6%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & beyond 3.0%
1.3	Harmony Park Freenotes	Musical Instruments 0.0%
1.4	Snug	Early Childhood Play Equipment 0.0%
1.5	UltraPlay	Play Equipment 0.0%
1.6	UltraPlay - Discovery Centers	Play Equipment 0.0%
1.7	UltraPlay - Early Play	Early Childhood Play Equipment 0.0%
1.8	UltraPlay - NatureRocks	Climbing Rocks 0.0%
<u>2.0 Outdoor Fitness Equipment</u>		
2.1	GameTime Fitness	Youth & Adult Fitness Apparatus 3.6%
2.2		WaterFit Fitness Equipment 0.0%
2.3	Colorado Time Systems	Aquadic Timing Systems 0.0%
2.4		Track Timing Systems 0.0%
2.5	Everlast	Climbing Walls 0.0%
2.6	Power Systems	Fitness Accessories 0.0%
<u>3.0 Site Accessories</u>		
3.1	GameTime	Park and Site Furnishings 3.6%
3.2	Colorado Time Systems	Scoreboards 0.0%
3.3	Dero	Bike Storage 2.0%
3.4	GT Grandstands	Grandstands 3.0%
3.5	NRS	Bleachers 3.0%
3.6	GTShade	Shade Structures 3.6%
3.7	UltraShelter	Shelter Structures 0.0%
3.8	UltraSite	Site Furnishings & Accessories 0.0%
<u>4.0 Surfacing Materials</u>		
4.1		Engineered Wood Fiber 0.0%
4.2		Recycled Materials (Shredded) 0.0%
4.3		Recycled Rubber Tiles 0.0%
4.4	GameTime GTImpax Safety	Poured-In-Place & Bonded Rubber 0.0%
4.5		Artificial Turf 0.0%
4.6		LifeFloor Safety Surfacing for Wet Floors 0.0%
4.7		Surfacing Accessories 0.0%
<u>5.0 Related Products</u>		
5.1	Spectrum	Pool Lifts & Aquatic Components 0.0%
5.2	Spohn Ranch	Skate Parks 0.0%
5.3	The Fountain People	Architectural Fountains 0.0%
5.4	UltraSite - BarkPark	Dog Parks 0.0%
5.5	Water Odyssey	Water Parks 0.0%
<u>6.0 Support Services</u>		
6.1	GameTime Sales Agencies	Design & Project Management 0.0%
6.2	GameTime Sales Agencies	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal 0.0%
6.3	Playground Guardian	Safety Audits & Inspections 0.0%

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Playcore Wisconsin, Inc. d/b/a GameTime, 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 July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. 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:

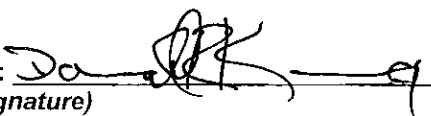
AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit H and attached hereto, due to new laws and requirements, effective July 1, 2018.
- 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]

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.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

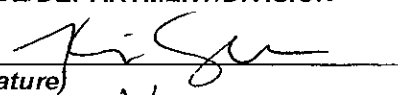
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: August 17, 2018

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

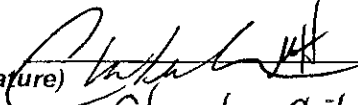
BY: 
(signature)

PRINT NAME: Kim Eagle

TITLE: Assistant City Manager

DATE: 9/4/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Christee Gibson

TITLE: Insurance Manager

DATE: 8/30/18

Exhibit H

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Agreement to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

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:
- 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 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.
 - 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).
 - 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.
9. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
10. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Equal Employment Opportunity.** In its performance under the Contract, Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, 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 July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. 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:

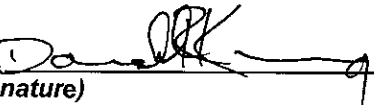
AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fourth Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 3.1 percent (3.1%) as specified in Exhibit A and shall become effective on January 1, 2019.
- 4. This Fourth Amendment incorporates freight rate adjustments as specified in Exhibit D and becomes effective on January 1, 2019.
- 5. 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.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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.

Playcore Wisconsin, Inc. d/b/a GameTime

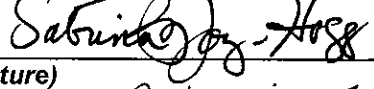
BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: December 4, 2018

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

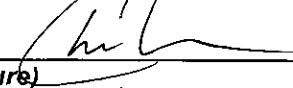
BY: 
(signature)

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 12/17/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: 
(signature)

PRINT NAME: Chrislee Gibson

TITLE: Ins Mgr

DATE: 12/13/18

Exhibit A
Price Adjustments

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of April 2019, by and between Playcore Wisconsin, Inc. d/b/a GameTime, 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 July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The parties now desire to amend the Contract 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 Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fifth Amendment incorporates new products and pricing as specified in Exhibit A (attached).
- 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]

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.

Playcore Wisconsin, Inc. d/b/a GameTime

BY: 
(signature)

PRINT NAME: Donald R. King

TITLE: Director of Sales Administration

DATE: March 28, 2019

CITY OF CHARLOTTE:

BY: 
(signature)

PRINT NAME: Sabrina Jay Hogg

TITLE: Deputy City Manager

DATE: 4/2/19

Exhibit A

Revised 2019 Product and Price List #1904

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND
RELATED PRODUCTS AND SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2020 by and between Playcore Wisconsin, Inc. d/b/a GameTime, 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 July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The City of Charlotte and the Company agreed to amend the contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to incorporate price adjustments and freight rate adjustments.
- F. The City of Charlotte and the Company agreed to amend the contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties now desire to amend the Contract 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 Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Sixth Amendment incorporates price adjustments for an aggregate increase of 3.2% as specified in Exhibit A.
- 4. This Sixth Amendment incorporates freight rate adjustments as specified in Exhibit D.
- 5. 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.

Contract#:2017001134

Amendment#: 6

Vendor#: 121531

6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

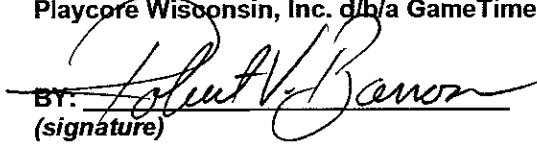
Contract#:2017001134

Amendment#: 6

Vendor#: 121531

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.

Playcore Wisconsin, Inc. d/b/a GameTime

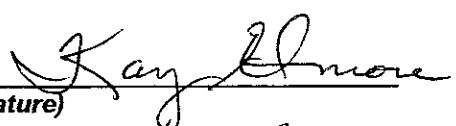
BY: 
(signature)

PRINT NAME: Robert V. Barron

TITLE: Senior Vice President of Sales

DATE: 12/9/2019

CITY OF CHARLOTTE:

BY: 
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 12/10/2019

Contract#:2017001134
Amendment#: 6
Vendor#: 121531

Exhibit A
Revised 2020 Price List

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 1st of January 2021, by and between Playcore Wisconsin, Inc. dba GameTime, 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 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties now desire to amend the Contract to incorporate new products, price adjustments, freight rate adjustments, and certain other changes.

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

A G R E E M E N T

- 1. The terms of the Contract are restated by and incorporated into this Seventh Amendment by reference.
- 2. Defined terms used in this Seventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Seventh Amendment incorporates new products and price adjustments for an aggregate increase of 2.5% due to escalation in annual wage, operating overhead, and overall material costs including steel, aluminum, plastic resin, and fasteners as specified in Exhibit A.

4. This Seventh Amendment incorporates freight rate adjustments as specified in Exhibit D.
5. 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.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Clint Whiteside

TITLE: Sales Administration

DATE: 12/14/2020

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF
CHARLOTTE**
Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 22, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 7

Contract Name: Playground and Outdoor Fitness Equip., Site Accessories, Surfacing, & Products / Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: f98f2b82106208b08004836a6d99b691

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 16th of March 2021, by and between Playcore Wisconsin, Inc. dba GameTime, 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 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties now desire to amend the Contract to incorporate a material surcharge 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 Eighth Amendment by reference.

2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The City consents to allow the Company to add a [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A*, [REDACTED] due to escalation in material costs. This surcharge makes the pricing [REDACTED] more than the pricing originally allowed in the current year of the Contract.
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]

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

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 3/8/2021

DATE: _____



Digital Contract Routing Form

Date Submitted: March 18, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 8

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: 6662b82106208b08604836a5d96b831

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 17th of May 2021, by and between Playcore Wisconsin, Inc. dba GameTime, 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 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED].
- J. The parties now desire to amend the Contract to incorporate a material surcharge 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 Ninth Amendment by reference.

2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The City consents to allow the Company to add a [REDACTED] for all Products offered in the 2021 GameTime – OMNIA Partners Master Price List – MPL21A, except for surfacing products and surfacing accessories, [REDACTED]
[REDACTED]
4. Exhibit H of the Contract ("Federal Contract Terms and Conditions) is hereby appended as follows:
 12. *Domestic (U.S.) Procurement Preference. Playcore Wisconsin, Inc. dba GameTime should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*
5. 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.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 5/7/2021

DATE: _____



Digital Contract Routing Form

Date Submitted: May 25, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 9

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

CITY OF CHARLOTTE:

eSigned via SeamlessDocs.com
Victoria O. Johnson
Key: 66f2b82106208b08604836a5d966b891

ACCOUNTS PAYABLE:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

The following individual has been designated by the City's Chief Finance Officer to Pre-Audit this Contract on behalf of the City:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 14th of July 2021, by and between Playcore Wisconsin, Inc. dba GameTime, 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 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, price adjustments, and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate [REDACTED] material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate [REDACTED] material surcharge.
- K. The parties now desire to amend the Contract to incorporate a material surcharge 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 Tenth Amendment by reference.
- 2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The City consents to allow the Company to add [REDACTED] material surcharge for all Products offered in the *2021 GameTime – OMNIA Partners Master Price List – MPL21A* due to escalation in material

costs. This surcharge is in addition to two previous material surcharges that were added by previous amendments. The total surcharge is not to exceed [REDACTED] more than the pricing originally allowed in the current year of the Contract.

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]

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

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Clint Whiteside

PRINT NAME: _____

TITLE: Manager of Sales Operations

TITLE: _____

DATE: 7/12/2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: July 28, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 10

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

esigned via Seandocs.com
Brent Cagle
Key: 8662b82106208b0860483da5d9db831



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2020

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
Marsh USA, Inc.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-CAS-GAUWX-20-21

CONTACT NAME: Brenda Young-Epps
PHONE (A/C, No, Ext): (404) 995 3074
E-MAIL ADDRESS: brenda.youngepps@marsh.com
FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Evanston Insurance Company		35378
INSURER B : Travelers Property Casualty Company Of America		25674
INSURER C : ACE Property And Casualty Ins Co		20699
INSURER D : The Travelers Indemnity Company of America		25666
INSURER E : National Union Fire Ins Co. of Pittsburgh PA		19445
INSURER F : Travelers Casualty And Surety Company		19038

INSURED
Playcore Wisconsin, Inc.
dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

COVERAGES

CERTIFICATE NUMBER:

ATL-004719473-16

REVISION NUMBER: 4

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		MKL2PBC000784	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		TJ-CAP-9D897065TIL-20	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		XOOG71549501 002	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B D F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	UB-2N106953-20-51-R UB-2N159031-20-51-K UB-7J602089-20-14-G (See Additional Page.)	08/01/2020 08/01/2020 08/01/2020	08/01/2021 08/01/2021 08/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella		BE 016159343	08/01/2020	08/01/2021	Each Occurrence \$ 15,000,000 Aggregate \$ 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract 2017001134 at "Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services City of Charlotte, its officers, officials, agents and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the referenced project, on a primary and non-contributory basis via CG 2010, when required by written contract. A Waiver of Subrogation applies in favor of the additional insured on the Workers Compensation policy where required by written contract.

CERTIFICATE HOLDER

City of Charlotte
600 East Fourth Street
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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Playcore Wisconsin, Inc. dba GameTime 150 PlayCore Drive SE Fort Payne, AL 35967
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

UB-2N106953-20-51-R (AZ, FL, OR, WI)

UB-2N159031-20-51-K (AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC ND NE NV NY OH OK PA PR SC TN TX UT VA WA WY)

UB-7J602089-20-14-G (AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NJ NM NV NY OK OR PA SC TN TX WV)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 1st of December 2021, by and between Playcore Wisconsin, Inc. dba GameTime, 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 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a [REDACTED] % material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a [REDACTED] % material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a [REDACTED] % material surcharge.
- L. The parties now desire to amend the Contract to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule and 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 Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety to the adjustments in the 2022 Master Price List which are attached hereto as Exhibit A.1.
4. The Freight Rate Schedules in Exhibit D of the Contract is hereby replaced in its entirety to the adjustments in the 2022 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.1
5. Section 34 of the Contract (“Required By City Ordinance: Commercial Non-Discrimination”) is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Playcore Wisconsin, Inc. dba GameTime agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Playcore Wisconsin, Inc. dba GameTime consents to be bound by the award of any arbitration conducted thereunder.”

6. 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.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

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

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Clint Whiteside

TITLE: Manager of Sales Operations

DATE: 11/30/2021

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 13, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 11

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: 668f2b82108208b08604836a5396b891

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING,
AND RELATED PRODUCTS AND SERVICES**

THIS TWELFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Twelfth Amendment") is made and entered into this 1st of July 2022, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama 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 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.
- C. The parties amended the Contract on July 1, 2018 to incorporate unit price adjustments due to tariffs on steel and aluminum.
- D. The parties amended the Contract on September 1, 2018 to incorporate federal contract terms and conditions.
- E. The parties amended the Contract on January 1, 2019 to incorporate unit price adjustments and freight rate adjustments.
- F. The parties amended the Contract on April 1, 2019 to incorporate new products and pricing.
- G. The parties amended the Contract on January 1, 2020 to incorporate unit price adjustments and freight rate adjustments.
- H. The parties amended the Contract on January 1, 2021 to incorporate new products, unit price adjustments and freight rate adjustments.
- I. The parties amended the Contract on March 16, 2021 to incorporate a ■% material surcharge.
- J. The parties amended the Contract on May 17, 2021 to incorporate a ■% material surcharge.
- K. The parties amended the Contract on July 14, 2021 to incorporate a ■% material surcharge.
- L. The parties amended the Contract on December 1, 2021 to add new Products and Services and to incorporate 2022 Master Price List and Freight Rate Schedule.
- M. The parties now desire to amend the Contract to [extend the Term of the Contract by the first of two (2) two-year renewal terms 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:

A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Twelfth Amendment by reference.
2. Defined terms used in this Twelfth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Twelfth Amendment extends the Term of the Contract by the first of two (2) two-year renewal terms to expire on June 30, 2024.
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]

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

PLAYCORE WISCONSIN, INC.
DBA GAMETIME

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Clint Whiteside

TITLE: Manager of Sales Operations

DATE: 4/12/2022

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: April 21, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2017001134

Amendment #: 12

Contract Name: Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products a

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: 668f2b82108208b08604836a5396b891

ATTACHMENT E

Proposal for

South El Monte City

Prepared by



09-14-2022
Job # 102465-01

Mary Van Dyke and New Temple Park Playgrounds Option 3D



805-910-5971 | www.gwpark.com

Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA



Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA



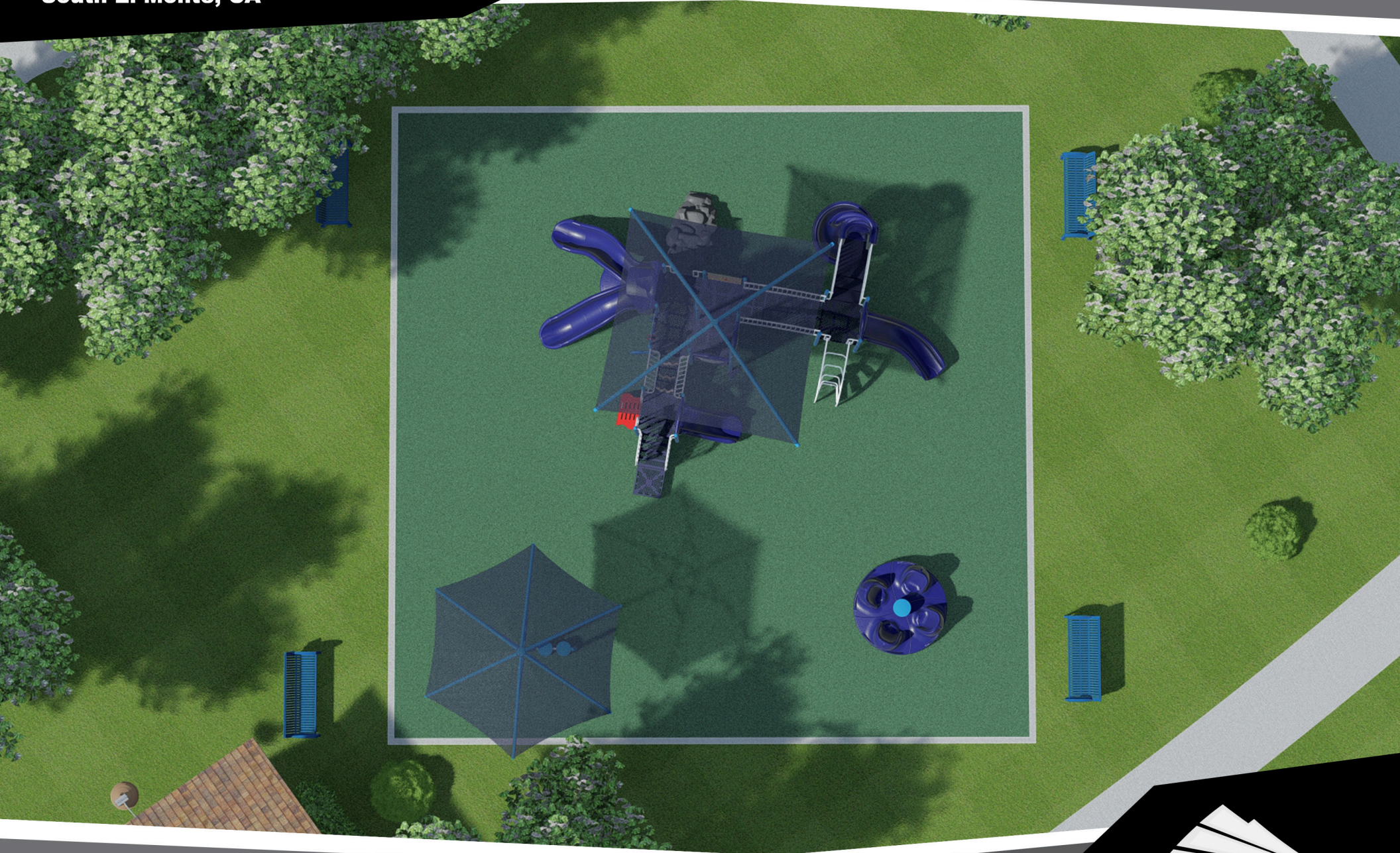
Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA



Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA



Mary Van Dyke Park and New Temple Park Playgrounds-Project 102465-01-Opt 3B
South El Monte, CA



SERIES 100
6' BENCH, w/ BACK SLAT
PC
S104



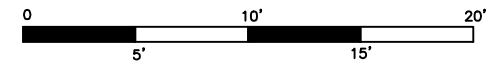
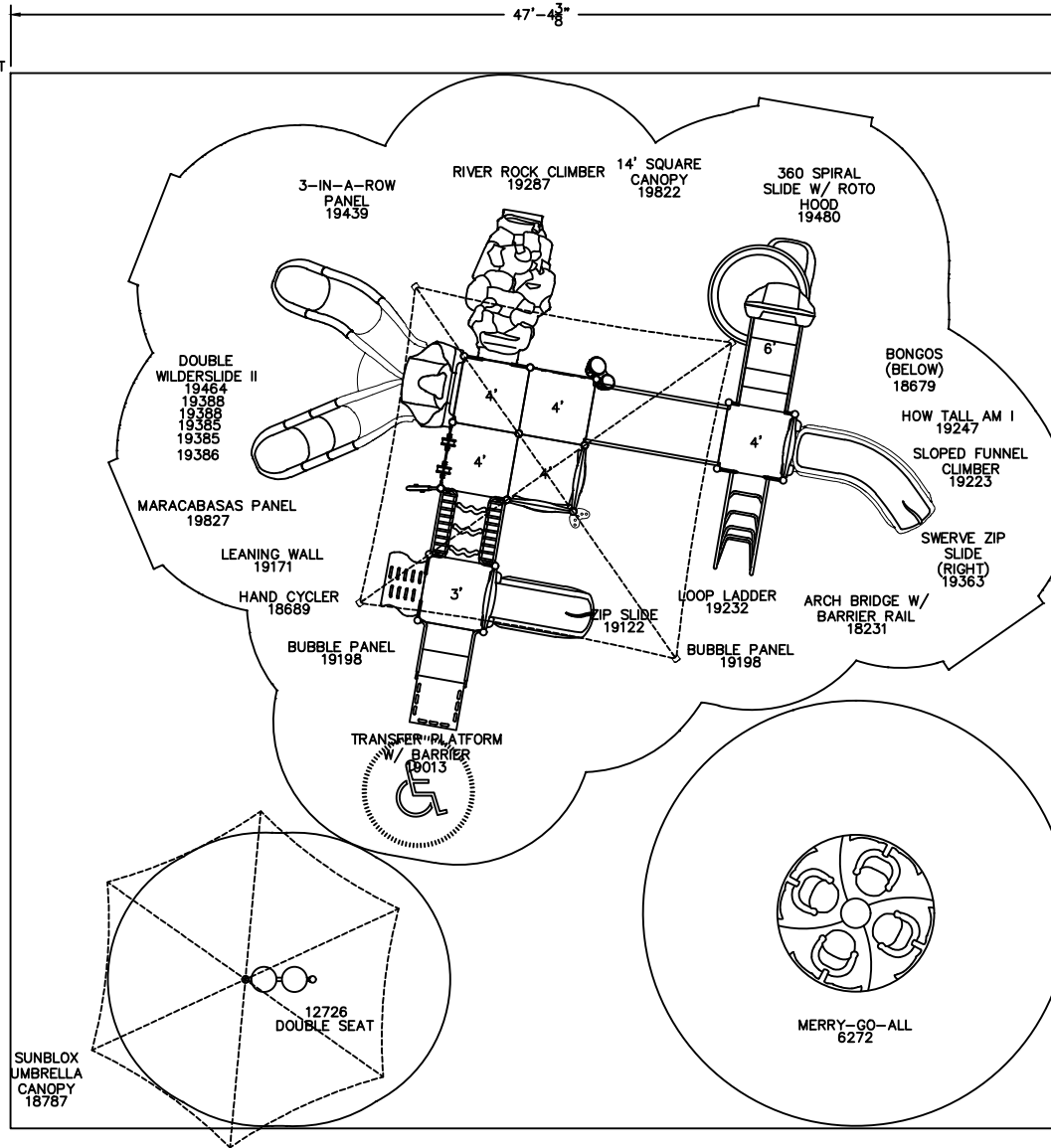
SERIES 100
6' BENCH, w/ BACK SLAT
PC
S104



SERIES 100
6' BENCH, w/ BACK SLAT
PC
S104



SERIES 100
6' BENCH, w/ BACK SLAT
PC
S104



New Temple Park
South El Monte, CA
Representative
Great Western Recreation

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	11	-	Required	-
Total Elevated Play Components Accessible By Ramp	11	Required	6	
Total Elevated Components Accessible By Transfer	5	Required	3	
Total Accessible Ground Level Components Shown	5	Required	3	
Total Different Types Of Ground Level Components	5	Required	3	

This play equipment is recommended for children ages
5 - 12

Minimum Area Required:
Scale:
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
LC
Date:
09/13/2022
Drawing Name:
102465-01-opt 3

Color Selections

Project: 102465-01-Opt 3

Approved by: _____

Surfacing:

Play Palettes: Allegiance ☒



Atlantic ☐



Bayou ☐



Deep Space ☐



Emerald ☐



Jelly Bean ☐



Jovial ☐



Jungle ☐



Malibu ☐



Papaya ☐



Patriotic ☐



Rain Forest ☐



Vibrant ☐



Shine ☐



Wisteria ☐





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/06/2022
Quote #
102465-01-09

Mary Van Dyke and New Temple Park Playgrounds Option 3D Grant

South El Monte City
Attn: Ariana De La Cruz
1530 Central Ave
South El Monte, CA 91733
Phone: 626-579-2043
adelacruz@soelmonte.org

Ship to Zip 92867

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - 5 to 12 Structure - reference	\$54,653.00	\$54,653.00
1	RDU	GameTime - Umbrella with double seats - Reference drawing #102465-01-opt 3	\$7,884.00	\$7,884.00
1	6272	GameTime - Merry-Go-All	\$7,407.00	\$7,407.00
4	S104	GT-Site - 6'S100 BNCH,w/BCK SLT-PC	\$1,237.00	\$4,948.00
11963	PIP	GT-Impax - Pour in Place Surfacing delivered and installed- **List Price \$250,931.22, discounted per Omnia Contract ***4 Park Bid ...Based on being awarded as one large project and installed as one large project*** 11,963 Total Sq Ft Mary Van Dyke Park = 3956 Total Sq Ft 3556 sf = 8' CFH 400 sf = 9' CFH New Temple Park = 2233 Total Sq Ft 6' CFH Shivley= 1533 sf, 8' CFH Akitoi = 4241 Total Sq Ft, 4' CFH All to include 50/50 standard epdm and black - tbd Aromatic Binder, Prevailing Wages Based on good job access, no design Does not include any tta pads Add Alt: Akitoi - Pad 6 \$13,330 775 sf, 4' CFH Includes 50/50 std epdm and black Includes 130 lf concrete keyway cutting and turndown pip edge into keyway cut No Design, No TTA pads Aromatic Binder, Prevailing Wages Based on good job access, no design	\$17.20	\$205,763.60
1	SECURITY	GT-Impax - Site Security- Prevailing wage	\$4,750.00	\$4,750.00
1	INSTALL	Install - Playground Equipment for New Temple Park Installation- • Installation only of (1) Gametime structure (New Temple) • Footings excavation, and concrete-through base. • Equipment assembly. • Removal of spoils. • Prevailing wages. • Price based on work to be done at both locations concurrently. • Based on good access for equipment. • Price includes one (1) move-on only.	\$29,517.00	\$29,517.00

OMNIA
P A R T N E R S



GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/06/2022
Quote #
102465-01-09

Mary Van Dyke and New Temple Park Playgrounds Option 3D Grant

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Install - Sitework: Mary Van Dyke/New Temple/Shively Park/Akitoi Learning Center- - Excavate and dispose EWF approximately 3,956 sq.ft 8" depth (Mary Van Dyke) - Provide and install approximately 3,956 sq ft of 8.5" thick fill dirt compacted to 90% (Mary Van Dyke) - Provide and install approximately 3,956 sq ft of 4" crushed miscellaneous base compacted to 90% (Mary Van Dyke) - Demo and dispose existing equipment and (4) benches (New Temple) - Demo and dispose PIP approximately 550 sq.ft 3" depth (New Temple) - Demo and dispose concrete base approximately 550 sq.ft 4" depth (New Temple) - Excavate and dispose EWF approximately 1,700 sq.ft 12" depth (New Temple) - Provide and install approximately 2,233 sq ft of 9" crushed miscellaneous base compacted to 90% (New Temple) - Demo and remove 1533 sf of chunk rubber at 5" depth (Shively) - Provide and install 1533 sf of base at 1.5" depth, compacted to 90% (Shively) - Remove existing 1500 sf of pip at 4" depth (Akitoi) Pit 1 - Provide and install 1500 sf of base at 2" depth, compacted to 90% (Akitoi) Pit 1 - Demo and remove 350 sf of rubber at 4" depth (Akitoi) Pit 2 - Provide and install 350 sf of base at 2" depth, compacted to 90% (Akitoi) Pit 2 - Demo and remove 904 sf of woodchips 12" depth to 14" below grade (Akitoi) Pit 3 - Provide and install 904 sf of base at 12" depth compacted to 90% (Akitoi) Pit 3 - Demo and remove 12 x 7' concrete ramp (Akitoi) Pit 3 - Demo and remove 817 sf of Ewf at 12" depth to 14" below grade (Akitoi) Pit 4 - Demo and remove 391 sf of pip at 2" depth (Akitoi) Pit 4 - Provide and install 817 sf of base at 12" depth, compacted to 90% (Akitoi) Pit 4 - Demo and remove existing 17' x 6' concrete ramp (Akitoi) Pit 4 - Demo and remove 320 sf of woodchips 12" depth to 14" below grade (Akitoi) Pit 5 - Provide and install 320 sf of base at 12" depth, compacted to 90% (Akitoi) Pit 5 - Demo and remove 10 x 76' concrete ramp (Akitoi) Pit 5 - Remove and dispose spoils.	\$101,895.00	\$101,895.00
1	INSTALL	Install - Continued Sitework and Add Alt- - Includes temporary construction fencing on stands; 300'LF for Mary Van Dyke and 225'LF for New Temple and 150'LF for Shively(windscreen/sand bags not included) - Price based on work to be done at both locations concurrently. - Based on good access for equipment. - Prevailing wages. - Price includes one (1) move-on only Add Alt: Site Work:Akitoi Park Pit 6 \$4.988 - Demo/remove existing tiles for 775 sqft - Price only valid with award of total scope; work to be done concurrently at all other areas** - Based on good access for equipment. - Prevailing wages. - Price includes one (1) move-on only		
1	BOND	GameTime - Payment and Performance Bond	\$6,380.00	\$6,380.00
Contract: OMNIA #2017001134			Sub Total	\$423,197.60
			Grant	(\$22,831.50)
			Material Surcharge	\$10,528.29
			Estimated Freight	\$6,598.62
			Tax	\$6,415.35
			Total	\$423,908.36





GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

10/06/2022
Quote #
102465-01-09

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Comments

Your Sales Rep is Brandon Seitz at 805-910-5971. Please reach out to Brandon if you should have any questions.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

*****Pricing is based on Grant 2022 pricing. Orders MUST be place before November 1, 2022, and MUST be shipped by December 31, 2022 to qualify for Grant Pricing.**

*****Not all equipment is eligible for Grant Pricing.**

Any orders placed after November 1, 2022 will be subject to 2023 pricing.

****Material Surcharge reflects raw material price increase****

Ship to:
1009 N Batavia St
Orange, CA 92867

Site address:
1450 Lidcombe Ave
South El Monte, CA 91733

*Freight charges are based on listed zip code and are subject to change, if shipping information changes.

Prevailing Wage

Omnia #5008894



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Remit Payment to:

GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships.
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under \$5,000 require payment with order.

DIR# 1000015526 CSLB#855664

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

OMNIA
P A R T N E R S



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ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Purchase Amount: **\$423,908.36** Date: _____

Customer Signature

Please fill out this ORDER FORM, this is required to process the order.



City Council Agenda Report

Agenda Item No. 12.a.

DATE: October 11, 2022

TO: Honorable Mayor and Members of the City Council

APPROVED BY: Rene Salas, Interim City Manager

SUBMITTED BY: Dianna Gomez, Executive Assistant

SUBJECT: COUNCILMEMBER RICHARD ANGEL

1. Consideration of Establishing a Dog Park at the Kruse Feed Property Location.

SUMMARY:

RECOMMENDED ACTION:

FISCAL IMPACT:

DISCUSSION:

ATTACHMENT(S):

None