

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT NO. 1101149**

**CONTRACT TO PROVIDE  
AUTOMOTIVE PARTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 28<sup>th</sup> day of June 2011 (the "Effective Date"), by and between General Parts Distribution LLC d.b.a. CARQUEST Auto Parts, a limited liability company doing business in North Carolina (the "Company"), and the City of Charlotte, a political subdivision of the State of North Carolina (the "City").

**Statement of Background and Intent**

- A. The City issued An Invitation to Bid (ITB 269-2011-069) dated March 15, 2011 requesting bids from qualified firms to provide the City and other Participating Public Agencies with Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".
- B. The Company submitted a bid in response to ITB #269-2011-069 on April 28, 2011. This bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on June 27, 2011 to Company to provide Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services to the City all in accordance with the terms and conditions set forth herein.
- D. The City of Charlotte, in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Contract (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. Lead Public Agency has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

Lead Public Agency 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 affiliates Golden State Supply LLC and Straus-Frank Enterprises LLC) and any independently owned CARQUEST Auto Parts stores 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.

Any independently owned CARQUEST Auto Parts stores who desires to supply Products to Participating Public Agency's shall enter into a separate agreement with such Participating Public Agency by which such independently owned CARQUEST Auto Parts store shall agree to be bound by the terms and conditions of this Contract. Such separate agreement shall either substantially in the form of the Addendum attached hereto as Exhibit G, or in such other form as may be required by the Participating Public Agency and agreed to by the independently owned CARQUEST Auto Parts Store.

Notwithstanding the foregoing, Company shall be responsible for all payments of any Administrative Fees under the U.S. Communities Administration Agreement.

The Contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S.

Communities at [www.uscommunities.org](http://www.uscommunities.org). The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement (“MICIPA”), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Contract and the Company.

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

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

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

Exhibit A: **Discount Schedule** (as submitted by Company)

Exhibit B: **Terms and Conditions** (per ITB #269-2011-069)

Exhibit C: **Special Conditions** (per ITB #269-2011-069)

Exhibit D: **Specifications** (per ITB #269-2011-069)

Exhibit E: **Bid Response Forms**

Exhibit F: **U.S. Communities Administration Agreement**

Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Each reference to CARQUEST in the Exhibits and Appendices shall be deemed to mean the Company.

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

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

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

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

3. **TERM.**

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

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

The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth on Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor,

materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services.

5. **COMPENSATION.**

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

6. **BILLING.**

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

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (BSS/EMD)

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

7. **GENERAL WARRANTIES.**

Company represents and warrants that:

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

8. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.**

Company shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines in providing the Services, and shall obtain all necessary permits and licenses.

All Products sold by Company are subject to any manufacturer's warranty on a pass-through basis. Company relies upon the manufacturer's warranty and does not provide separate warranties. Company shall act in the best interest of the City in processing and assisting with all manufacturer's warranty claims that may exist with respect to any product supplied to the City. All Products sold by Company shall be subject to the following: The manufacturer's warranty, if any, constitutes the only warranty with respect to the sale of all goods. **SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Seller does not authorize any person to grant any warranty or assume any liability by Seller.

9. **TERMINATION.**

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

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

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

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

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

- 9.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this

Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

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

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

9.5 *OBLIGATIONS UPON EXPIRATION OR TERMINATION.* Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

9.6 *NO SUSPENSION.* In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

9.7 *AUTHORITY TO TERMINATE.* The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

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

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

11. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such

parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

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

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

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

13. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
14. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
15. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

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

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

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

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

<b>For The Company:</b>	<b>For The City:</b>
Laura Payne	Karen Ruppe
General Parts Distribution LLC	Procurement Services Division
P.O. Box 26006	600 East Fourth Street
Raleigh, NC 27611	Charlotte, NC 28202
Phone: 919.573.3004	Phone: 704.336.2992
Fax: 954.383.2369	Fax: 704.632.8254
E-mail: laura-payne@carquest.com	E-mail: kruppe@ci.charlotte.nc.us
<b>With Copy To:</b>	<b>With Copy To:</b>
General Parts Distribution LLC	Cindy White
Attn: General Counsel	Senior Assistant City Attorney
2635 E. Millbrook Road	600 East Fourth Street
Raleigh NC 27604	Charlotte, NC 28202
	Phone: 704-336-3012

	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

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

17. **MISCELLANEOUS**

- 17.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and Bids, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 17.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Key Business Executive, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 17.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 17.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in **Section 17.8** constitutes an assignment.
- 17.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 17.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for Bids, and may identify the City as a customer in presentations to potential customers.
- 17.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.



- 17.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 17.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 17.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 17.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
18. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
19. **CONFIDENTIALITY.**
- 19.1 **DEFINITIONS.** As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 19.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 19.1.2. *Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”*
- 19.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
- 19.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen. Stat.*

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

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

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

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

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

- 19.2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 19.2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of

performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

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

- 19.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

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

General Parts Distribution LLC

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

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

ATTESTED:

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

**CITY OF CHARLOTTE**

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

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

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

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

**FINANCE DEPARTMENT**

**CITY OF CHARLOTTE**

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

Signature

**APPROVED AS TO INSURANCE REQUIREMENTS:**

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

**Exhibit A**  
**Discount Schedule as Submitted by Company**

## **Exhibit B**

### **Terms and Conditions**

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

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

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

**4.2 Terms of Contract:**

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

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

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

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

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

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

**Exhibit B**  
**Terms and Conditions**

**4.7 Quality:** Subject to Section 4.32 below, unless this Invitation to Bid specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Invitation to Bid shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By “new”, the City means that the item has been recently produced and has not been previously sold or used.

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

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

**4.9 Preparation For Delivery:**

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

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

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

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

**4.11 Guarantee:** Subject to Section 4.32 below, if, within the manufacturer’s warranty period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Bidder at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the



**Exhibit B**  
**Terms and Conditions**

least impact to the operation of City business.

- 4.12 Manufacturer or Dealer Advertisement:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
- 4.13 Right to Cover:** If the successful Bidder fails to comply with any term or condition of the Contract or the Bidder's response to this Invitation to Bid, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from such Bidder the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Bidder's response to this Invitation to Bid.
- 4.14 Right to Withhold Payment:** If a Bidder breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Bidder until such breach has been fully cured.
- 4.15 Certification of Independent Price Determination:** By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (A) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
  - (B) Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid.
  - (C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- 4.16 Subcontracting:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 4.17 Compliance with Laws:** Subject to Section 4.32 below, all Services delivered under this Invitation to Bid shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the successful Bidder shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 4.18 City License Requirement:** A current City of Charlotte and/or Mecklenburg County Business License is required for a successful Bidder who either personally or through agents, solicits business within City limits; or picks up and/or delivers Products or delivers Services within City limits. All questions regarding licensing should be directed to the Business Tax Collections Office, 704-336-6315.
- 4.19 No Liens:** All Products shall be delivered and shall remain free and clear of all liens and

**Exhibit B**  
**Terms and Conditions**

encumbrances.

- 4.20 Other Remedies:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 4.21 Amendment:** No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 4.22 Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of the Contract, and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to the Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By submitting a response to this Invitation to Bid, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 4.23 Binding Nature and Assignment:** The Contract shall bind the parties and their successors and permitted assigns. Neither party may assign the Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in this Invitation to Bid shall constitute an assignment.
- 4.24 No Delay Damages:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
- 4.25 Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:
- (A) If such failure or delay:
    - 1. could not have been prevented by reasonable precaution;
    - 2. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
    - 3. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
  - (B) An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
  - (C) Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Bidder from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the successful Bidder.

**Exhibit B**  
**Terms and Conditions**

- (D) Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Bidder or its subcontractors shall not constitute “Force Majeure Events” and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Bidder of any obligation it may have regarding disaster recovery, whether under the Contract or at law.
- 4.26 Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 4.27 No Publicity:** No advertising, sales promotion or other materials of the successful Bidder or its agents or representations may identify or reference the Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the successful Bidder may list the City as a reference in responses to requests for Bids, and may identify the City as a customer in presentations to potential customers.
- 4.28 Waiver:** No delay or omission by either party to exercise any right or power it has under the Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the Contract shall be effective unless in writing and signed by the party waiving the rights.
- 4.29 Survival of Provisions:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to all definitions and a list of surviving Sections which will be included in the final Contract.
- 4.30 Change In Control:** In the event of a change in “Control” of the successful Bidder (as defined below), the City shall have the option of terminating the Contract by written notice to the successful Bidder. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in the Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the successful Bidder or (ii) the power to direct or cause the direction of the management and policies of the successful Bidder whether through the ownership of voting securities, by contract or otherwise.
- 4.31 Commercial Non-Discrimination:** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City’s website (the “Non-Discrimination Policy”). As a condition of entering into this Contract the Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to

**Exhibit B**  
**Terms and Conditions**

remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

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

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

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

- 4.32** All Products sold by Company are subject to any manufacturer's warranty on a pass-through basis. Company relies upon the manufacturer's warranty and does not provide separate warranties. Company shall act in the best interest of the City in processing and assisting with all manufacturer's warranty claims that may exist with respect to any Product supplied to the City. All Products sold by Company shall be subject to the following: The manufacturer's warranty, if any, constitutes the only warranty with respect to the sale of all goods. **SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Seller does not authorize any person to grant any warranty or assume any liability by Seller.

## **Exhibit C Special Conditions**

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

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

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

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

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

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

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

**5.4 Documentation:** The successful Bidder will provide for all Products purchased under this Invitation to Bid written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

## **Exhibit C Special Conditions**

- 5.5 Design and/or Manufacturer Requirement:** All Products and Services shall meet the Specifications set forth in Section 6 and Attachments 1 and 2 of this ITB.
- 5.6 Contract Monitoring:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the successful Bidder shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
- 5.7 Site Visit:** At the option of the City, a plant and facility inspection may be required as described under **Section 4.8** of this Invitation to Bid.
- 5.8 Reporting:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
- 5.9 Audit:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
- 5.10 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

## **Exhibit D Specifications**

### **6.1 Scope of Work**

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

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

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

### **6.1 General Requirements**

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

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

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

### **6.2 Pricing.**

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

## **Exhibit D Specifications**

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

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

### **6.3.1 Sample Products List.**

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

### **6.3.2 Catalog Price Lists.**

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

### **6.3.3 Pricing Incentives and Rebates.**

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

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

### **6.3.4 Price Adjustments.**

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



## **Exhibit D Specifications**

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

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

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

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

### **6.5 Electronic Commerce.**

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

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

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

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

1. Ability to sort the history of purchases by product type (i.e. belts, emissions, engine, etc.), by account, or ship-to location;
2. Ability to produce recycled products purchased reports;
3. Bids must include sample reports for a current government customer that demonstrates these reporting capabilities.

## **Exhibit D Specifications**

### **6.5.3 Billing capabilities.**

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

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

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

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

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

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

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

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

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

- Smaller more frequent deliveries;
- Maintaining pre-determined inventory levels (based on min/max levels); and
- On-line ordering and designated personnel to "share" inventory data for availability and delivery information.

## **Exhibit D Specifications**

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

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

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

## Exhibit D Specifications

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

City of Charlotte AP  
PO BOX 37979  
Charlotte, NC 28237-7979

Or PDF email to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov)

**(Either Mail or email invoices: Do Not Do Both)**

\*\*Failure to implement and properly execute the invoicing processes listed above may delay payment, affect purchasing/ordering decisions, and may result in termination of the contract or other action at the sole discretion of the City.

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

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

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

### 6.13 New Products and Services

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

### 6.14 Literature

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

## **Exhibit D Specifications**

### **6.15 Warranty**

Subject to Section 4.32 all Products provided under this ITB shall be covered by the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance.

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

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

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

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

### **6.16 Additional Warranties.**

Subject to Section 4.32, the Company shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.

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

Subject to Section 4.32, if, within the manufacturer's guarantee period any defects occur due to faulty Products and/or Services, the Company at their expense shall repair or adjust the condition, or replace the Products and/or Services to the satisfaction of the City. These repairs, replacements, or adjustments shall be made only at such time as the City designates to ensure the least impact to the operation of the City.

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

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

### **6.17 Inventory.**

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

The City reserves the right to acquire needed parts and components from alternate sources if the successful Bidder is unable to provide the required Products in a timely manner. Backorder and

## **Exhibit D Specifications**

delivery reports and other methods deemed appropriate shall be requested by the City from time to time to monitor the Company's performance and compliance to the subsequent contract. Poor performance with respect to the Product availability, or any other requirements of the Contract, shall constitute grounds for immediate termination of the Contract between the City and the Company.

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

### **6.18 Training.**

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

### **6.19 References.**

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

### **6.20 Samples.**

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

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

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

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

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

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

**Exhibit E**  
**Bid Response Forms**

## Exhibit G

### ADDENDUM

This Addendum (this "Addendum") is made and entered into and is effective this [00] day of [Month], 201[] (the "Effective Date"), by and between [Independently owned CARQUEST Auto Parts Store's Legal Name] a [Type of company/corporation] organized and existing under the laws of the state of [State Name] ("CARQUEST Auto Parts Store"), and [Participating Public Agency Legal Name] (the "Participating Public Agency").

### RECITALS

- A. The City of Charlotte issued An Invitation to Bid (ITB 269-2011-069) dated March 15, 2011 requesting bids from qualified firms to provide the City and other Participating Public Agencies with Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services hereafter referred to as ("Products").
- B. General Parts Distribution LLC submitted a bid in response to ITB #269-2011-069 on April 28, 2011.
- C. The City of Charlotte awarded a contract on June 27, 2011 to General Parts Distribution LLC to provide Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Services to the City (the "Contract").
- D. The City of Charlotte, in cooperation with the U.S. Communities Government Purchasing Alliance (herein "U.S. Communities"), and on behalf of other public agencies that elect to access the Contract, including the Participating Public Agency, competitively solicited and awarded the Contract to General Parts Distribution LLC. The CARQUEST Auto Parts Store desires to enter into this Addendum by which it agrees to be bound by the terms and conditions of the Contract to supply Products to the Participating Public Agency.

The City of Charlotte 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 Agency. The CARQUEST Auto Parts Store shall deal directly with the 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.

Notwithstanding the foregoing, General Parts Distribution LLC shall be responsible for all payments of any Administrative Fees under the U.S. Communities Administration Agreement.

The Contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists. Participating Public Agencies are required to register on-line with U.S. Communities at [www.uscommunities.org](http://www.uscommunities.org). The registration allows the Participating Public Agency to enter into a Master Intergovernmental Cooperative Purchasing Agreement ("MICIPA"), which is intended to allow the Participating Public Agencies to meet applicable legal requirements and facilitate access to the Contract and the Company.

### AGREEMENT

1. **Effect of Addendum.** This Addendum is made for the purpose of supplementing the Contract, and in some, instances amending and/or superseding certain of the provisions of the Contract. This Addendum takes the place of and supersedes those portions of any articles, sections or paragraphs of the Contract that deal with the same subject matters provided for in this Addendum and if provisions of this Addendum and the Contract conflict, the provisions of this Addendum will control. For purposes of this Addendum, any reference to the Contract shall be deemed to include any and all exhibits, attachments and supplements thereto. Capitalized terms used in this Addendum shall have the meanings ascribed to them in the Contract, unless otherwise defined herein.
2. **Applicability of the Contract.** CARQUEST Auto Parts Store hereby acknowledges and agrees that sales of Products to the Participating Public Agency are subject to the Contract, and the CARQUEST Auto Parts Store agrees to the covenants, representations, warranties, obligations, terms and conditions in the Contract, except such



## Exhibit G

terms or conditions as are amended or superseded by this Addendum. As used in the Contract, the term "Company" shall include the CARQUEST Auto Parts Store, provided that Participating Public Agency will look to the CARQUEST Auto Parts Store for performance of the contract created by this Addendum.

3. **Administration Agreement.** Notwithstanding the foregoing, General Parts Distribution LLC shall be responsible for all payments under the U.S. Communities Administration Agreement for any Administrative Fees arising from sales between CARQUEST Auto Parts Store and Participating Public Agency.

In Witness Whereof, the CARQUEST Auto Parts Store and Participating Public Agency have executed this Addendum effective as of the Effective Date.

CARQUEST Auto Parts Store Legal Name

"CARQUEST Auto Parts Store"

By: \_\_\_\_\_

Name: First and Last Name

Title: Title

Address: Street Number and Name

City, State & Zip Code

Participating Public Agency Legal Name

"Participating Public Agency"

Name: First and Last Name

Title: Title

Address: Street Number and Name

City, State & Zip Code