

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

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AGREEMENT

**36614**

THIS AGREEMENT is made and entered, in duplicate, as of June 7, 2023 for reference purposes only, pursuant to Resolution No. RES-23-0079 (the "Resolution") adopted by the City Council of the City of Long Beach at its meeting on June 6, 2023, by and between QUINN COMPANY, a California corporation ("Vendor"), with a place of business located at 10006 Rose Hills Road, City of Industry, CA 90601, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase four Caterpillar 430 backhoe loaders, with related equipment and accessories ("Equipment"); and

WHEREAS, after a competitive procurement process, Sourcewell entered into an agreement for the purchase of Equipment via Contract No. 032119-CAT with Caterpillar, Inc. ("Sourcewell Contract"); and

WHEREAS, the Vendor is an authorized distributor of Caterpillar, Inc. under the Sourcewell Contract; and

WHEREAS, Vendor has agreed to extend the terms and pricing rates established in the Sourcewell Contract to the City, as outlined in Exhibit "A", attached hereto and incorporated by this reference; and

WHEREAS, the Resolution of authorizes the City to purchase Equipment by virtue of the Sourcewell Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The Sourcewell Contract with Vendor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth herein, and the same terms and conditions contained in the Sourcewell Contract shall be applicable here except as follows:

1                   A.       Wherever the Sourcewell Contract refers to Sourcewell it shall  
2 be deemed to refer to the City of Long Beach.

3                   B.       Equipment.

4                   1.       Vendor shall sell, furnish and deliver to the City four  
5 Caterpillar 430 backhoe loaders (referred to as "Equipment") of substantially  
6 the same type and kind purchased under the Sourcewell Contract, except as  
7 modified by Exhibit "B" attached hereto and incorporated by this reference,  
8 in an amount not to exceed One Million Sixteen Thousand Five Hundred  
9 Twelve Dollars (\$1,016,512), inclusive of tax and fees. In consideration of  
10 City's payment hereunder, Vendor shall provide the Equipment.

11                   2.       City shall pay Vendor net 30 days after delivery and  
12 acceptance of the Equipment.

13                   C.       Delivery. Vendor shall ensure that the Equipment is delivered  
14 no later than the delivery date and to the delivery location specified Exhibit "B",  
15 unless otherwise agreed to by the City in writing. If at any time Vendor has reason  
16 to believe that a delivery or deliveries will not be made as agreed upon, written  
17 notice of the anticipated delay shall be given to the City.

18                   D.       Term.

19                   1.       The term of this Agreement shall begin at 12:01 a.m. on  
20 June 7, 2023, and shall terminate by completion of purchase and delivery of  
21 the Equipment, after final payment is made by the City.

22                   2.       The City may terminate this Agreement immediately  
23 upon notice to Vendor in the event of any of the following events:

24                   a.       The City fails to receive funding or appropriation  
25 from the City Council at levels sufficient to pay for the goods to be  
26 purchased;

27                   b.       Federal, state, or provincial laws or regulations  
28 prohibit the purchase or change the City's requirements; or

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c. Vendor commits any material breach of this Agreement or the additional terms agreed to between the parties.

E. Warranty.

1. City shall have the benefit of the manufacturer's warranties on the Equipment. Seller warrants that the Equipment is in good working order and free from defect at the time of delivery.

2. Vendor warrants that Vendor owns the Equipment and has the right to transfer title of the Equipment to City; Vendor shall defend, indemnify and hold City harmless from any breach of this warranty. City shall be entitled to all warranties provided by the manufacturer of the Equipment. All warranties shall accrue to the City of Long Beach.

F. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District.

G. Insurance. As a condition precedent to the effectiveness of this Agreement, Vendor shall procure and maintain, at Vendor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

1. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and

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completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

2. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

3. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

4. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage

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maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Vendor. Vendor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Vendor guarantees that Vendor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

Vendor shall require that all sub-contractors or contractors that Vendor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Prior to the start of performance, Vendor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Vendor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Vendor and Vendor's sub-Vendors and contractors, at any time. Vendor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Vendor, Vendor's sub-Vendors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Vendor's performance or as full

1 performance of or compliance with the indemnification provisions of this Agreement.

2 2. Assignment. Neither this Agreement nor any money that becomes due  
3 to Vendor under this Agreement may be assigned by Vendor without the prior written  
4 consent of the City. Any attempted assignment or delegation shall be void, and any  
5 assignee or delegate shall acquire no right or interest by reason of such attempted  
6 assignment or delegation. Furthermore, Vendor shall not subcontract any portion of the  
7 performance required hereunder without the prior written approval of City.

8 3. Notices. Any notice given under this Agreement shall be in writing and  
9 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
10 delivered or mailed to Vendor at the relevant address first stated above, and to the City at  
11 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
12 shall be deemed given three days after deposit in the mail.

13 4. Taxes. Vendor shall cooperate with the City in all matters relating to  
14 self-accrual of use tax. Vendor shall contact the City Treasurer for additional information  
15 regarding self-accrual.

16 5. Miscellaneous.

17 A. The terms appearing on the Sourcewell Contract are  
18 incorporated in this Agreement.

19 B. To the extent that the Sourcewell Contract and this  
20 Agreement are inconsistent, the following priority shall govern: (1) this Agreement  
21 and (2) the Sourcewell Contract.

22 C. This Agreement, including Exhibits, constitutes the entire  
23 understanding between the parties and supersedes all other agreements, oral or  
24 written, or preprinted terms and conditions of the Purchase Order to the extent  
25 they are inconsistent with this Agreement, with respect to the subject matter  
26 herein.

27 D. This Agreement, including Exhibits, shall not be amended,  
28 nor any provision or breach hereof waived except in a writing signed by the parties

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which expressly refers to this Agreement.

E. In connection with performance of this Agreement and federal laws, rules and regulations, Vendor shall not discriminate in employment or in the performance of this Agreement on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

F. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

G. The acceptance of any Equipment or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

H. Termination of this Agreement shall not affect rights or liabilities of the parties which accrued prior to termination and shall not extinguish any warranties.

I. Vendor shall not use the name of City, its officials or employees in any advertising or solicitation for business nor as a reference without the prior written approval of City's City Manager.

J. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

K. In performing hereunder, Vendor is and shall act as an independent contractor and neither Vendor nor its employees, agents, suppliers or subcontractors shall act as or be deemed employees, representatives or agents

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of City.

L. Vendor shall comply with all applicable federal, state and local laws and regulations during performance hereunder.

M. The terms and conditions of this Agreement are severable. If any term or condition is held invalid, void or unenforceable, the remaining terms and conditions shall be given effect.

N. The division of provisions hereof into sections and the captions on those sections is for convenience only and shall not be considered in construing this Agreement.



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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

QUINN COMPANY, a California corporation

June 7, 2023, 2023

By Michelle Locke  
Name Michelle Locke  
Title CFO

\_\_\_\_\_, 2023

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Vendor"

CITY OF LONG BEACH, a municipal corporation

June 23, 2023

By Sandra J. Jabum  
City Manager EXECUTED PURSUANT  
TO SECTION 301 OF  
"City" THE CITY CHARTER.

This Agreement is approved as to form on June 22, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511

CERTIFICATE OF INCUMBENCY

The undersigned, Secretary of Quinn Company, a California corporation (hereinafter "Corporation"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting Secretary/Assistant Secretary of the Corporation and is charged with maintaining the records, minutes, and seal of the Corporation.
2. That pursuant to the Corporation's Bylaws, as amended, the following named person(s) was/were designated and appointed to the office(s) indicated below, and that said person(s) does/do continue to hold such office(s) at this time, and the signature(s) set forth opposite the name(s) are genuine signatures.

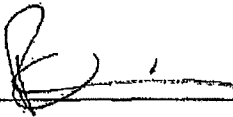
NAME, SIGNATURE, and TITLE

<u>Parker Quinn</u>		<u>President, Chief Executive Officer, Secretary</u>
<u>Spencer Quinn</u>		<u>Executive Vice President, Region Ops., Asst. Sec.</u>
<u>Henry Quan</u>		<u>Executive Vice President</u>
<u>Paul Lucini</u>		<u>Vice Chairman, Assistant Secretary</u>
<u>Michelle Locke</u>		<u>CFO, Vice President, Treasurer, Assistant Secretary</u>
<u>Brian McDaniel</u>		<u>Vice President, Metro Region</u>
<u>Jim Sands</u>		<u>Vice President, Quinn Rental Services</u>
<u>Kris Paluzzi</u>		<u>Assistant Secretary</u>

3. That pursuant to the Corporation's Bylaws, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the person(s) designated to serve in the above-titled capacity was/were given sufficient authority to act on behalf of and to bind the Corporation with respect to transactions involving the operational transactions of the Corporation and that the execution by said person(s) of documents related to such transactions, including without limitation Master Agreements, Quotes, Service Agreements and other documents between customers, vendors and/or other third parties and the Corporation thereto, constitute a legally binding and enforceable obligation of the Corporation.

4. That pursuant to the Corporation's Bylaws, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Corporation and that he/she has so executed this certificate and set the seal of the Corporation this

11th day of May, 2023.

Signature:  (SEAL)

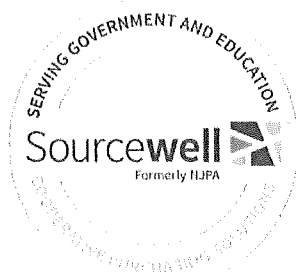
Name: Parker Quinn

Title: Secretary



# EXHIBIT A

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**Sourcewell<sup>SM</sup>**

Formerly the National Joint Powers Alliance (NJPA)

**REQUEST FOR PROPOSAL**

for the procurement of

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,  
ATTACHMENTS, AND SUPPLIES**

**RFP Opening**

March 22, 2019 |

8:30 a.m. Central Time

At the offices of Sourcewell

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #032119**

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@sourcewell-mn.gov](mailto:RFP@sourcewell-mn.gov). Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

**RFP Timeline**

<b>January 31, 2019</b>	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: <a href="http://www.sourcewell-mn.gov/compliance-legal/oregon-advertising">www.sourcewell-mn.gov/compliance-legal/oregon-advertising</a> and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
<b>March 5, 2019 10:00 a.m. CT</b>	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
<b>March 14, 2019</b>	Deadline for RFP questions.
<b>March 21, 2019 4:30 p.m. CT</b>	Deadline for Submission of Proposals. Late responses will be returned unopened.
<b>March 22, 2019 8:30 a.m. CT</b>	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at [james.voelker@sourcewell-mn.gov](mailto:james.voelker@sourcewell-mn.gov) or 218-895-4191.

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## 1 DEFINITIONS

### A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's Sourcewell contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

## 2 ADVERTISEMENT OF RFP

**2.1** Sourcewell advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on Sourcewell's website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** Sourcewell also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## 3 INTRODUCTION

### A. ABOUT SOURCEWELL

**3.1** Sourcewell, formerly the National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, Sourcewell facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov).

**3.3** Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at [www.sourcewell-mn.gov/compliance-legal](http://www.sourcewell-mn.gov/compliance-legal).

**3.5.1** For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

**3.5.2** For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH



sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Sourcewell member agencies.

**3.6.2** Sourcewell contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

### D. THE INTENT OF THIS RFP

**3.10. National contract awarded by Sourcewell:** Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

**3.11** Beyond our primary intent, Sourcewell further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

**3.12 Exclusive or Multiple Awards:** Based on the scope of this RFP and on the responses received, Sourcewell may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of Sourcewell Members; in other situations, multiple vendors may be in the best interests of Sourcewell and the Sourcewell Members and preferred by Sourcewell to provide the widest array of solutions to meet the member agency's needs. Sourcewell retains sole discretion to determine which approach is in the best interests of Sourcewell Member agencies.

**3.13 Non-Manufacturer Awards:** Sourcewell reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of Sourcewell and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by Sourcewell, Proposers must document their authority to offer those products and/or services.

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## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES.**

**3.17 Additional Scope Definitions:** In addition to **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES,** **this solicitation should be read to include, but not to be limited to:**

**3.17.1** Subject to section 3.17.2 below, the following types of heavy construction equipment: wheeled, tracked, and backhoe loaders, motor graders, wheeled and tracked excavators, bulldozers, compactors, scrapers, articulated and rigid haulers, cranes, highway-class asphalt pavers, screeds, pavement milling machines, and rollers.

**3.17.2** A Proposer must meet **at least one** of the following four requirements to be considered within scope of this solicitation. For purposes of Section 3.17.2 and its subsections, the term “published” means that the information is readily available through the proposer’s printed literature or website and that the proposer has verified the accuracy of the information:

**3.17.2.1** At least one wheel loader with published net horsepower (HP) of at least 330 HP, and a crawler excavator with published net HP of at least 500 HP and maximum operating weight of at least 150,000 lbs.

**3.17.2.2** At least one motor grader with a published maximum operating weight of at least 30,000 lbs.

**3.17.2.3** At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

**3.17.2.4** At least one highway-class asphalt paver with a published maximum operating weight of at least 19,000 lbs.

**3.17.3** Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.

**3.17.3.1** This solicitation should **NOT** be construed to include any of the following:

- a. Construction services
- b. Equipment accessory, attachment and supply only solutions, or
- c. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
  - i. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #042815)
  - ii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
  - iii. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
  - iv. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
  - v. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
  - vi. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)

**3.18 Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by Sourcewell.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

**3.23 Sole Source of Responsibility-** Sourcewell desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Sourcewell also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.23.3** Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

**3.23.3.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.23.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

**3.23.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet Sourcewell Members’ needs.

**3.23.3.4 Proven – Accepted – Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members’ needs.

**3.23.4** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.24 Geographic Area to be Proposed:** This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.25 Contract Term:** At Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

**3.25.1** Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.26 Minimum Contract Value:** Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

**3.27 [This section is intentionally blank.]**

**3.28 Contract Availability:** This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.28.1** With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

**3.28.2** For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

**3.29 Proposer’s Commitment Period:** In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.30 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

**3.30.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.30.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause Sourcewell to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.30.2.1** demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

**3.30.2.2** Identify the equipment/products and services being proposed as applicable to the needs and expectations of Sourcewell Member agencies; and

**3.30.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

**3.31 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

**3.32 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.33 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

**3.34 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by

industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

**3.35 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS-BASED SOLICITATION

**3.36** The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.

**3.37** While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. Sourcewell may award all of the respondent's proposal or may limit the award to a subset of the proposal.

## 3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

### B. PRE-PROPOSAL CONFERENCE

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions are binding on the parties to an awarded contract.

### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to Sourcewell. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and Sourcewell.

### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

**4.6** Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

#### E. PROPOSAL FORMAT

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to “Sourcewell, 202 12th Street NE Staples, MN 56479.”

**4.9** All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

**4.9.1** Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

**4.9.2** Signed hard copies of all addenda issued for the RFP;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, Sourcewell’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.

**4.12** The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

#### F. QUESTIONS AND ANSWERS ABOUT THIS RFP



**4.14** Upon examination of this RFP document, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

**4.16** If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.

**4.17** If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov) (under "Solicitations") and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

**4.20 through 4.21 [These sections are intentionally blank.]**

#### G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

#### H. PROPOSAL OPENING PROCEDURE

**4.23** Sealed and properly identified responses for this RFP entitled HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening,

the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

#### I. SOURCEWELL'S RIGHTS RESERVED

**4.24** Sourcewell may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;

**4.24.6** Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and

**4.24.9** Extend proposal due dates.

#### 5

#### PRICING

**5.1** Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$200 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by Sourcewell.

**5.3** Regardless of the payment method selected by Sourcewell or an Sourcewell member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

**5.4** All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

#### A. LINE-ITEM PRICING

**5.5** Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

**5.6** All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

**5.8** Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

**5.9** All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

#### B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**5.11** This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and

service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

**5.19** [This section is intentionally blank.]

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

#### H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

**5.30** Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

**5.32** The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

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**5.35.1** *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2** *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37** [These sections are intentionally blank.]

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43 [These sections are intentionally blank.]**

K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47 [These sections are intentionally blank.]**

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50 [These sections are intentionally blank.]**

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.

**5.53** Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## A. PROPOSAL EVALUATION PROCESS

**6.1** The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

**6.2** Sourcewell uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

## B. PROPOSER RESPONSIVENESS

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

**6.6.1** is received before the deadline for submission or it will be returned unopened;

**6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

**6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;

**6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

**6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may

help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

#### C. PROPOSAL EVALUATION CRITERIA

**6.8** Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

#### D. OTHER CONSIDERATIONS

**6.10** In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

**6.12** [This section is intentionally blank.]

**6.13** Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.



**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** Sourcewell reserves the right to reject any or all proposals.

#### E. COST COMPARISON

**6.16** Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the "Market Basket" from all appropriate product categories as determined by Sourcewell.

#### F. MARKETING PLAN

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**6.19** Sourcewell marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of

Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

**6.19.7** A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** \$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

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## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell’s Members.

**6.28 [This section is intentionally blank.]**

## I. ADMINISTRATIVE FEES

**6.29** Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a

Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge Sourcewell Members more than permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of Sourcewell's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.29.6** [This section is intentionally blank.]

**6.30 through 6.32** [This section is intentionally blank.]

## J. VALUE-ADDED ATTRIBUTES

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in Sourcewell's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

#### K. WAIVER OF FORMALITIES

**6.39** Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

### 7 POST-AWARD OPERATING ISSUES

#### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

#### B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

**7.7** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

#### C. REPORTING OF SALES ACTIVITY

**7.8** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.8.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

#### D. AUDITS

**7.9** Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

#### E. HUB PARTNER

**7.10 Hub Partner:** Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.11 Hub Partner Fees:** Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the

Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [Sourcewell Member name].”

#### F. TRADE-INS

**7.12** The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the Sourcewell purchase price identified in a purchase order issued pursuant to any Awarded Sourcewell procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

**7.13** The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

**7.14** Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

**7.14.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

**7.14.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

**7.14.3** Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;

**7.14.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;

**7.14.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;

**7.14.6** The Vendor fails to properly report quarterly sales;

**7.14.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcewell contract launch.

**7.15** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.16** Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

**7.17** Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

## **8 GENERAL TERMS AND CONDITIONS**

### **8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

### **B. APPLICABLE LAW**

**8.2 [This section is intentionally blank.]**

**8.3 Sourcewell Compliance with Minnesota Procurement Law:** Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7 [This section is intentionally blank.]**

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.



**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

#### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website ([www.sourcewell-mn.gov](http://www.sourcewell-mn.gov)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### D. LIST OF PROPOSERS

**8.13** Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP,

the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

**8.16 [This section is intentionally blank.]**

G. ENTIRE AGREEMENT

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

I. LICENSES

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

K. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

#### L. PROTESTS OF AWARDS MADE

**8.25** Any protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### M. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

#### O. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### P. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

#### Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS; AIRPORT IMPROVEMENT PROGRAM PROVISIONS

**8.31** Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

**8.32** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

**8.33** Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**8.34** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

**8.35** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

**8.36** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

**8.37** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

**8.38** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).

Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

**8.39** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**8.40** Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**8.41** Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**8.42** Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**8.43** Buy American Provisions Compliance. To the extent applicable, Proposer agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

**8.44** Title VI Solicitation Notice. Sourcewell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**8.45** Trade Restriction Certification. To the extent applicable, Proposer will comply with the provision in 49 U.S.C. § 50104 regarding certification and notice requirements for firm ownership or control by one or

more citizens of a foreign country listed by the Office of the United States Trade Representative as discriminating against U.S. firms.

**8.46** Procurement of Recovered Materials. To the extent applicable, Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

**8.47** Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

**[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]**

**Form A**



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person Sourcewell should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

***Please answer and submit the electronic version of the questions below in Microsoft Word®*** This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.



### **Industry Recognition & Marketplace Success**

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.  
b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

---

### **Marketing Plan**

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

**Value-Added Attributes**

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 33) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

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

**Form B**



**PROPOSER INFORMATION**

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company's primary contact person for this proposal?**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



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

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer’s response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

**Proposer’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Sourcewell’s clarification on exceptions listed above:**

**Contract Award**  
**RFP #032119**



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

CAGE Code/DUNS: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-XXX

Proposer's full legal name: TBD

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be MM DD, YYYY and will expire on MM DD, YYYY (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

\_\_\_\_\_  
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

\_\_\_\_\_  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 032119-XXX

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

**Vendor Name** \_\_\_\_\_

**Authorized Signatory's Title** \_\_\_\_\_

\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on \_\_\_\_\_, 20\_\_

Sourcewell Contract # 032119-XXX



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

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

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

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

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

E-mail Address: \_\_\_\_\_

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

Authorized Name (printed): \_\_\_\_\_

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

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_





**Form G**

**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

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

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

**Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind

that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
  - \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.
- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.
- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

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### **Industry-Specific Questions**

- 19) Describe any industry-specific quality management system certifications obtained by your organization.
- 20) Describe any environmental management system certifications obtained by your organization.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

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



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required – Flash Drive or CD
	Form A: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E: Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by Sourcewell	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound		
	Package containing your proposal labeled and sealed with the following language: <b>“Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX”</b>		
	Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 <sup>th</sup> St NE, PO Box 219 Staples, MN 56479		

## 11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

### **Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

### **Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

Adding  
Products/Services  
vices

Deleting  
Products/Services

Price Increase

Price Decrease

SOURCEWELL CONTRACT  
NUMBER:

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes                       No

**Section 5. Signatures**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Jeremy Schwartz  
Sourcewell Director of Cooperative Contracts and Procurement/CPO

\_\_\_\_\_  
Date



## Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

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

<http://nces.ed.gov/globallocator/>

[https://www.census.gov/2010census/partners/pdf/FIPS\\_StateCounty\\_Code.pdf](https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf)

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

Oregon

Hawaii

Washington





Appendix B - Political Subdivision List for HI, ID, OR, SC, UT, WA

Hawaii	Iowa	Oregon	South Carolina	Utah	Washington
Hawaii County	Adair County	Baker County	Ablettville County	Beaver County	Adams County
Maui County	Barneok County	Benton County	Aiken County	Box Elder County	Austin County
Municipality	Blair Lake County	Central Oregon Intergovernmental Council	Affton's County	Cade County	Benton County
City and County of Honolulu	Benevise County	Clackamas County	Anderson County	Carlin County	Chelan County
Higher Education	Bingham County	Clatsop County	Anderson County	Diggett County	Clallam County
Hawaii Community College	Blaine County	Columbia County	Beaufort County	Davis County	Clark County
Honolulu Community College	Boile County	Cook County	Berkley County	Deshare County	Columbia County
University of Hawaii	Bonnee County	Carroll County	Calhoun County	Emery County	Cowlitz County
University of Hawaii Research Corporation	Bonville County	Cass County	Catawba Regional Council of Governments	Five County Association of Governments	Douglas County
Windward Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Ferry County
Education (K-12)	Bute County	Douglas County	Charleston County	Grant County	Garfield County
Highland Schools	Camas County	Clatsop County	Charleston County	Grant County	Grant County
Kamehameha Schools	Canyon County	Clatsop County	Charleston County	Iron County	Grays Harbor County
Special District	Caribou County	Clatsop County	Charleston County	Juab County	Island County
Hawaii Community Development Authority	Carroll County	Clatsop County	Charleston County	Jefferson County	Jefferson County
Hawaii Public Housing Authority	Cass County	Clatsop County	Charleston County	Morgan County	King County
Hawaii Tourism Authority	Clark County	Clatsop County	Charleston County	King County	King County Districts' Association
Honolulu Authority for Rapid Transportation	Clatsop County	Clatsop County	Charleston County	Lincoln County	Kingston County
Natural Energy Laboratory of Hawaii Authority	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County
State	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County
Hawaii Department of Accounting and General Services	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County
Hawaii Department of Finance and Administration	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County
Hawaii Department of Health	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County
Hawaii Employee Union Health Benefits Trust Fund	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County
Hawaii Health Systems Corporation	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County
State of Hawaii	Clatsop County	Clatsop County	Charleston County	Lincoln County	Lincoln County







Hawai

Alaska  
 Kenai Water and Sewer District  
 Nali Highway District  
 Nali Rural Fire Protection District  
 Rury Highway District  
 Chickil Housing Authority  
 Canyon Highway District No. 4  
 Cascade Hill Fire District  
 Clifffield Rural Fire District  
 Central Fire District  
 Central District Sewer District  
 Central Shoshone County Water District  
 Clark County District Library  
 Clatskanie Free Library District  
 Clarkia Highway District  
 Clarkia Free Library District  
 Clearwater Fire Library District  
 Clearwater Highway District  
 Clearwater Soil and Water Conservation District  
 Clearwater Water District  
 Consolidated Free Library District  
 Cottonwood Highway District  
 Custer Soil and Water Conservation District  
 Dutchess Fire District  
 Overish Highway District  
 Downriver Highway District  
 Downriver Spoon Lake Highway District  
 Coy Creek Cemetery Maintenance District  
 Eagle Fire Protection District  
 Eagle Sewer District  
 East Bonanza County Free Library District  
 East Bonanza County Library District  
 East Greenacre Irrigation District  
 Eastern Idaho Public Health District  
 Eastern Idaho Regional Water and Sewer Authority  
 Elk River Free Library District  
 Elmer Soil and Water Conservation District  
 Fern Highway District  
 Fern-Hund Highway District  
 Fish Haven Wastewater Abatement District  
 Fremont County District Library  
 Fredrickson Memorial Airport Authority  
 Garden Valley District Library  
 Garden Valley Fire Protection District  
 Garden Valley Recreation District  
 Gateway Fire Protection District  
 Glen Creek School District No. 17  
 Glenn County Mosquito Abatement District  
 Glenn Perry Highway District  
 Golden Gate Highway District No. 3  
 Gooding County Memorial Hospital District  
 Granite District Library  
 Grandpelle Highway District  
 Greater Reeder Water and Sewer District  
 Greater Boise Amphitheater District  
 Greater Middleton Parks and Recreation District  
 Greater Swan Valley Fire Protection District No. 2  
 Grandland Water and Sewer District  
 Harbor View Estates Water and Sewer District  
 Hayward Lake Irrigation District  
 Hayden Lake Recreational Water and Sewer District  
 Hillsdale Highway District  
 Homebush Highway District  
 Hot Sulphur Fire and Sewer District  
 Horseshoe Bend Fire Protection District  
 Idaho Soil and Water Conservation District  
 Idaho Valley Rural Fire Districts  
 Inza-Bonville's Sewer District  
 Island Park Fire District  
 Jerome Highway District  
 Jerome Recreation District  
 Jerome Rural Fire District No. 3  
 Kanawha Fire Protection District  
 Kaviah Highway District  
 Keithton Water District  
 Ketchikan Rural Fire Protection District  
 Kibbe Home Highway District  
 Kingston Water District  
 Kootenai County Water District No. 3  
 Kootenai Paddyway Sewer District  
 Kootenai-Shoshone Soil and Water Conservation District  
 Kona Library District  
 LaGrange Water District  
 Lakes Highway District  
 Lake County Library District  
 Lake Soil and Water Conservation District  
 Lamb Soil and Water Conservation District  
 Leukonia District Irrigation District  
 Lewiston-Neer Forest County Regional Airport Authority  
 Lincoln County Recreation District  
 Little Blaine Ranch Water District  
 Littlewood River Library District  
 Island Butte Library District  
 Lost River Highway District  
 Lodi Water and Sewer District  
 Makay Free Library District  
 Madison Library District

Oregon  
 Gaston School District 5117  
 Gevoni School District  
 Gresham School District  
 Grant County Education Service District  
 Grant School District No. 3  
 Grants Pass School District No. 7  
 Greater Albany Public School District #1  
 Harney School District No. 66  
 Harriburg School District No. 7  
 Harney Education Service District  
 Hood River County School District  
 Huntington School District No. 140  
 Inbeter School District No. 11  
 International Education Service District  
 Irwin School District #2  
 Jackson County School District No. 3  
 Jackson Education Service District  
 Jefferson County School District No. 509-P  
 Jewell School District  
 John Day School District No. 3  
 Jordan Valley School District No. 9  
 Joseph School District No. 6  
 Junction City School District No. 69  
 Klamath County School District  
 Klamath Falls City Schools  
 Knappa School District  
 Lake County School District No. 1  
 Lake County School District No. 7  
 Lakeview Highway District  
 Lakeview Wastewater Abatement District  
 Lane County District Library  
 Lincoln Memorial Airport Authority  
 Lincoln Valley District Library  
 Lincoln Valley Fire Protection District  
 Lincoln Valley Recreation District  
 Gateway Fire Protection District  
 Lewis and Clark School District No. 17  
 Lowell School District No. 71  
 Madison School District No. 32  
 Malheur School District No. 73  
 Malheur National Hospital District  
 Malheurville School District No. 40  
 Malheur School District No. 549C  
 Malheur-Freewater School District No. 7  
 Malheur School District No. 55  
 Malheur River School District  
 Manzanita School District  
 Marion County School District  
 J.K. Angel School District  
 Malheur Education Service District Consortium  
 Marath-Kit-Haz School District No. 56  
 Marbut Valley School District No. 101  
 Marion County Schools  
 Newburg School District No. 281  
 North Bend School District No. 11  
 North Central Education Service District  
 North Clackamas School District No. 12  
 North Lake School District  
 North Marion School District No. 15  
 North Santiam School District No. 29  
 North Wasco County School District No. 21  
 NorthWest Regional Education Service District  
 Nyssa School District No. 28  
 Odell School District  
 Olney School District No. 76  
 Olinville School District No. 8C  
 Oregon City School District No. 62  
 Oregon Trail School District No. 46  
 Palmyra School District No. 11  
 Parkers School District No. 3  
 Parkview School District No. 38  
 Perryville School District No. 211  
 Philomath School District No. 177  
 Phoenix Talent School District  
 Philo-Rain School District No. 2  
 Pine Eagle School District No. 63  
 Plush School District  
 Plush School District 18  
 Port Ord-Lampolis School District No. 2C1  
 Prineville Public School District No. 1  
 Powers School District No. 31  
 Prairie City School District No. 4  
 Prospect School District

South Carolina  
 Lancaster County School District  
 Laurens County School District No. 55  
 Laurens County School District No. 56  
 Lexington County School District No. 1  
 Lexington County School District No. 2  
 Lexington County School District No. 3  
 Lexington County School District No. 4  
 Lexington-Whitney County School District No. 5  
 Marion County School District  
 Marion County School District No. 7  
 Marlboro County School District  
 McCormick County School District  
 Oconee County School District  
 Orangeburg Consolidated School District Four  
 Orangeburg County Consolidated School District No. 3  
 Orangeburg County Consolidated School District No. 5  
 Pickens County School District  
 Richland County School District No. 1  
 Richland County School District No. 2  
 Rock Hill School District No. 3  
 Saluda School District No. 1  
 South Carolina Public Charter School District  
 Spartanburg County School District No. 1  
 Spartanburg County School District No. 2  
 Spartanburg County School District No. 3  
 Spartanburg County School District No. 4  
 Spartanburg County School District No. 5  
 Spartanburg County School District No. 6  
 Spartanburg County School District No. 7  
 Sumter School District  
 Sumter School District No. 17  
 Sumter School District No. 2  
 Union County School District  
 Wayne County School District No. 1  
 Waynesboro Public Schools  
 Williamsburg County Schools  
 York School District No. 29  
 York School District No. 1

Utah  
 Central Iron County Water Conservancy District  
 Central Utah Water Conservancy District  
 Central Utah Water Conservancy District  
 Central Utah Water Conservancy District  
 Charlestown Water Conservancy District  
 Creighton Improvement District  
 Cottonwood Improvement District  
 Davis Community Housing Authority  
 Davis County Housing Authority  
 Davis Salt Lake Aerial Spray Authority  
 Duchesne County Upper County Water Improvement District  
 Duchesne County Water Conservancy District  
 Energy County Housing Authority  
 Energy County Municipal Building Authority  
 Energy County Special Service District No. 1  
 Ensign Improvement District  
 Emery Water Conservancy District  
 Englewood Improvement District  
 Frustrated Special Service District  
 Garden City Fire District  
 Grand County Housing Authority  
 Granger-Hunter Improvement District  
 Heber Valley Special Service District  
 Hooper Water Improvement District  
 Iverson Water Improvement District  
 Johnson Water Improvement District  
 Jordan Valley Water Conservancy District  
 Jordanville Special Service District  
 Juab Special Service Fire District  
 Kane County Water Conservancy District  
 Kearns Improvement District  
 Lake Park Improvement District  
 Logan City Water Authority  
 Mapper Water and Sewer Improvement District  
 Mayraha Mountain Abatement District  
 Mayraha Water District  
 Metropolitan Water District of Salt Lake and Sandy  
 Midway Improvement District  
 Midway Sanitation District  
 Midwest Area Healthcare Service District  
 Mohi-Montezuma Abatement District  
 Mount Pleasant School District No. 19  
 Mountain Green Sewer Improvement District  
 Mountain Regional Water Special Service District  
 Mountain View Special Service District  
 Mt. Olympus Improvement District  
 North Davis County Sewer District  
 North Davis Fire District  
 North Energy Water Users Special Service District  
 North Fork Special Service District  
 North Pointe-Solid Waste Special Service District  
 North Summit Fire District  
 North Toiyabe County Fire Protection District  
 North Utah Water Conservancy District  
 Rio Grande Fire District  
 Ogden Housing Authority  
 Ouray Park Water Improvement District  
 Park City Fire Service District  
 Park River Water Improvement District  
 Provo Housing Authority  
 Redwillow-Springdale Fire Protection District  
 Roosevelt City Housing Authority  
 Salt Lake City Housing Authority  
 Salt Lake City Health Abatement District  
 Sandy Suburban Special Service District  
 Sandy Suburban Improvement District  
 Sevier County Special Service District No. 1  
 Skyline Mountain Special Service District  
 Snyder-Wa-Basin Special Service District  
 Snyder-Wa-Basin Redevelopment District  
 Solid Waste Special Service District No. 1  
 South Davis Sewer District  
 South Davis Water District  
 South Ogden Fire Protection District  
 South Salt Lake Valley Mosquito Abatement District  
 South Summit Fire Protection District No. 404  
 South Utah Valley Special Service District  
 South Valley Sewer District  
 Southeastern Utah Housing Authority  
 Spanish Valley Water and Sewer Improvement District  
 St. George Housing Authority  
 Stansbury Park Improvement District  
 Sugar House Park Authority  
 Tabby Valley Park Special Service District  
 Taylorville Business Improvement District  
 Thompson Special Service District  
 Timpanogas Special Service District  
 Tumble Creek Housing Authority  
 Tropic Rural Community Water District  
 Tridell-Laport Water Improvement District  
 Utah Animal Control and Decker Special Service District  
 Gilbert-Summit Rural Water District  
 Grand Strand Water and Sewer Authority  
 Green-Rice District

Washington  
 Washington State University  
 Washington State University Vancouver  
 Washington Valley College  
 Winthrop-Washburn University  
 Whitman Community College  
 Yaluma Valley Community College  
 Education No. 213  
 Aberdeen School District No. 5  
 Adna School District No. 215  
 Allyn School District No. 17  
 Anacortes School District No. 103  
 Arlington Public Schools  
 Astoria-Astoria School District  
 Auburn School District No. 404  
 Bainbridge Island School District No. 303  
 Baker-Ground School District No. 119  
 Bellevue Christian School District  
 Bellevue School District No. 405  
 Bellevue School District No. 503  
 Berge School District No. 132  
 Bethel School District No. 409  
 Blyden School District  
 Blyden Water Improvement District  
 Bonifant School District No. 503  
 Bonifant School District No. 234  
 Bonneton School District  
 Bremerton School District No. 111  
 Brigid School District No. 75  
 Burlington School District No. 46  
 Burlington-Eaton School District No. 100  
 Camas School District  
 Cape Ferrière School District No. 401  
 Capital Region Educational Services District No. 113  
 Carbonado High School District No. 19  
 Casteja Christian School  
 Cascade School District No. 328  
 Cathlamet School District No. 122  
 Castle Rock School District No. 401  
 Central Kitsap School District No. 401  
 Central Valley School District No. 354  
 Chehalis Fire Protection District  
 Chehalis School District No. 107  
 Chelan School District No. 326  
 Cheyenne Valley Special Service District  
 Chief Leschi School System  
 Chumash School District No. 49  
 Chelan School District No. 185  
 Cle Elum-Holyton School District  
 Clewiston School District No. 400  
 Colfax School District No. 390  
 Columbia School District No. 206  
 Columbia School District No. 205, Stevens County  
 Columbia School District No. 115  
 Concrete School District No. 11  
 Conroy Canal-Adams School District No. 317  
 Coupeville School District No. 151  
 Cozzette School District  
 Creston School District No. 330  
 Curlew School District No. 50  
 Cushman School District  
 Dickinson School District No. 130  
 Dayton School District No. 207  
 Deer Park School District No. 414  
 Dieringer School District  
 Duane School District  
 East Valley School District No. 341  
 East Valley School District No. 364, Spokane County  
 Eastmont School District No. 206  
 Eatonville School District No. 404  
 Edmonds School District No. 15  
 Educational Services District No. 112  
 Ellensburg School District No. 401  
 Elma School District No. 68  
 Endicott School District No. 204  
 Entiat School District No. 218  
 Ephrata School District No. 160  
 Evart School District No. 36  
 Everett School District No. 2  
 Fergerson School District No. 114, Clark County  
 Ferngreen School District No. 205  
 Federal Way Public Schools  
 Ferndale School District No. 502  
 File School District No. 417  
 Finley School District  
 Franklin Pierce School District No. 402  
 Freeman School District No. 328  
 Gifford School District No. 328

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Marsing Rural Fire District	Rainier School District No. 13	Greenlee County Recreation District	Utah Highlands Water and Sewer Improvement District	Gilmanwood School District
McCall Fire Protection District	Rainwood School District No. 21	Greenlee County Redevelopment Authority	Utah Intergovernmental District	Goldsblende School District
McCall Memorial Hospital District	Rainwood School District No. 105	Greenlee Housing Authority	Utah Recreation District	Grand Coulee Dam School District
Meredian Cemetery Maintenance District	Region 9 Education Service District	Greenlee Transit Authority	Utah Transportation Special Service District	Grandview School District No. 200
Meredian Library District	Raymond School District No. 7	Greenwood Metropolitan District	Utah Water Conservancy District	Granger School District No. 204
Meadan Rural Fire Protection District	Raulte School District No. 70	Greer Housing Authority	United Fire Authority	Grant Park School District No. 332
Mica Edd Island Fire Protection District	Riverdale School District No. 511	Hartsville Housing Authority	Utah County Housing Authority	Granger School District No. 34
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Hall No. 1 Public Service District	Utah Public Housing Authority	Great Northern School District
Middleton Fire Protection District	Roubaix Public School	Holy Springs Fire-Rescue District	Utah Transit Authority	Green House's School District No. 103
Missoula County Fire Protection District	Salem-Kaiser Public School District No. 241	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 283
Missoula County Highway District	Santon Canyon School District No. 129	James Leland Public Service District	Wasatch County Fire District	Harrington Public Schools
Mission Water and Sewer District	Sustain Christian School	Kenmore Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 204
Mountain Home Highway District	Susopona School District No. 11	Lake's Island St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mt. Rainier Water Transportation Authority	Swain School District No. 59C	Lake City Housing Authority	Washington County Water Conservancy District	Hickman School District
Mt. Rainier Irrigation District	Swan Falls School District No. 88	Lancaster County Water and Sewer District	Water Management Service District No. 5	Hood Canal School District No. 404
Hampa Highway District No. 1	Sherman County School District	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hopkirk School District No. 411
Hampa Housing Authority	Shenwood School District No. 481	Lancaster Salt and Water Conservation District	Weber Fire District	Indianium School District No. 30
Hear Plymouth Fire District	Shiner Falls School District No. 41	Laurens Housing Authority	Weber Mosquito Abatement District	Irekaiah School District No. 28
North Blingham County District Library	Sisters School District No. 6	Leahon County Health Services District, Inc.	Weber Mosquito Conservation District	Kahului School District No. 56
North Custer Hospital District	Shulaw School District No. 87	Lehigh-Chenoweth Regional Water District	Wellsville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	South Coast Education Service District, Region No. 7	Lehigh Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Lane School District No. 463	Lomography Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 418
North Latah County Highway District	South Ureppa School District No. 19	Lugoff Fire Water Authority	State	Kennecook School District No. 17
Northwest Lakes Fire District	South Wasco County School District No. 1	Madison Housing Authority	State of Utah	Kent School District No. 145
Northside Fire District	Southern Oregon Educational Service District	Madison County Housing Authority	Utah Department of Administrative Services	Kettle Falls School District No. 212
Nitona-Parnum Highway District No. 2	Spray School District No. 1	Madison University Hospital Authority	Utah Department of Health	Stone-Renton City School District No. 52
Oakley Highway District	St. Paul School District No. 45	Madison Valley Hospital Authority	Utah State Legislature	Kilgus School District
Oakley Library District	St. Paul School District No. 19	Madison Valley Water and Sewer District	Utah State Treasurer	Kirkpatrick School District No. 402
Oberlin County Fire District	St. Paul School District No. 33	Madison Valley Water and Sewer District	Tribal	La Center School District
Oberlin County Fire District	St. Paul School District No. 45	Madison Valley Water and Sewer District	Confederated Tribes of the Goshute Reservation	La Center School District No. 411
Oregon Trail Recreation District	St. Paul School District No. 61	Madison Valley Water and Sewer District	Kanosh Band of the Paiute Indian Tribe of Utah	La Crosse School District
Outer Bay Water and Sewer District	St. Paul School District No. 139	Madison Valley Water and Sewer District	Kanaband Band of the Paiute Indian Tribe	Lake City School District No. 129
Pahoa-Haiku Health District	Sweet Home School District No. 35	Madison Valley Water and Sewer District	Northwestern Band of the Shoshone Nation	Lake Dalwell School District No. 87
Pahoa-Rural Fire Protection District	Three Rivers School District	Madison Valley Water and Sewer District	Northwestern Band of the Shoshone Nation Housing Authority	Lakeview School District No. 414
Pine Ridge Water and Sewer District	Tigard-Tillamook School District No. 231	Madison Valley Water and Sewer District	Palatine Indian Tribe of Utah	Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	Madison Valley Water and Sewer District	Shall Valley Band of Goshute Indians	Lakeview School District No. 306
Pioneer Irrigation District	Union School District No. 6	Madison Valley Water and Sewer District	The Indian Tribe	Lamont School District No. 362
Piscataway Fire Protection District	Union School District No. 8	Madison Valley Water and Sewer District		Liberty School District No. 142
Piscataway Housing Authority	Vernonia School District No. 47	Madison Valley Water and Sewer District		Lidwell School District
Piscataway-Chukchuck Aquatorium District	Willamette Education Service District No. 10	Madison Valley Water and Sewer District		Longview School District No. 112
Piedmont District Library	West Linn-Wilsonville School District	Madison Valley Water and Sewer District		Leon Lake School District No. 183
Post Falls Highway District	Willamette Education Service District	Madison Valley Water and Sewer District		Lepew Island School District No. 144
Poulsbo Regional Highway District	Willamette Education Service District No. 101	Madison Valley Water and Sewer District		Lincoln School District No. 406
Pringle Highway District	Wilson-Dillard School District No. 116	Madison Valley Water and Sewer District		Linden School District No. 150
Prairie River Library District	Woodburn School District No. 103	Madison Valley Water and Sewer District		Lindsey School District No. 307
Progressive Irrigation District	Yamhill-Carlson School District No. 1	Madison Valley Water and Sewer District		Linn County School District No. 35
Raft River Highway District	Yoncalla School District No. 32	Madison Valley Water and Sewer District		Linn County School District No. 45
Rapad River Water and Sewer District	Special District	Madison Valley Water and Sewer District		Linn County School District No. 307
Reidfield District Library	Alder Rural Fire Protection District	Madison Valley Water and Sewer District		Linn County School District No. 316
Revere Independent Water District	Amy Fire District	Madison Valley Water and Sewer District		Linn County School District No. 400
Rock Creek Fire District	Applegate Valley Fire District No. 9	Madison Valley Water and Sewer District		Linn County School District No. 305
Rockland Rural Fire District	Arch Cape Sanitary District	Madison Valley Water and Sewer District		Linn County School District No. 305
Rockwood Water District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Ross Point Water District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Sagle Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Salmon River Clinic Hospital District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Sam Duen Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Santa Fernando Water and Sewer District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Schweitzer Fire-Rescue District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Seton Irrigation District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Shelburne Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Shoshone City & Rural Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Shoshone County Fire Protection District No. 2	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Shoshone Highway District No. 2	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
South Bannock Library District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
South Blingham Sanitation District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
South Bowland Fire Protection District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
South Custer Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
South Fork Cove of Mine River Sewer District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
South Latah Highway District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Southeast Water and Sewer District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Southern Idaho Cooperative Housing Authority	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
St. Maries Fire Protection District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Star Joint Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Star Sewer and Water District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Sun Valley Water and Sewer District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Sunset Heights Water District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Targhee Regional Public Transit Authority	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Targhee Regional Public Transportation Authority	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Teton County Fire Protection District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Three Creeks Highway District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Three Mile Water District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Twin Falls Fire Protection District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Twin Falls Highway District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Twin Falls Housing Authority	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Twin Falls Rural Fire Protection District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Twin Ridge Rural Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Union Independent Highway District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Upper Ford Creek Rural Fire District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Warm Lake Recreational Water District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
Wendell Highway District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
West River Sewer District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
West Bonner Library District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305
West Bonner Water and Sewer District	Arch Cape Water District	Madison Valley Water and Sewer District		Linn County School District No. 305

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West Bend Onsite Fire District	Chickamauga People's Utility District	South Carolina Department of Revenue		Chewink School District No. 410
Western Ada Recreation District	Chickamauga Rural Fire Protection District	South Carolina General Services Division		Orbing School District No. 344
Western Elmore County Recreation District	Chisago Care Center Health District	South Carolina Office of Regulatory Staff		Oshelba School District
Wildfire Tringation District	Chisago County Housing Authority	South Carolina State Budget and Control Board		Palmades School District No. 200
Wildfire Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palmaree School District No. 301
Wildfire Rural Fire Protection District	Colburg Rural Fire Protection District	State Of South Carolina		Parson School District No. 1
Wilderness Hands Fire Protection District	Colton Fire District	Township		Petersen School District
Wisconsin Highway District	Colton Water District	Township of Grand Meadow		Petersen School District No. 50
Worley Fire District	Columbia-Cander Drainage Districts Joint Cooperating Authority	Tribal		Pe Ell School District No. 301
Worley Highway District	Columbia's Health District	Catawba Indian Nation		Prentiss School District
State	Columbia's Improvement District			Pioneer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho	Coon County Airport District			Port Townsend School District No. 50
Tribal	Coon County Library Service District			Preziosi School District No. 402-37
Coeur d'Alene Tribe	Coquille Indian Housing Authority			Priddy Fire Schools
Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prusser School District No. 116
Nix Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
Nix Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Pyralis School District No. 3
	Crooked River Rural Fire Protection District			Quincy School District No. 144
	Crooked River Ranch Special Road District			Quikens School District No. 48
	Curry Health District			Quilley Valley School District No. 402
	Curry Public Library District			Rainier School District No. 307
	Dallas Cemetery District No. 4			Rainier School District No. 307
	Dawn Menard Water District			Raymore School District No. 316
	Deer Rural Fire Protection District			Reardan School District
	Deschutes County 911 Service District			Reardon School District No. 403
	Deschutes County 911 Service District			Republic School District
	Deschutes Valley Water District			Ridgely School District No. 400
	Devils Lake Water Improvement District			Ridgely School District No. 322
	Dexter Rural Fire Protection District			Riviera School District
	Douglas County Fire District No. 4			Riverview School District No. 407
	Douglas County Housing Authority			Riverview School District
	Douglas Soil and Water Conservation District			Riverview School District No. 320
	Dukes Crossing Rural Fire Protection District			Royal School District
	DuRoi Recreation District			Salt Lake School District No. 149
	Eagle Valley Soil and Water Conservation District			Salt Lake School District No. 104
	East Fork Union District			Salt Lake School District No. 301
	East Mulmonah Soil and Water Conservation District			Salt Lake School District No. 119
	East Lincoln County Health District			Salt Lake School District No. 70
	East Valley Water District			Salt Lake School District No. 223
	Echo Rural Fire District			Salt Lake School District No. 10
	Echo-Yosemite Rural Fire Protection District No. 11			Salt Lake School District No. 309
	Emerald People's Utility District			Salt Lake School District No. 411
	Estacada Rural Fire District No. 69			Salt Lake School District
	Falunview Water District			Salt Lake School District No. 201
	Falcon Cove Beach Water District			Salt Lake School District No. 410
	Farmers Irrigation District			Salt Lake School District No. 156
	Garfield Sanitary District			Salt Lake School District No. 118
	Garrison Rural Fire District			Salt Lake School District No. 402
	Gates Rural Fire Protection District			Salt Lake School District No. 206
	Geopburg Rural Fire Protection District			Salt Lake School District
	Glenade Rural Fire Protection District			Salt Lake School District
	Glenade Sanitary District			Salt Lake School District
	Goshute Fire District			Salt Lake School District
	Government Camp Sanitary District			Salt Lake School District
	Grand Bonde Sanitary District			Salt Lake School District
	Grant County Transportation District			Salt Lake School District
	Grant Soil and Water Conservation District			Salt Lake School District
	Grants Peak Irrigation District			Salt Lake School District
	Grim Sanitary District			Salt Lake School District
	Halvick Road Special District			Salt Lake School District
	Halvick Road Rural Fire Protection District			Salt Lake School District
	Harriet Rural Fire Protection District			Salt Lake School District
	Harbor Sanitary District			Salt Lake School District
	Harbor Water Public Utility District			Salt Lake School District
	Harvey District Hospital			Salt Lake School District
	Harvey Soil and Water Conservation District			Salt Lake School District
	Hartman Rural Fire Protection District			Salt Lake School District
	Hartford Rural Fire Protection District			Salt Lake School District
	Healds Valley Water and Sewer Authority			Salt Lake School District
	Healds Valley Water District			Salt Lake School District
	Hermiston Cemetery District			Salt Lake School District
	Hermiston Fire and Emergency Services District			Salt Lake School District
	Hermiston Irrigation District			Salt Lake School District
	Hood River County Library District			Salt Lake School District
	Hood River County Library District			Salt Lake School District
	Hood River County Transportation District			Salt Lake School District
	Hood River Valley Parks and Recreation District			Salt Lake School District
	Hoodland Fire District No. 74			Salt Lake School District
	Hubbard Rural Fire Protection District			Salt Lake School District
	Ice Forests in Water District			Salt Lake School District
	Illinois Valley Rural Fire Protection District			Salt Lake School District
	Iona Rural Fire Protection District			Salt Lake School District
	Ingon Community Park and Recreation Maintenance District			Salt Lake School District
	Jackson County Airport Authority			Salt Lake School District
	Jackson County Fire District No. 3			Salt Lake School District
	Jackson County Fire District No. 5			Salt Lake School District
	Jackson County Housing Authority			Salt Lake School District
	Jackson County Library District			Salt Lake School District
	Jackson County Vector Control District			Salt Lake School District
	Jackson Soil and Water Conservation District			Salt Lake School District
	Jefferson Rural Fire Protection District			Salt Lake School District
	John Day/Canyon City Parks and Recreation District			Salt Lake School District

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Junction City Rural Fire Protection District  
 Juniper Flat Rural Fire Protection District  
 Keating Soil and Water Conservation District  
 Keller Rural Fire Protection District  
 Keno Fire Protection District  
 Kemmerle-Gibsonen Beach-Locally Beach Water District  
 Klamath County Fire District No. 3  
 Klamath County Library Service District  
 Klamath Irrigation District  
 Klamath Vector Control District  
 La Grange Rural Fire Protection District  
 La Pine Park and Recreation District  
 La Pine Rural Fire Protection District  
 La Pine Water District  
 La Pine District Hospital  
 Lake Grove Water District  
 Lakehead Fire District No. 4  
 Lane County Fire District No. 1  
 Lane Library District  
 Lane Transit District  
 Langlois Water District  
 LarPine Special Sewer District  
 Lebanon Aquatic District  
 Lebanon Fire District  
 Lewis and Clark Rural Fire Protection District  
 Liberty Irrigation District  
 Live Benton Housing Authority  
 Lookingglass Rural Fire District  
 Lone Pine Rural Fire Protection District  
 Love-Ruff Rural Fire Protection District  
 Lower Umpqua Hospital District  
 Lusted Water District  
 Madras Aquatic Center District  
 Malheur County Housing Authority  
 Malheur Rural Fire Protection District  
 Mapleton Water District  
 Marion County Fire District No. 1  
 Mariner Soil and Water Conservation District  
 McFadden Irrigation District  
 Merrill Rural Fire Protection District  
 Meto  
 McMinnville Water & Light  
 Mill County Cemetery Maintenance District  
 Middle Fork Irrigation District  
 Miles Crossing Sanitary Sewer District  
 Mill City Rural Fire Protection District  
 Milwau-Freewater Water Control District  
 Mist-Bellevue Rural Fire Protection District  
 Mohave Valley Rural Fire District  
 Molalla River Improvement District  
 Molalla Rural Fire Protection District No. 73  
 Monahan Rural Fire Protection District  
 Morrow County Health District  
 Mount St. Helens Hospital District  
 Mt. Angel Health District  
 Multnomah County Drainage District No. 1  
 Multnomah County Rural Fire Protection District No. 10  
 Multnomah County Rural Fire Protection District No. 14  
 Naska Beach-Ogden Water District  
 Nelsonville Regional Sanitary Authority  
 Nelsonville Regional Water District  
 Neshoux Rural Fire Protection District  
 Netarts Oceanwide Sanitary District  
 Netarts-Oceanwide Rural Fire Protection District  
 North Bay Rural Protection Fire District  
 North Bend City/Clatsop County Housing Authority  
 North Central Public Health District  
 North Clatsop Parks and Recreation District  
 North County Protection District  
 North Gilliam Cemetery District  
 North Gilliam County Rural Fire Protection District  
 North Lincoln Fire and Rescue District No. 1  
 North Powder Rural Fire Protection District  
 North Clatsop Irrigation District  
 North Sherman County Rural Fire Protection District  
 North Clatsop Irrigation District  
 Northeast Oregon Housing Authority  
 Northern Wasco County Park and Recreation District  
 Northern Wasco County Hospital Utility District  
 Northwest Oregon Housing Authority  
 Nyssa Road Assessment District No. 7  
 Nyssa Rural Fire Protection District  
 Oak Hill Sanitary District  
 Oak Lodge Sanitary District  
 Oak Lodge Water District  
 Oceanwide Water District  
 Oxbow West Sanitary District  
 Oregan Sanitary District  
 Oregan Library District  
 Oregon Fire Districts Association  
 Oregon Infrastructure Finance Authority  
 Oregon Trail Library District  
 Oregon Water Wonderland Unit B Sanitary District  
 Owyhee Irrigation District

Washington School District  
 Washburn School District  
 Warren Hills School District No. 209  
 Wellfleet School District  
 Wenatchee School District No. 246  
 West Valley School District No. 204, Yakima County  
 West Valley School District No. 363, Spokane County  
 White Pass School District No. 303  
 White River School District No. 216  
 White Salmon Valley School District No. 409-47  
 Whitier School District No. 200  
 Willapa Valley School District No. 350  
 Wilson Creek School District  
 Winlock School District No. 232  
 Winlock Valley School District No. 117  
 Woodland School District No. 404  
 Yakima School District No. 7  
 Yelm Community School District No. 2  
 Zillah School District No. 205

Spokane District  
 Arava Water District No. 18  
 Adams County Fire Protection District No. 1  
 Adams County Mosquito Control District  
 Arava Lake Irrigation District  
 Alderwood Water and Wastewater District  
 Alpine Water District  
 Anacortes Housing Authority  
 Annapolis Water District  
 Asotin County Cemetery District No. 3  
 Asotin County Conservation District  
 Asotin County Fire District No. 1  
 Asotin County Housing Authority  
 Asotin County Public Utility District No. 1  
 Badger Mountain Irrigation District  
 Bankridge Hill and Metropolitan Parks and Recreation District  
 Basin City Water/Sewer District  
 Bay View Beach Water District  
 Beacon Hill Water and Sewer District  
 Beehive Irrigation District  
 Behr Water District No. 1  
 Bellevue Convention Center Authority  
 Bellingham Housing Authority  
 Bellingham Public Development Authority  
 Benton County School District No. 1  
 Benton County Fire Protection District No. 1  
 Benton County Fire Protection District No. 2  
 Benton County Fire Protection District No. 4  
 Benton County Fire Protection District No. 5  
 Benton County Fire Protection District No. 6  
 Benton County Hospital Control District  
 Benton County Public Utility District No. 1  
 Benton Irrigation District  
 Berneice Hill Health District  
 Beverly Water District  
 Birch Bay Water and Sewer District  
 Black Diamond Water District  
 Bremerton Housing Authority  
 Buckhannon-Gifford County Airport Authority  
 Burbank Irrigation District No. 4  
 Carragee Irrigation District No. 7  
 Cascade Conservation District  
 Cedar River Water and Sewer District  
 Central Klickitat County Park and Recreation District  
 Central Pierce Fire and Rescue District No. 6  
 Central Puget Sound Regional Transit Authority  
 Central Valley Ambulance Authority  
 Chelan County Fire District No. 3  
 Chelan County Fire District No. 3  
 Chelan County Fire District No. 5  
 Chelan County Fire District No. 6  
 Chelan County Fire District No. 7  
 Chelan County Fire District No. 8  
 Chelan County Fire District No. 9  
 Chelan County Public Hospital District No. 1  
 Chelan County Public Utility District No. 1  
 Chelan County Wenatchee Housing Authority  
 Chelan-DeWalt Health District  
 Chirook Water District  
 Chukarati Community Forest Park District  
 Clallam Conservation District  
 Clallam County Fire District No. 1  
 Clallam County Fire District No. 5  
 Clallam County Fire District No. 6  
 Clallam County Fire Protection District No. 1  
 Clallam County Fire Protection District No. 3  
 Clallam County Fire Protection District No. 4  
 Clallam County Hospital District No. 1  
 Clallam County Housing Authority  
 Clallam County Parks and Recreation District No. 1  
 Clallam County Public Hospital District No. 2  
 Clallam County Public Utility District No. 1  
 Clark County Fire District No. 10  
 Clark County Fire District No. 11  
 Clark County Fire District No. 13



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Pacific City Joint Water Sanitary Authority  
 Pacific Communities Health District  
 Palouse Hill Water District  
 Palouse Drainage District No. 1  
 Peninsula Drainage District No. 2  
 Pilot Rock Fire Protection District  
 Pine Grove Rural Fire Protection District  
 Pleasant Hill Rural Fire Protection District  
 Pleasant Home Water District  
 Polk County Fire District No. 1  
 Polk County Housing Authority  
 Polk Soil and Water Conservation District  
 Forband Metropolitan Area Water District  
 Public Improvement Authority  
 Rainbow Water District  
 Raleigh Water District  
 Redmond Area Park and Recreation District  
 Rockie Rural Fire District  
 River Forest Acres Special Road District  
 River Road Park and Recreation District  
 Riverview Water District  
 Roads End Sanitary District  
 Roberts Creek Water District  
 Rockwood Water People's Utility District  
 Rogue River Cemetery Maintenance District  
 Rogue Valley Transportation District  
 Roseburg Urban Sanitary Authority  
 Sable Drive Road District  
 Salem Area Mass Transit District  
 Salem Housing Authority  
 Salem Kazer Transit District  
 Santa Clara Rural Fire Protection District  
 Sanilium Water Control District  
 Scappoose Rural Fire District  
 Sea Bar Fire District  
 Seaside Rural Fire District  
 Seal Rock Fire District  
 Shafter Water District  
 Shangri-La Water District  
 Shasta View Irrigation District  
 Siletz Rural Fire Protection District  
 Silverton Fire District  
 Sisters Camp Sherman Rural Fire Protection District  
 Siuslaw Public Library District  
 South Clackamas Transportation District  
 South Suburban Sanitary District  
 Southern Curry Cemetery Maintenance District  
 Southeast Lincoln County Water District  
 Spring River Special Road District  
 Springfield Utility District  
 Starbuck Fire District No. 7-402  
 Stayton Fire District  
 Suburban East Salem Water District  
 Sunlite Water Authority  
 Sunset Empire Transportation District  
 Swallow Irrigation District  
 Sweet Home Fire and Ambulance District  
 Tabor Irrigation District  
 Terrebonne Domestic Water District  
 Three Sisters Irrigation District  
 Tillamook County Transportation District  
 Tillamook People's Utility District  
 Tiller Rural Fire District  
 Toledo Rural Fire Protection District  
 Tri City Rural Fire District No. 4  
 Tri City Water District  
 Tri City Service District  
 Tri County Metropolitan Transportation District  
 Tualasca Hills Park and Recreation District  
 Tualasca Hills Park and Recreation District  
 Tualasca Valley Irrigation District  
 Tualasca Valley Water District  
 Tumalo Irrigation District  
 Twin Rocks Sanitary District  
 Umatilla County Housing Authority  
 Umatilla Hospital District  
 Umatilla Land Redevelopment Authority  
 Umatilla Home Care and Data District  
 Umatilla Restoration Housing Authority  
 Umatilla Rural Fire Protection District  
 Union Cemetery District  
 Vale Oregon Irrigation District  
 Valley View Water District  
 Vandyke Acres Special Road District  
 Vineyard Mountain Water and Improvement District  
 Waiia Waila River Irrigation District  
 Walla Walla County Health Care District  
 Wanuc Water and Sanitary Authority  
 Warm Springs Housing Authority  
 Wasco County Soil and Water Conservation District  
 Washington County Fire District No. 2  
 Washington County Housing Authority  
 Water Works and Improvement District  
 Wedderburn Sanitary District

Clark County Fire District No. 5  
 Clark County Fire Protection District No. 3  
 Clark County Fire Protection District No. 6  
 Clark County Public Utility District No. 1  
 Clark Regional Wastewater District  
 Clear Irrigation District  
 Clinton Water District  
 Coal Creek Utility District  
 Columbia Conservation District  
 Columbia County Fire District No. 3  
 Columbia County Public Hospital District No. 1  
 Columbia County Rural Utility District  
 Columbia Irrigation District  
 Columbia Valley Water District  
 Colville Indian Housing Authority  
 Consolidated Irrigation District No. 14  
 Conception Water District  
 Cowley Sewer District  
 Cowley County Cemetery District No. 2  
 Cowley County Fire District No. 6  
 Cowley County Public Utility District No. 1  
 Cowley Transit Authority  
 Cross Valley Water District  
 Dallasport Water District  
 Douglas County Fire District No. 2  
 Douglas County Fire Protection District No. 5  
 Douglas County Public Utility District No. 1  
 Douglas County Sewer District No. 3  
 Douglas-Klamath County Fire District No. 15  
 East Columbia Basin Irrigation District  
 East City Harbor Water District  
 East Lewis County Public Development Authority  
 East Pierce Fire and Rescue District No. 22  
 East Spokane Water District No. 1  
 East Wenatchee Water District  
 Eastmont Metropolitan Park District  
 Eastmond Sewer and Water District  
 Edwards Public Justice District  
 Ellensburg Business Development Authority  
 Enterprise Cemetery District No. 7  
 Endicott Irrigation District  
 Everett Housing Authority  
 Everett Public Facilities District  
 Evergreen Water-Sewer District No. 19  
 Fall City Water District  
 Ferry County Public Utility District No. 1  
 Ferry/Oregon County Fire Protection District No. 13  
 Fishermen Bay Sewer District  
 Foster Creek Conservation District  
 Four Lakes Water District No. 10  
 Franklin Conservation District  
 Franklin County Cemetery District No. 2  
 Franklin County Fire District No. 1  
 Franklin County Fire Protection District No. 3  
 Franklin County Irrigation District No. 6  
 Franklin County Public Utility District No. 1  
 Freedom Water and Sewer District  
 Ft. Stevens Public Development Authority  
 Gardena Farms Irrigation District No. 13  
 Gatzert Special Utility District  
 Grand Coulee Project Hydroelectric Authority  
 Grandview Irrigation District  
 Grant County Airport District No. 3  
 Grant County Fire District No. 10  
 Grant County Fire District No. 11  
 Grant County Fire District No. 3  
 Grant County Fire District No. 4  
 Grant County Fire District No. 7  
 Grant County Fire Protection District No. 5  
 Grant County Housing Authority  
 Grant County Hospital Control District No. 1  
 Grant County Hospital District No. 2  
 Grant County Port District No. 4  
 Grant County Port District No. 6  
 Grant County Port District No. 7  
 Grant County Public Hospital District No. 1  
 Grant County Public Hospital District No. 2  
 Grant County Public Hospital District No. 3  
 Grant County Public Hospital District No. 4  
 Grant County Public Utility District No. 2  
 Grant Transit Authority  
 Grays Harbor Conservation District  
 Grays Harbor County Fire Protection District No. 1  
 Grays Harbor County Fire Protection District No. 12  
 Grays Harbor County Fire Protection District No. 14  
 Grays Harbor County Fire Protection District No. 2  
 Grays Harbor County Fire Protection District No. 7  
 Grays Harbor County Housing Authority  
 Grays Harbor County Water District No. 1  
 Grays Harbor County Water District No. 2  
 Grays Harbor Fire District No. 10  
 Grays Harbor Historical Scares Authority  
 Grays Harbor Public Utility District No. 1

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West Slope Water District  
 West Valley Housing Authority  
 Western Lane Ambulance District  
 Westport Wiluna Rural Fire Protection District  
 Westwood Hills Road District  
 Ward Memorial Park District  
 Wickiup Water District  
 Willamalane Park and Recreation District  
 Williams Rural Fire Protection District  
 Willow Creek Park District  
 Winchester Day Sanitary District  
 Watson-Dillard Fire District  
 Whitman Dillard Water District  
 Woodburn Rural Fire Protection District  
 Yamhill Fire Protection District  
 Youngs River Lewis and Clark Water District

**State**

Oregon Department of Administrative Services  
 Oregon Department of Revenue  
 Oregon Health Licensing Agency  
 Oregon Higher Education Coordinating Commission  
 Oregon Secretary of State  
 Oregon State Board of Nursing  
 State of Oregon

**Tribal**

Buna-Porter Tribe  
 Confederated Tribes of Coos, Lower Umpqua and Siskiyou Indians  
 Confederated Tribes of Grand Ronde Community  
 Confederated Tribes of Siletz Indians  
 Confederated Tribes of the Sho-sho-ni Indian Reservation  
 Confederated Tribes of the Warm Springs  
 Coquille Indian Tribe  
 Klamath Tribes

Grays Harbor Transportation Authority  
 Greater Wenatchee Irrigation District  
 Greater Wenatchee Regional Events Center Public Facilities District  
 Green Tank Irrigation District No. 11  
 Harrison Power Water Sewer District  
 Highland Water District  
 Highlands Sewer District  
 Highline Water District  
 Historic Seattle Preservation and Development Authority  
 Holmes Harbor Sewer District  
 Hunters Water District  
 Hydro Irrigation District No. 9  
 Iceberg Irrigation District  
 Issaquah Water District  
 John Water District No. 6  
 Island County Fire District No. 3  
 Island County Fire Protection District No. 1  
 Island County Housing Authority  
 Jefferson County Conservation District  
 Jefferson County Fire District No. 5  
 Jefferson County Fire Protection District No. 1  
 Jefferson County Fire Protection District No. 3  
 Jefferson County Public Utility District No. 1  
 Jefferson County Water District No. 3  
 Jefferson Transit Authority  
 Jupiter Beach Water District  
 Knappton Water District  
 Kona Housing Authority  
 Kennewick Housing Authority  
 Kennewick Irrigation District  
 Kennewick Public Facilities District  
 Kennewick Public Hospital District  
 Kent Fire Department Regional Fire Authority  
 Key Peninsula Mosier Falls District  
 King County Airport District No. 1  
 King County Ferry District  
 King County Fire Protection District No. 16  
 King County Fire Protection District No. 2  
 King County Fire Protection District No. 20  
 King County Fire Protection District No. 25  
 King County Fire Protection District No. 27  
 King County Fire Protection District No. 28  
 King County Fire Protection District No. 34  
 King County Fire Protection District No. 37  
 King County Fire Protection District No. 40  
 King County Fire Protection District No. 43  
 King County Fire Protection District No. 44  
 King County Fire Protection District No. 45  
 King County Fire Protection District No. 47  
 King County Fire Protection District No. 50  
 King County Flood Control District  
 King County Hospital District No. 4  
 King County Housing Authority  
 King County Public Hospital District No. 1  
 King County Public Hospital District No. 2  
 King County Water District No. 1  
 King County Water District No. 111  
 King County Water District No. 117  
 King County Water District No. 119  
 King County Water District No. 125  
 King County Water District No. 19  
 King County Water District No. 20  
 King County Water District No. 45  
 King County Water District No. 49  
 King County Water District No. 54  
 King County Water District No. 90  
 Kitsap Conservation District  
 Kitsap County Consolidated Housing Authority  
 Kitsap County Fire District No. 18  
 Kitsap County Public Utility District No. 1  
 Kitsap County Public Library District  
 Kitsap Public Health District  
 Kitsap County Conservation District  
 Kitsap County Fire District No. 3  
 Kitsap County Fire Protection District No. 7  
 Kitsap County Hospital District No. 2  
 Kitsap County Housing Authority  
 Kitsap County Public Utility District No. 1  
 Kitsap County Water District No. 5  
 Kitsap County Water District No. 6  
 Kitsap County Water District No. 7  
 Kitsap County Fire District No. 14  
 Kitsap County Fire District No. 15  
 Kitsap County Fire District No. 1  
 Kitsap County Fire Protection District No. 4  
 Kitsap County Fire Protection District No. 5  
 Kitsap County Port District No. 1  
 Kitsap County Public Hospital District No. 1  
 Kitsap County Public Hospital District No. 2  
 Kitsap County Public Utility District No. 1  
 Lake Fire District 3  
 Lake Charles Reclamation District  
 Lake Olan Sewer District  
 Lake Forest Park Water District

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Lake Stevens Sewer District  
 Lake Wenatchee Water District  
 Lake Whittier Water and Sewer District  
 Lakshaven Utility District  
 Lakewood Water District  
 Lanes Water and Sewer District  
 Lewis County Conservation District  
 Lewis County Fire District No. 1  
 Lewis County Fire District No. 11  
 Lewis County Fire District No. 13  
 Lewis County Fire District No. 14  
 Lewis County Fire District No. 16  
 Lewis County Fire District No. 2  
 Lewis County Fire District No. 5  
 Lewis County Fire District No. 6  
 Lewis County Fire District No. 8  
 Lewis County Hospital District No. 1  
 Lewis County Public Facilities District  
 Lewis County Public Utility District No. 1  
 Lewis County Water District No. 1  
 Lewis County Water District No. 3  
 Lewis Public Transportation Benefits Area Authority  
 Liberty Lake Sewer and Water District  
 Lincoln County Fire District No. 1  
 Lincoln County Fire District No. 4  
 Lincoln County Fire Protection District No. 5  
 Lincoln County Fire Protection District No. 6  
 Lincoln County Fire Protection District No. 8  
 Lincoln County Hospital District No. 3  
 Lincoln-Adams County Fire Protection District No. 3  
 Longview Housing Authority  
 Lopez Island Utility District  
 Lower Elkhorn Irrigation District  
 Lower Squishak Irrigation District  
 Lummi Housing Authority  
 Luray Falls Sewer and Water District  
 Makah Housing Authority  
 Malaga Water District  
 Manchester Water District  
 Manson Park and Recreation District  
 Marland Flood Control District  
 Marysville Fire District  
 Mason Conservation District  
 Mason County Fire District No. 13  
 Mason County Fire District No. 17  
 Mason County Fire District No. 2  
 Mason County Fire District No. 4  
 Mason County Fire Protection District No. 5  
 Mason County Fire Protection District No. 8  
 Mason County Housing Authority  
 Mason County Public Hospital District No. 1  
 Mason County Public Utility District No. 1  
 Mason County Public Utility District No. 3  
 Mason County Transit Authority  
 Methow Valley Irrigation District  
 Mt. Columbia Library District  
 Midway Sewer District  
 Moxie Irrigation District No. 20  
 Moses Lake Irrigation and Rehabilitation District  
 Mukilteo Water and Wastewater District  
 Naches-Sahlin Irrigation District  
 North Beach Water District  
 North Central Washington Economic Development District  
 North City Water District  
 North County Regional Fire Authority  
 North Highline Fire District  
 North Perry Avenue Water District  
 North Yelm Park and Recreation District  
 Northeast Sammamish Sewer and Water District  
 Northshore Utility District  
 Northwest Park and Recreation District No. 2  
 Okanogan Conservation District  
 Okanogan County Cemetery District No. 4  
 Okanogan County Fire District No. 4  
 Okanogan County Fire Protection District No. 11  
 Okanogan County Housing Authority  
 Okanogan County Public Hospital District No. 3  
 Okanogan County Public Hospital District No. 4  
 Okanogan County Public Utility District No. 3  
 Okanogan Fire Protection District No. 16  
 Okanogan Irrigation District  
 Olympic View Water and Sewer District  
 Olympus Terrace Sewer District  
 Orca Island Library District  
 Orchard Avenue Irrigation District No. 6  
 Orville Housing Authority  
 Orville-Tanahill Irrigation District  
 Pacific Conservation District  
 Pacific County Fire District No. 2  
 Pacific County Fire Protection District No. 1  
 Pacific County Fire Protection District No. 3

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- Pacific County Public Healthcare Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Pacific Franklin County Housing Authority
- Pend Oreille County Fire District No. 2
- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Utility District No. 1
- Peninsula Housing Authority
- Peninsula Metropolitan Park District
- Prohaska Irrigation District
- Puhalatin Water District
- Pierce Conserva-Bion District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 18
- Pierce County Fire District No. 19
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 5
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Housing Authority
- Pike Place Market Preservations and Development Authority
- Point Roberts Water District No. 4
- Pretzler Shores Water and Sewer District
- Pretzler Luffow Drainage District
- Prescott-John Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No. 1
- Purcellup Tribal Health Authority
- Quakwam Housing Authority
- Clifton Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richard Housing Authority
- Richland Public Facilities District
- Ronald Whitecenter District
- Rosa Irrigation District
- Subpen Lake Sewer and Water District
- Sauvannish-Pulaski Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Satchel Island Water District
- Seattle Chinatown International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle Southside Regional Tourism Authority
- Selah-Musaw Irrigation District
- Silver View Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water And Sewer District
- Shawnee Water District
- Shag Conservation District
- Shag County Cemetery District No. 2
- Shag County Fire District No. 10
- Shag County Fire District No. 11
- Shag County Fire District No. 15
- Shag County Fire District No. 9
- Shag County Fire Protection District No. 13
- Shag County Fire Protection District No. 14
- Shag County Fire Protection District No. 2
- Shag County Fire Protection District No. 3
- Shag County Fire Protection District No. 4
- Shag County Fire Protection District No. 5
- Shag County Fire Protection District No. 8
- Shag County Housing Authority
- Shag County Public Hospital District No. 1
- Shag County Public Hospital District No. 2
- Shag County Public Hospital District No. 304
- Shag County Public Library District No. 1
- Shag County Sewer District No. 1
- Shag County Sewer District No. 2
- Shag Valley Public Hospital District No. 1
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Public Hospital District No. 1
- Skamania County Public Utility District No. 1
- Skamania Water and Sewer District
- Snohomish County Fire District No. 15
- Snohomish County Fire District No. 16
- Snohomish County Fire District No. 19
- Snohomish County Fire District No. 26
- Snohomish County Fire District No. 5
- Snohomish County Fire Protection District No. 1
- Snohomish County Fire Protection District No. 17



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- Water District 19
  - Webb Ranch Irrigation District
  - Wentworth Reclamation District
  - Wentworth-Chewawa Irrigation District
  - West Sound Utility District
  - Whitson Conservation District
  - Whitson County Fire District No. 1
  - Whitson County Fire District No. 11
  - Whitson County Fire District No. 14
  - Whitson County Fire District No. 16
  - Whitson County Fire District No. 17
  - Whitson County Fire District No. 4
  - Whitson County Fire District No. 5
  - Whitson County Fire District No. 7
  - Whitson County Fire District No. 8
  - Whitson County Public Utility District No. 1
  - Whitson County Water District No. 12
  - Whitson County Water District No. 13
  - Whitson County Water District No. 2
  - Whitson County Water District No. 7
  - Whitson Transportation Authority
  - Whitsey Island Public Hospital District
  - Whitstone Reclamation District
  - Whitman County Fire District No. 11
  - Whitman County Fire Protection District No. 12
  - Whitman County Fire Protection District No. 14
  - Whitman County Fire Protection District No. 7
  - Whitman County Public Hospital District No. 3
  - Whitman County Rural Library District
  - Whitworth Water District No. 1
  - Willapa Valley Water District
  - William Shure Memorial Park District
  - Williams Lake Sewer District No. 2
  - Wine Science Center Development Authority
  - Winlock-Harlan Sewer District
  - Woodville Water District
  - Yakima County Fire District No. 1
  - Yakima County Fire District No. 3
  - Yakima County Fire District No. 4
  - Yakima County Fire District No. 5
  - Yakima County Fire District No. 6
  - Yakima County Fire Protection District No. 12
  - Yakima County Fire Protection District No. 14
  - Yakima County Mosquito Control District
  - Yakima Housing Authority
  - Yakima Regional Clean-Air Authority
  - Yakima Rural County Library District
  - Yakima-Tilton Irrigation District
- State**
- North Seattle Community College
  - Seattle College
  - State of Washington
  - Washington State Department of Enterprise Services
  - Washington State Department of Health
  - Washington State Department of Social and Health Services
  - Washington State Health Care Authority
- Tribal**
- Columbia River Inter-Tribal Fish Commission
  - Confederated Tribes of the Chehalis Reservation
  - Confederated Tribes of the Colville Reservation
  - Confederated Tribes of the Yakima Nation
  - Cowlitz Indian Tribe
  - Hoh Indian Tribe
  - Jumetom 31st/11th Tribe
  - Kalispel Tribe of Indians
  - Lower Elwha Klallam Tribe
  - Lummi Indian Nation
  - Nalakah Tribe
  - Naches/Hot Indian Tribe
  - Nisqually Indian Tribe
  - Nooksack Indian Tribe
  - Pong Chamble 31st/11th Tribe
  - Puyallup Tribe of Indians
  - Quileute Indian Tribe
  - Quw'waut Indian Nation
  - Sawish Indian Nation
  - Skokholm Indian Tribe
  - Shokomish Indian Tribe
  - Snoqualmie Indian Tribe
  - Spokane Tribe
  - Squah Indian Tribe
  - Silligamish Tribe of Indians
  - Squamish Tribe
  - Sukomish Indian Tribal Community
  - Tulalip Tribes
  - Upper Skagit Indian Tribe
  - Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

Virginia	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City/Town	Albemarle-Harrison Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Alexandria	Albemarle County Office Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Bristol	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alexandria County	Christopher Newport University	Virginia Department of General Services	
City of Buena Vista	Alexandria Redevelopment and Housing Authority	Allegheny County Public Schools	Allegheny County	College of William and Mary	Virginia Department of Health	
City of Charlottesville	Appomattox River Water Authority	Amelia County Public Schools	Amelia County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Amherst County	Appomattox County	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Bedford County Public Schools	Bedford County	Argoville County		
City of Dinwiddie	Bedford Regional Water Authority	Bedford County Public Schools	Bedford County	Augusta County		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Bellvue County Public Schools	Bellvue County	Bath County		
City of Fairfax	Blackburg/Charlottesville/WV Water Authority	Berkeley County Public Schools	Berkeley County	Bedford County		
City of Falls Church	Blackburg/Virginia Polytechnic Institute Recreation Authority	Bath County Public Schools	Bath County	Bedford County Public Service Authority		
City of Fishersville	Blue Ridge Airport Authority	Bedford County Public Schools	Bedford County	Blair County		
City of Front Royal	Blue Ridge Crossroads Economic Development Authority	Berkeley County Public Schools	Berkeley County	Blair County		
City of Galax	Blue Ridge Regional Jail Authority	Berkeley County Public Schools	Berkeley County	Botetourt County		
City of Hampton	Blue Ridge Trail and Water Conservation District	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Hopewell	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Lexington	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Lynchburg	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Manassas	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Manassas Park	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Martinsville	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Newport News	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Norfolk	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Petersburg	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Popesville	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Portsmouth	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Radford	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Roanoke	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Salem	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Staunton	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Suffolk	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Williamsburg	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
City of Winchester	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
Town of Albemarle	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
Town of Albemarle	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
Town of Albemarle	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
Town of Albemarle	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		
Town of Albemarle	Bristol Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	Botetourt County Public Schools		





**SOURCEWELL<sup>SM</sup> (Formerly NJPA) AWARDED VENDOR  
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by Sourcewell<sup>SM</sup> (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address a Member’s specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

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(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor’s compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
- b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

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

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Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

*Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.*

*This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.*

Vendor: \_\_\_\_\_

Contract number: \_\_\_\_\_

Category: \_\_\_\_\_

Maturity date: \_\_\_\_\_

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

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Printed name and title of  
authorized representative: \_\_\_\_\_

Signature of authorized  
representative: \_\_\_\_\_

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

**ADDENDUM ONE (1)**  
to that certain  
**Sourcewell RFP #032119**  
Issued by  
Sourcewell <sup>SM</sup> (Formerly NJPA)  
for the procurement of



**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,  
ATTACHMENTS, AND SUPPLIES**

**Consider the following to be part of the above-titled RFP: Appendices B, C and D.**

**Appendices B, C and D**, referenced as items 13, 14 and 15 respectively in the RFP Table of Contents, were erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendices B, C and D** are attached to this Addendum, and have now been added to the posted version of the RFP document.

**Acknowledgment of Addendum One (1) to RFP #032119 emailed on February 21, 2019.**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please include this signed Addendum with your RFP response.





Hawaii

Idaho	Oregon	South Carolina	Utah	Washington
City of Asuburg	City of Mt. Vernon	Town of Harleyville	City of Walla Walla	City of Olanegan
City of Richfield	City of Myrtle Creek	Town of Hesh Springs	City of Wandover	City of Olympia
City of Rigby	City of Myrtle Point	Town of Henrieville	City of West Branch	City of Omak
City of Higgins	City of Hulaham	Town of HIDA	City of West Haven City	City of Onvella
City of Birds	City of Newburg	Town of Hiram Head Island	City of West Jordan	City of Orting
City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Otisallo
City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plains	City of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Hoopa Park	City of Woodland Hills	City of Pano
City of Sandpoint	City of Hoyta	Town of Irmo	City of Vadao Cross	City of Pateros
City of Shalloy	City of Caldwell	Town of Iva	Town of Alta	City of Pomeroy
City of Shoshone	City of Oakridge	Town of Jackson	Town of Alta Mont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Annapolis	City of Port Townsend
City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Anacostia	City of Prosser
City of St. Anthony	City of Pendleton	Town of Jeminaville	Town of Anthony	City of Pullman
City of St. Charles	City of Philomath	Town of Johnson	Town of Apple Valley	City of Pulling
City of Stanley	City of Phoebe	Town of Jonesville	Town of Ballard	City of Quincy
City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Rainier
City of Starbuck	City of Port Colford	Town of Klamath Island	Town of Bidwell	City of Raymond
City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Redmond
City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Renton
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Republic
City of Tetonla	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Richland
City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
City of Twin Falls	City of Redmond	Town of Leasington	Town of Castle Valley	City of Richfield
City of Union	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Riverview
City of Victor	City of Ribston	Town of Little Mountain	Town of Centerfield	City of Rock Island
City of Wallace	City of Ridge	Town of Lockhart	Town of Central Valley	City of Royal
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Cliftonville	City of Roy
City of Westar	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Woodruff	City of Roseburg	Town of Madisonville	Town of Clawson	City of Sacramento
City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of Seafac
City of White Bird	City of Salem	Town of McCall	Town of Cornish	City of Seattle
City of Wilder	City of Sandy	Town of McCall	Town of Daniel	City of Seaside
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Seaside
<b>Higher Education</b>	City of Seale	Town of Meigs	Town of Eagle Mountain	City of Sequim
Bowen State University	City of Seattle Hills	Town of Memphis Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elmore	City of Shoreline
College of Western Idaho	City of Seneca	Town of Heiser	Town of Elwood	City of Spokane
Eastern Idaho Technical College	City of Shady Cove	Town of Hewitt	Town of Emery	City of Spokane Valley
Idaho Division of Professional Technical Education	City of Sheridan	Town of Hildals	Town of Fairfield	City of Soap Lake
Idaho State University	City of Shermoo	Town of Hiley St	Town of Franck	City of Spokane
Idaho State College	City of Shilo	Town of Hiram	Town of Garden City	City of Spokane Valley
North Idaho College	City of Silverton	Town of Hiram	Town of Gault	City of Spangle
University of Idaho	City of Sisters	Town of Hiram	Town of Glenwood	City of Stamos
<b>Education (K-12)</b>	City of Sodaville	Town of Hiram	Town of Glenwood	City of Stevenson
Aberdeen School District No. 58	City of Spry	Town of Hiram	Town of Good	City of Stillwater
Albion Elementary School District No. 383	City of Springfield	Town of Hiram	Town of Hiram	City of Sumner
Bain School District No. 72	City of St. Paul	Town of Hiram	Town of Hiram	City of Sunvale
Bear Lake County School District No. 13	City of Standfield	Town of Hiram	Town of Hiram	City of Tacoma
Bear Lake School District No. 33	City of Stanton	Town of Hiram	Town of Hiram	City of Tacomah
Blackfoot School District No. 55	City of Starbuck	Town of Hiram	Town of Hiram	City of Tualum
Blaine County School District No. 61	City of Sun Valley	Town of Hiram	Town of Hiram	City of Tule
Bliss Joint School District No. 234	City of Sunset Home	Town of Hiram	Town of Hiram	City of Tule
Bonanza School District No. 91	City of Talent	Town of Hiram	Town of Hiram	City of Tule
Boundary County School District No. 101	City of Tangle	Town of Hiram	Town of Hiram	City of Tule
Bonneau-Grand View Joint School District	City of The Dalles	Town of Hiram	Town of Hiram	City of Tule
Boji Joint School District No. 412	City of Tigard	Town of Hiram	Town of Hiram	City of Tule
Bullock County Joint School District No. 111	City of Tillamook	Town of Hiram	Town of Hiram	City of Tule
Caldwell School District No. 132	City of Toledo	Town of Hiram	Town of Hiram	City of Tule
Camas County School District No. 211	City of Toulonville	Town of Hiram	Town of Hiram	City of Tule
Cambridge School District	City of Tualatin	Town of Hiram	Town of Hiram	City of Tule
Cascade School District No. 412	City of Turner	Town of Hiram	Town of Hiram	City of Tule
Cassia County Joint School District No. 151	City of Ukiah	Town of Hiram	Town of Hiram	City of Tule
Castroville Joint School District No. 417	City of Union	Town of Hiram	Town of Hiram	City of Tule
Challis Joint School District No. 181	City of Unity	Town of Hiram	Town of Hiram	City of Tule
Clark County School District No. 161	City of Vale	Town of Hiram	Town of Hiram	City of Tule
Clear Lake School District No. 271	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Cottonwood Joint School District No. 242	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Council School District No. 13	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Caldwell Joint School District No. 342	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Dietrich School District No. 314	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Erment Independent School District No. 221	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Filer School District No. 413	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Firth School District No. 59	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Frontier County School District No. 315	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Fruitland School District No. 373	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Garden Valley School District	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Glenrose Joint School District No. 282	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Glebe Joint School District No. 392	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Gooding Joint School District No. 291	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Groves Joint School District No. 148	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Hagerman Joint School District No. 233	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Hansen School District No. 415	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Higland Joint School District No. 365	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Homesdale School District No. 370	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Horshoover Joint School District No. 73	City of Veneta	Town of Hiram	Town of Hiram	City of Tule
Idaho Falls School District No. 31	Town of Bonanza	Town of Hiram	Town of Hiram	City of Tule
Independent School District of Boise City	Town of Butte Falls	Town of Hiram	Town of Hiram	City of Tule
Jefferson County School District No. 751	Town of Canyon City	Town of Hiram	Town of Hiram	City of Tule
Jerome Joint School District No. 161	Town of Lakeview	Town of Hiram	Town of Hiram	City of Tule
Joint School District No. 2	Town of Lesington	Town of Hiram	Town of Hiram	City of Tule







Hawai

Idaho

Oregon

South Carolina

Utah

Washington

Alahele Rural Fire District  
 McCall Fire Protection District  
 McCall Memorial Hospital District  
 Marsden Cemetery Maintenance District  
 Meridian Library District  
 Meridian Rural Fire Protection District  
 Mica Ridge Island Fire Protection District  
 McAdams Rural Fire District  
 Midvale Fire Protection District  
 Minidoka County Fire Protection District  
 Minidoka County Highway District  
 Mountain Water and Sewer District  
 Mountain Home Highway District  
 Mountain Ridge Transportation Authority  
 Nampa and Midvale Irrigation District  
 Nampa Highway District No. 1  
 Nampa Housing Authority  
 New Plymouth Fire District  
 North Blingham County District Library  
 North Coast Hospital District  
 North Coastal Water and Sewer District  
 North Lake Receptional Sewer and Water District  
 North Latah County Highway District  
 Northman Lakes Fire District  
 Northside Fire District  
 Houta Parma Highway District No. 2  
 Oahey Highway District  
 Oahey Library District  
 Oia District Library  
 Owyhee County Fire District  
 Oregon Trail Recreation District  
 Owyhee Bay Water and Sewer District  
 Parkside Health District  
 Parma Rural Fire Protection District  
 Pine Ridge Water and Sewer District  
 Peshawar Water District  
 Pioneer Irrigation District  
 Pocatello Fire Protection District  
 Pocatello Housing Authority  
 Pocatello-Chubbuck Auditorium District  
 Potomac District Library  
 Pullman Fire District  
 Power County Highway District  
 Prater Highway District  
 Franklin-River Library District  
 Progressive Irrigation District  
 Rich River Highway District  
 Rapid River Water and Sewer District  
 Richfield District Library  
 Riverside Independent Water District  
 Rock Creek Fire District  
 Rockland Rural Fire District  
 Rogerson Water District  
 Ross Point Water District  
 Sage Fire District  
 Salmon River Clinic Hospital District  
 Sam-Down Fire District  
 Santa Fernwood Water and Sewer District  
 Schwaner Fire-Rescue District  
 Selkirk Irrigation District  
 Selkirk Rural Fire Protection District  
 Shoshone City & Rural Fire District  
 Shoshone County Fire Protection District No. 2  
 Shoshone Highway District No. 2  
 South Bonanza Library District  
 South Blingham Soil Conservation District  
 South Boundary Fire Protection District  
 South Custer Fire District  
 South Fork Corner of Alene River Sewer District  
 South Latah Highway District  
 Southside Water and Sewer District  
 Southwestern Idaho Cooperative Housing Authority  
 St. Martin Fire Protection District  
 Star Joint Fire District  
 Star Sewer and Water District  
 Sun Valley Water and Sewer District  
 Sunlight Water District  
 Targhee Regional Public Transit Authority  
 Targhee Regional Public Transportation Authority  
 Teton County Fire Protection District  
 Three Creeks Highway District  
 Three Mile Water District  
 Timberlake Fire Protection District  
 Twin Falls Highway District  
 Twin Falls Housing Authority  
 Twin Falls Rural Fire Protection District  
 Twin Ridge Rural Fire District  
 Union Independent Highway District  
 Upper Forks Creek Rural Fire District  
 Wendell Highway District  
 West Boise Sewer District  
 West Bonner Library District  
 West Bonner Water and Sewer District

Baker School District No. 13  
 Redmond School District No. 23  
 Redmond School District No. 101  
 Region 9 Education Service District  
 Reynolds School District No. 7  
 Ridge School District No. 70  
 Riverside School District No. 531  
 Rogue River School District No. 35  
 Ruben Public School  
 Salem-Kaiser Public School District No. 241  
 Santiam Canyon School District No. 1293  
 Santiam-Orontia Schools  
 Scappoose School District No. 11  
 Seaside School District No. 95C  
 Seaside School District  
 Sheridan School District No. 481  
 Sherman County School District  
 Sherwood School District No. 881  
 Silver Falls School District No. 41  
 Sisters School District No. 6  
 South Coast School District No. 191  
 South Coast Education Service District, Region No. 7  
 South Lane School District No. 453  
 South Wasco School District No. 18  
 South Wasco County School District No. 1  
 Southern Oregon Education Service District  
 Spray School District No. 1  
 Springfield School District No. 19  
 St. Helens School District No. 507  
 St. Paul School District No. 45  
 Starbuck School District No. 61  
 Suberlin School District No. 120  
 Sweet Home School District No. 45  
 Three Rivers School District  
 Tigard-Tualatin School District No. 231  
 Tillamook School District No. 9  
 Ullrich School District No. 8  
 Umatilla School District No. 6  
 Union School District 5  
 Vale School District No. 84  
 Veneta School District No. 473  
 Walla Walla School District No. 12  
 Wapinitia-Harmond School District No. 30  
 West Lew-Willamette School District  
 Wilfong Education Service District  
 Williams School District No. 30  
 Willamette School District No. 116  
 Woodburn School District No. 103  
 Yamhill-Carlson School District No. 1  
 Young's School District No. 32

Greenlee County Recreation District  
 Greenville County Redevelopment Authority  
 Greenville Housing Authority  
 Greenville Transit Authority  
 Greenwood Metropolitan District  
 Greer Housing Authority  
 Hartsville Housing Authority  
 Hilton Head No. 1 Public Service District  
 Holly Springs Fire-Rescue District  
 Houndstong Public Water and Sewer District  
 James Island Public Service District  
 Jasper Fire Housing Authority  
 Lark Field St. Helena Fire District  
 Lake City Housing Authority  
 Lancaster County Water and Sewer District  
 Lancaster Housing Authority  
 Lancaster Soil and Water Conservation District  
 Laurens Housing Authority  
 Lexington County Health Services District, Inc.  
 Liberty-Cherokee-Pineville Water District  
 Local Housing Authority  
 Lowcountry Regional Transportation Authority  
 Lugoff-Flagn Water Authority  
 Marion Housing Authority  
 Marlboro County Housing Authority  
 McCall Housing Authority  
 Medical University Hospital Authority  
 Metropolitan Sewer Sub-District  
 Millwood Water and Sewer District  
 Myrtle Housing Authority  
 Myrtle Inlet Garden City Fire District  
 Myrtle Beach Air Force Base Redevelopment Authority  
 Myrtle Beach Housing Authority  
 Newberry County Water and Sewer Authority  
 Newberry Housing Authority  
 North Charleston Housing Authority  
 North Charleston Sewer District  
 North Greenville Fire District  
 Oconee County Joint Regional Sewer Authority  
 Parker Sewer and Fire Subdistrict  
 Piedmont Public Service District  
 Pikesville Regional Airport Authority  
 Pee Dee Regional Airport District  
 Pee Dee Regional Transportation Authority  
 Piedmont Regional Fire District  
 Poincar- Rural Water District  
 Powdermill Water District  
 Rock Hill Housing Authority  
 Rock Hill County Water and Sewer Authority  
 Sandy Springs Water District  
 Sanjeev Fire Service District  
 Sanjeev Water Regional Transportation Authority  
 Sheldon Township Fire District  
 Slater-Hartsville Fire District  
 South Carolina Housing Authority Bond Council  
 South Carolina Public Employee Benefit Authority  
 South Carolina Regional Housing Authority No. 1  
 South Carolina Regional Housing Authority No. 3  
 South Carolina State Education Assistance Authority  
 South Carolina State Fiscal Accountability Authority  
 South Carolina State Housing Finance and Development Authority  
 South Carolina State Ports Authority  
 South Greenville Fire District  
 South Hill Land Public Service District  
 Southside Rural Community Water District  
 Spartanburg Housing Authority  
 Spartanburg Regional Health Services District  
 St. Andrews Public Service District South Carolina  
 St. John's Fire District  
 Starke Water and Sewer District  
 Statler-Jackson-Walton-Duncan Water District  
 Sumter Housing Authority  
 Tallahassee Rural Fire District  
 Taylor Fire and Sewer District  
 Three Rivers Solid Waste Authority  
 Tigerville Fire District  
 To-County Solid Waste Authority  
 Union Housing Authority  
 Valley Public Service Authority  
 Waccamaw Regional Transportation Authority  
 Wadsworth-Statesburg Water District  
 West Anderson Water District  
 Whitewater-Hoffest Fire District  
 Wilshire Fire Protection District  
 Williamsburg County Transit Authority  
 Williamsburg County Water and Sewer Authority  
 Woodruff Housing Authority  
 Woodruff-Beckham Water District  
 York County Municipal Gas Authority

Utah Highways Water and Sewer Improvement District  
 Utah Airports Abatement District  
 Utah Recreation District  
 Utah Transportation Special Service District  
 Utah Water Conservancy District  
 Utah Water Conservancy District  
 Utah Transit Authority  
 Utah County Housing Authority  
 Utah Palms Housing Authority  
 Utah Transit Authority  
 Utah Valley Outreach Special Service District  
 Wasatch County Fire District  
 Wasatch Front Water and Recycling District  
 Wasatch Integrated Waste Management District  
 Washington County Water Conservancy District  
 Waste Management Sanville District No. 5  
 Weber Basin Water Conservancy District  
 Weber Fire District  
 Weber-Northern Assessment District  
 Weber Box Elder Conservation District  
 Wellsville-Monahan Conservancy District  
 White-Cow Water Improvement District  
 Woodruff Fire District

Stemwood School District  
 Gadsdenville School District  
 Grand Coulee Dam School District  
 Grandview School District No. 200  
 Granger School District No. 204  
 Granite Falls School District No. 372  
 Granger Fire School District No. 54  
 Great Northern School District  
 Green Mountain School District No. 103  
 Griffith School District No. 234  
 Harrington Public Schools  
 Highland School District No. 203  
 Highline School District No. 401  
 Hoquiam School District  
 Hood Canal School District No. 424  
 Hoquiam School District No. 38  
 Ingham School District No. 70  
 Itaska School District No. 411  
 Kahluha School District No. 56  
 Kalama School District No. 407  
 Keller School District No. 3  
 Kelso School District No. 418  
 Kennewick School District No. 212  
 Kent School District No. 415  
 Kiona-Hemlock City School District No. 52  
 Kiroka School District  
 Kulkat School District No. 402  
 La Center School District  
 La Grande School District No. 311  
 LaGrange School District  
 Lake Charles School District No. 129  
 Lake Oufrop School District No. 97  
 Lake Stevens School District No. 4  
 Lake Washington School District No. 414  
 Lakewood School District No. 306  
 Laramie School District  
 Liberty School District No. 391  
 Lind School District  
 Longview School District No. 122  
 Longview School District No. 183  
 Lopez Island School District No. 144  
 Lytle School District No. 406  
 Lynden School District No. 324  
 Mabson School District No. 190  
 Manastash School District No. 207  
 Manasco School District  
 Many Falls School District  
 Many Water School District No. 207  
 Marysville School District No. 35  
 McCleary School District No. 65  
 Mead School District No. 314  
 Medical Lake School District No. 506  
 Mercer Island School District No. 400  
 Merrill School District No. 305  
 Methow Valley School District  
 Monroe School District No. 103  
 Montrose School District No. 66  
 Morton School District No. 244  
 Moses Lake School District No. 181  
 Moyock School District No. 206  
 Mt. Adams School District No. 309  
 Mt. Baker School District No. 507  
 Mt. Vernon School District No. 310  
 Mukah School District No. 6  
 Naches Valley School District No. 3  
 Napavine School District No. 34  
 Naselle-Grays River Valley School District No. 165  
 Nespelem School District No. 14  
 Newport School District No. 5415  
 Nine Mile Falls School District No. 227/279  
 Nookach Valley School District No. 506  
 North Beach School District No. 64  
 North Franklin School District No. 51  
 North Kitsap School District No. 400  
 North Mason School District  
 North Thurston Public Schools  
 Northampton School District No. 131  
 Northshore School District No. 417  
 Oak Harbor School District No. 201  
 Okanogan School District No. 400  
 Okanogan School District No. 501  
 Ooncha School District No. 172  
 Odessa School District No. 106  
 Olympia School District No. 105  
 Olympia School District No. 111  
 Olympic Educational Service District  
 Onak School District No. 19  
 Onalaska School District No. 300  
 Onoke Creek School District No. 30  
 Orca Island School District No. 133  
 Orchard Prairie School District No. 123  
 Orlent School District No. 65

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West Pond Oreille Fire District	Oreille People's Utility District	South Carolina Department of Revenue	Oreille School District No. 410
Western Ada Recreation District	Ozarkian Rural Fire Protection District	South Carolina General Services Division	Orring School District No. 144
Western Emure County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff	Othello School District
Wildier Irrigation District	Clatsop County Hearing Authority	South Carolina State Budget and Control Board	PATASKES School District No. 102
Wildier Public Library District	Clatsop Rural Fire Protection District	South Carolina State Treasurer's Office	Palmer School District No. 301
Wildier Rural Fire Protection District	Colburg Rural Fire Protection District	State Of South Carolina	Palouse School District No. 1
Wilderness Ranch Fire Protection District	Colton Fire District	Township	Pateros School District
Winona Highway District	Colton Water District	Township of Grand Meadow	Pateros School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Consenting Authority	Tribal	PAER School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation	Peavine School District
State	Columbia Improvement District		Pemmer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District		Pemroy School District No. 110
Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District		Peri Angles School District No. 121
State Of Idaho	Coos County Allport District		Pert Townsend School District No. 20
Idaho Department of Administration	Coos County Library Service District		Pewest School District No. 402-37
Idaho Department of Health and Welfare	Coquille Indian Housing Authority		Pride Prep Schools
State Of Idaho	Coquille Valley Hospital District		Prosser School District No. 118
Coeur d'Alene Tribe	Cornwall Water District		Public School Educational Service District
Kootenai Tribe of Idaho	Corvallis Rural Fire Protection District		Pullman School District No. 267
Nez Perce Tribal Enterprises	Cove Rural Fire Protection District		Raylap School District No. 3
Nez Perce Tribe	Crooked River Ranch Rural Fire Protection District		Rainier School District No. 116
Shoshone-Banwick Tribes	Crooked River Ranch Special Road District		Rearman School District No. 20
	Curry Public Library District		Ravenna School District No. 48
	Dallas Cemetery District No. 4		Ravens Valley School District No. 402
	Dan McCard Water District		Rainier Valley School District No. 144
	Deer Run Fire Protection District		Rainier School District No. 307
	Deschutes County 911 Service District		Rajmound School District No. 116
	Deschutes County Rural Fire District No. 1		Rearman School District
	Deschutes Valley Water District		Renton School District No. 403
	Devils Lake Water Improvement District		Riparian School District
	Dexter Rural Fire Protection District		Ridgeland School District No. 400
	Douglas County Fire District No. 2		Ridgefield School District No. 122
	Douglas County Housing Authority		Riverview School District
	Douglas Soil and Water Conservation District		Riverside School District
	Drakes Crossing Rural Fire Protection District		River View School District No. 407
	DuPont Recreation District		Roadwater School District
	Eagle Valley Soil and Water Conservation District		Rosalia School District No. 112
	East Fork Irrigation District		Royal School District
	East Malheur Soil and Water Conservation District		San Juan Island School District No. 149
	East Umatilla County Health District		Satsop School District No. 104
	East Valley Water District		Seattle Public Schools
	Echo Rural Fire District		Sedro Woolley School District No. 101
	Elgin-Vernoyale Rural Fire Protection District No. 11		Selah School District No. 118
	Emerald People's Utility District		Selkirk School District No. 70
	Estacada Rural Fire District No. 69		Sequim School District No. 313
	Fairview Water District		Shaw Island School District No. 10
	Falcon Cove Beach Water District		Shelton School District No. 109
	Farmers Irrigation District		Shelton School District No. 412
	Garfield Sanitary District		Shelton School District No. 412
	Gaston Rural Fire District		Skyway School District
	Gates Rural Fire Protection District		Shoshone School District No. 104
	Geahran Rural Fire Protection District		Shoshone Valley School District No. 410
	Glendale Rural Fire Protection District		Soap Lake School District No. 156
	Glendon Sanitary District		South Bend School District No. 118
	Goshute Fire District		South Fork School District No. 402
	Government Camp Sanitary District		South Whidbey School District No. 206
	Grand Bonde Sanitary District		Southside School District
	Grant County Transportation District		Spokane Public Schools
	Grant Soil and Water Conservation District		Springer School District
	Grants Pass Irrigation District		St. John School District No. 232
	Green Sanitary District		Stamwood-Camas School District No. 401
	Halfway Road Special District		Stanwood School District No. 303
	Halsey Shedd Rural Fire Protection District		Sultan School District No. 311
	Hanford Rural Fire Protection District		Sumner Valley School District No. 202
	Harbor Sanitary District		Sumner School District No. 312
	Harbor Water Public Utility District		Sunnyside School District No. 201
	Harney District Hospital		Tacoma School District No. 10
	Harney Soil and Water Conservation District		Taholah School District No. 77
	Harrison Rural Fire Protection District		Tahovna School District No. 609
	Hartford Rural Fire Protection District		Tahovna School District No. 205
	Hobo Joint Water and Sewer Authority		Tanana School District No. 402
	Hershey Water District		Taney School District No. 400
	Hermiston Cemetery District		Tedoux School District No. 317
	Hermiston Fire and Emergency Services District		Tenasliet School District
	Hermiston Irrigation District		Tepper School District No. 302
	Hood River County Library District		Townlet School District No. 300
	Hood River County Transportation District		Trout Lake School District No. 130
	Hood River Valley Parks and Recreation District		Trout Lake School District No. 6-100
	Hoodland Fire District No. 74		Tubac School District No. 406
	Hudson Rural Fire Protection District		Turmer School District No. 13
	Ida Fountain Water District		Union Gap School District No. 2
	Illinois Valley Rural Fire Protection District		University Place School District No. 83
	Imperial Fire Protection District		Valley School District
	Ingot Community Park and Recreation Maintenance District		Valley School District No. 70
	Jackson County Airport Authority		Vancouver School District No. 37
	Jackson County Fire District No. 1		Vashon Island School District No. 402
	Jackson County Fire District No. 3		Wahkiakum School District No. 200
	Jackson County Fire District No. 5		Walla Walla School District No. 73
	Jackson County Housing Authority		Walla Walla School District
	Jackson County Library District		Wall Wall School District No. 140
	Jackson County Vector Control District		Wapato School District No. 127
	Jackson Soil and Water Conservation District		Warden School District No. 146-161
	Jefferson Rural Fire Protection District		Washington Schools Risk Management Pool
	John Day/Canyon City Parks and Recreation District		Washington State Educational Service District

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Junction City Rural Fire Protection District  
 Juniper Flat Rural Fire Protection District  
 Keating Soil and Water Conservation District  
 Keizer Rural Fire Protection District  
 Keno Fire Protection District  
 Kermah-Cleaton Beach-Beach Beach Water District  
 Klamath County Fire District No. 1  
 Klamath County Library Service District  
 Klamath Housing Authority  
 Klamath Irrigation District  
 Klamath Vector Control District  
 La Grande Rural Fire Protection District  
 La Pine Park and Recreation District  
 La Pine Rural Fire Protection District  
 La Pine Water District  
 Lake District Hospital  
 Lake Grove Water District  
 Lakeside Fire District No. 4  
 Lane County Fire District No. 1  
 Lane Library District  
 Lane Transit District  
 Langdon Water District  
 Larimer Special Sewer District  
 Lebanon Aquatic District  
 Lebanon Fire District  
 Lemita and Clark Rural Fire Protection District  
 Liberty Drainage District  
 Lion Benton Housing Authority  
 Lochinglass Rural Fire District  
 Loraine Rural Fire Protection District  
 Lowell Rural Fire Protection District  
 Lower Olympia Hospital District  
 Lusted Water District  
 Madras Aquatic Center District  
 Malheur County Housing Authority  
 Malin Rural Fire Protection District  
 Malheur Water District  
 Malheur County Fire District No. 1  
 Marion Soil and Water Conservation District  
 Marion Rural Fire Protection District  
 Marro  
 McDermott Water & Light  
 McEwen Cemetery Maintenance District  
 Middle Fork Irrigation District  
 Miller Crossing Sanitary Sewer District  
 Mill City Rural Fire Protection District  
 Milton-Freewater Water Control District  
 Miss Blandfield Rural Fire Protection District  
 Mohawk Valley Rural Fire District  
 Molalla River Improvement District  
 Molalla Rural Fire Protection District No. 73  
 Monroe Rural Fire Protection District  
 Morrow County Health District  
 Mountain View Hospital District  
 Mt. Angel Fire District  
 Multnomah County Drainage District No. 1  
 Multnomah County Rural Fire Protection District No. 10  
 Multnomah County Rural Fire Protection District No. 14  
 Neeka Beach-Ophi Water District  
 Neke Regional Sanitary Authority  
 Neke Regional Water District  
 Netarts Domestic Sanitary District  
 Netarts-Oceanwide Rural Fire Protection District  
 North Bay Rural Fire Protection District  
 North Bend City/Geop-Curry Housing Authority  
 North Central Public Health District  
 North Clackamas Parks and Recreation District  
 North County Recreation District  
 North Gilliam Cemetery District  
 North Gilliam County Rural Fire Protection District  
 North Harney Fire and Rescue District No. 1  
 North Powder Rural Fire Protection District  
 North Sherman County Rural Fire Protection District  
 North Unit Irrigation District  
 Northeast Oregon Housing Authority  
 Northwest Wasco County Park and Recreation District  
 Northwest Wasco County People's Utility District  
 Northwest Oregon Housing Authority  
 Nyssa Road Assessment District No. 2  
 Nyssa Rural Fire Protection District  
 Oak Hill Sanitary District  
 Oak Lodge Sanitary District  
 Oak Lodge Water District  
 Okanogan Water District  
 Okshon West Sanitary District  
 Odell Sanitary District  
 Oregano Library District  
 Oregon Fire District Association  
 Oregon Infrastructure Finance Authority  
 Oregon Trail Library District  
 Oregon Water Wastewater Unit II Sanitary District  
 Owyhee Irrigation District

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Washington

Washougal School District  
 Washburn School District  
 Waterville School District No. 209  
 Welfright School District  
 Wenatchee School District No. 216  
 West Valley School District No. 202, Yakima County  
 West Valley School District No. 283, Spokane County  
 White Pass School District No. 303  
 White River School District No. 416  
 White Salmon Valley School District No. 405-17  
 Wilbur School District No. 208  
 Wilbur Valley School District No. 150  
 Wilson Creek School District  
 Woodcock School District No. 231  
 Woodlark Valley School District No. 117  
 Woodland School District No. 404  
 Yakima School District No. 7  
 Yelm Community School District No. 2  
 Zillah School District No. 205  
 Special District  
 Acme Water District No. 18  
 Adams County Fire Protection District No. 1  
 Adams County Mosquito Control District  
 Anexas Lake Irrigation District  
 Alderwood Water and Wastewater District  
 Alpine Water District  
 Anacortes Housing Authority  
 Annapolis Water District  
 Astoria County Cemetery District No. 1  
 Astoria County Conservation District  
 Astoria County Fire District No. 1  
 Astoria County Housing Authority  
 Astoria County Public Utility District No. 1  
 Badger Mountain Irrigation District  
 Bannockburn Irrigation Park and Recreation District  
 Basin City Water/Sewer District  
 Bayview Beach Water District  
 Beacon Hill Water and Sewer District  
 Beehive Irrigation District  
 Bellevue Water District No. 1  
 Bellevue Convention Center Authority  
 Bellingham Housing Authority  
 Bellingham Public Development Authority  
 Benton County Drainage District No. 1  
 Benton County Fire Protection District No. 1  
 Benton County Fire Protection District No. 2  
 Benton County Fire Protection District No. 4  
 Benton County Fire Protection District No. 5  
 Benton County Fire Protection District No. 6  
 Benton County Mosquito Control District  
 Benton County Public Utility District No. 1  
 Benton Irrigation District  
 Benton-Franklin Health District  
 Beverly Water District  
 Birch Bay Water and Sewer District  
 Black Diamond Water District  
 Bremerton Housing Authority  
 Burbanck-Ugler County Airport Authority  
 Burbank Irrigation District No. 4  
 Cabbage Irrigation District No. 7  
 Cascade Conservation District  
 Cedar River Water and Sewer District  
 Central Okanogan County Park and Recreation District  
 Central Ferry Fire and Rescue District No. 6  
 Central Puget Sound Regional Transit Authority  
 Central Valley Ambulance Authority  
 Chelan County Fire District No. 1  
 Chelan County Fire District No. 3  
 Chelan County Fire District No. 5  
 Chelan County Fire District No. 6  
 Chelan County Fire District No. 7  
 Chelan County Fire District No. 8  
 Chelan County Fire District No. 9  
 Chelan County Hospital District No. 1  
 Chelan County Public Utility District No. 1  
 Chelan County/Wenatchee Housing Authority  
 Chelan-Roughe Health District  
 Chiswick Water District  
 Clackamas Community Forest Park District  
 Clallam Conservation District  
 Clallam County Fire District No. 2  
 Clallam County Fire District No. 5  
 Clallam County Fire District No. 6  
 Clallam County Fire Protection District No. 3  
 Clallam County Fire Protection District No. 4  
 Clallam County Hospital District No. 1  
 Clallam County Housing Authority  
 Clallam County Parks and Recreation District No. 1  
 Clallam County Public Utility District No. 2  
 Clark County Fire District No. 1  
 Clark County Fire District No. 10  
 Clark County Fire District No. 11  
 Clark County Fire District No. 13

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Pacific City Joint Water Sanitary Authority  
 Pacific Communities Health District  
 Palouse Hill Water District  
 Peninsula Drainage District No. 1  
 Peninsula Drainage District No. 2  
 Pine Rock Fire Protection District  
 Pine Grove Rural Fire Protection District  
 Pleasant Hill Rural Fire Protection District  
 Pleasant Home Water District  
 Polk County Fire District No. 1  
 Polk County Housing Authority  
 Polk Soil and Water Conservation District  
 Portland Metropolitan Area Water District  
 Public Procurement Authority  
 Rainbow Water District  
 Raleigh Water District  
 Regional Area Park and Recreation District  
 Ruffin Rural Fire District  
 River Forest Acres Special Road District  
 River Road Park and Recreation District  
 Rosegrove Water District  
 Roads End Sanitary District  
 Roberts Creek Water District  
 Rockwood Water People's Utility District  
 Rogue River Cemetery Maintenance District  
 Rogue Valley Transportation District  
 Roseburg Urban Sanitary Authority  
 Sable Drive Road District  
 Salem Area Glass Trench District  
 Salem Housing Authority  
 Salem Meter Transit District  
 Santa Clara Rural Fire Protection District  
 Santiam Water Control District  
 Seapoozie Rural Fire District  
 Seib Rural Fire District  
 Seaside Rural Fire District  
 Seel Rock Fire District  
 Shasta-La Water District  
 Shasta View Irrigation District  
 Shasta Rural Fire Protection District  
 Silverton Fire District  
 Silters-Camp Sherman Rural Fire Protection District  
 South Public Library District  
 South Clackamas Transportation District  
 South Suburban Sanitary District  
 Southern Curry Cemetery Maintenance District  
 Southeast Lincoln County Water District  
 Spring River Special Road District  
 Springfield Utility District  
 Steamfield Fire District No. 7-402  
 Station Fire District  
 Suburban East Salem Water District  
 Sunland Water Authority  
 Sunset Engine Transportation District  
 Swallow Irrigation District  
 Sweet Home Fire and Ambulance District  
 Talent Irrigation District  
 Terrebonne Domestic Water District  
 Three Districts Irrigation District  
 Tillamook County Transportation District  
 Tillamook People's Utility District  
 Tiller Rural Fire District  
 Toledo Rural Fire Protection District  
 Till City Rural Fire District No. 4  
 Till City Water District  
 Till City Service District  
 Till County Metropolitan Transportation District  
 Tualatin Hills Park and Recreation District  
 Tualatin Hills Park and Recreation District  
 Tualatin Valley Irrigation District  
 Tualatin Valley Water District  
 Tumalo Irrigation District  
 Twin Rocks Sanitary District  
 Umatilla County Housing Authority  
 Umatilla Hospital District  
 Umatilla Land Redevelopment Authority  
 Umatilla Homecare Radio and Data District  
 Umatilla Reservation Housing Authority  
 Umatilla Rural Fire Protection District  
 Union Cemetery District  
 Vale Oregon Irrigation District  
 Valley View Water District  
 Vandenberg Acres Special Road District  
 Voseyard Mountain Water and Improvement District  
 Walla Walla River Irrigation District  
 Walla Walla County Health Care District  
 Wamnic Water and Sanitary Authority  
 Warm Springs Housing Authority  
 Wasco County Soil and Water Conservation District  
 Washington County Fire District No. 2  
 Washington County Housing Authority  
 Water Woodland Improvement District  
 Wedderburn Sanitary District

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Clark County Fire District No. 5  
 Clark County Fire Protection District No. 3  
 Clark County Fire Protection District No. 6  
 Clark County Public Utility District No. 1  
 Clark Regional Wastewater District  
 Cline Irrigation District  
 Clinton Water District  
 Coal Creek Utility District  
 Columbia Conservation District  
 Columbia County Fire District No. 3  
 Columbia County Public Hospital District No. 1  
 Columbia County Rural Library District  
 Columbia Irrigation District  
 Columbia Valley Water District  
 Colville Indian Housing Authority  
 Consolidated Irrigation District No. 14  
 Conville Water District  
 Cowichee Sewer District  
 Cowitz County Cemetery District No. 2  
 Cowitz County Fire District No. 6  
 Cowlitz County Public Utility District No. 1  
 Cowlitz Transit Authority  
 Cross Valley Water District  
 Dallesport Water District  
 Douglas County Fire District No. 2  
 Douglas County Fire Protection District No. 5  
 Douglas County Public Utility District No. 1  
 Douglas County Sewer District No. 1  
 Douglas-Chelan County Fire District No. 15  
 East Columbia Basin Irrigation District  
 East Gig Harbor Water District  
 East Lewis County Public Development Authority  
 East Pierce Fire and Rescue District No. 22  
 East Spokane Water District No. 1  
 East Wenatchee Water District  
 Eastmont Metropolitan Park District  
 Eastmond Sewer and Water District  
 Edmonds Public Facilities District  
 Ellensburg Business Development Authority  
 Enterprise Cemetery District No. 7  
 Entiat Irrigation District  
 Everett Housing Authority  
 Everett Public Facilities District  
 Evergreen Water-Sewer District No. 19  
 Fall City Water District  
 Ferry County Public Utility District No. 1  
 Ferry/Okanogan County Fire Protection District No. 13  
 Fisherman Bay Sewer District  
 Foster Creek Conservation District  
 Four Lakes Water District No. 10  
 Franklin Conservation District  
 Franklin County Cemetery District No. 2  
 Franklin County Fire District No. 1  
 Franklin County Fire Protection District No. 3  
 Franklin County Irrigation District No. 1  
 Franklin County Public Utility District No. 1  
 Freshland Water and Sewer District  
 Ft. Warden Public Development Authority  
 Gardena Farms Irrigation District No. 13  
 Genesee Special Utility District  
 Grant-Coeoper Hydroelectric Authority  
 Grandview Irrigation District  
 Grant County Airport District No. 1  
 Grant County Fire District No. 10  
 Grant County Fire District No. 11  
 Grant County Fire District No. 5  
 Grant County Fire District No. 11  
 Grant County Fire District No. 7  
 Grant County Fire Protection District No. 5  
 Grant County Housing Authority  
 Grant County Mosquito Control District No. 1  
 Grant County Mosquito District No. 2  
 Grant County Port District No. 4  
 Grant County Port District No. 6  
 Grant County Port District No. 7  
 Grant County Public Hospital District No. 1  
 Grant County Public Hospital District No. 2  
 Grant County Public Hospital District No. 3  
 Grant County Public Hospital District No. 4  
 Grant County Public Utility District No. 2  
 Grant Transit Authority  
 Grays Harbor Conservation District  
 Grays Harbor County Fire Protection District No. 1  
 Grays Harbor County Fire Protection District No. 12  
 Grays Harbor County Fire Protection District No. 14  
 Grays Harbor County Fire Protection District No. 2  
 Grays Harbor County Fire Protection District No. 7  
 Grays Harbor County Housing Authority  
 Grays Harbor County Water District No. 1  
 Grays Harbor County Water District No. 2  
 Grays Harbor Fire District No. 10  
 Grays Harbor Financial Services Authority  
 Grays Harbor Public Utility District No. 1

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West Slope Water District  
 West Valley Housing Authority  
 Western Lane Ambulance District  
 Westport Vauxa Rural Fire Protection District  
 Westwood Hills Road District  
 Ward Memorial Park District  
 Wicksup Water District  
 Wilamawana Park and Recreation District  
 Williams Rural Fire Protection District  
 WJ-Crow Creek Park District  
 Winchester Bay Sanitary District  
 Weston-Oakland Fire District  
 Whitson-Dillard Water District  
 Woodburn Rural Fire Protection District  
 Yamhill County Housing Authority  
 Yamhill Fire Protection District  
 Youngs River-Lewis and Clark Water District

**State**  
 Oregon Department of Administrative Services  
 Oregon Department of Revenue  
 Oregon Health Services Agency  
 Oregon Higher Education Coordinating Commission  
 Oregon Secretary of State  
 Oregon State Board of Nursing  
 State of Oregon

**Tribal**  
 Burns Paiute Tribe  
 Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians  
 Confederated Tribes of Grand Ronde Community  
 Confederated Tribes of Siletz Indians  
 Confederated Tribes of the Umatilla Indian Reservation  
 Confederated Tribes of the Warm Springs  
 Coquille Indian Tribe  
 Klamath Tribes

Gray Harbor Transportation Authority  
 Greater Waukesha Irrigation District  
 Greater Waukesha Regional Events Center Public Facilities District  
 Green Park Irrigation District No. 11  
 Hartstone Pointe Water-Sewer District  
 Highland Water District  
 Highlands Sewer District  
 Highline Water District  
 Historic Seattle Preservation and Development Authority  
 Holmes Harbor Sewer District  
 Hunter Water District  
 Isleton Irrigation District No. 9  
 Isola Irrigation District  
 Inchium Water District  
 Iron Water District No. 6  
 Island County Fire District No. 3  
 Island County Fire Protection District No. 1  
 Island County Housing Authority  
 Jefferson County Conservation District  
 Jefferson County Fire District No. 5  
 Jefferson County Fire Protection District No. 1  
 Jefferson County Fire Protection District No. 3  
 Jefferson County Public Utility District No. 1  
 Jefferson County Water District No. 3  
 Jefferson Transit Authority  
 Joplin South Water District  
 Kapaewa Water District  
 Kalia Housing Authority  
 Kennewick Housing Authority  
 Kennewick Irrigation District  
 Kennewick Public Facilities District  
 Kennewick Public Hospital District  
 Kent Fire Department Regional Fire Authority  
 Key Peninsula Metro Parks District  
 King County Airport District No. 1  
 King County Ferry District  
 King County Fire Protection District No. 16  
 King County Fire Protection District No. 2  
 King County Fire Protection District No. 20  
 King County Fire Protection District No. 25  
 King County Fire Protection District No. 27  
 King County Fire Protection District No. 28  
 King County Fire Protection District No. 34  
 King County Fire Protection District No. 37  
 King County Fire Protection District No. 40  
 King County Fire Protection District No. 43  
 King County Fire Protection District No. 44  
 King County Fire Protection District No. 45  
 King County Fire Protection District No. 47  
 King County Fire Protection District No. 50  
 King County Flood Control District  
 King County Hospital District No. 4  
 King County Housing Authority  
 King County Public Hospital District No. 1  
 King County Public Hospital District No. 2  
 King County Water District No. 1  
 King County Water District No. 111  
 King County Water District No. 127  
 King County Water District No. 139  
 King County Water District No. 135  
 King County Water District No. 15  
 King County Water District No. 20  
 King County Water District No. 45  
 King County Water District No. 48  
 King County Water District No. 54  
 King County Water District No. 99  
 Kitsap Conservation District  
 Kitsap County Consolidated Housing Authority  
 Kitsap County Fire District No. 18  
 Kitsap County Public Library District No. 1  
 Kitsap County Rural Library District  
 Kitsap Public Health District  
 Kitsap County Conservation District  
 Kitsap County Fire District No. 2  
 Kitsap County Fire Protection District No. 7  
 Kitsap County Hospital District No. 2  
 Kitsap County Housing Authority  
 Kitsap County Public Utility District No. 1  
 Kitsap County Water District No. 5  
 Kitsap County Water District No. 6  
 Kitsap County Water District No. 7  
 Klickitat County Fire District No. 14  
 Klickitat County Fire District No. 15  
 Klickitat County Fire District No. 3  
 Klickitat County Fire Protection District No. 4  
 Klickitat County Fire Protection District No. 5  
 Klickitat County Port District No. 1  
 Klickitat County Public Hospital District No. 1  
 Klickitat County Public Hospital District No. 2  
 Klickitat County Public Utility District No. 1  
 Lacey Fire District 3  
 Lake Chaney Reclamation District  
 Lake Chaney Sewer District  
 Lake Forest Park Water District

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Washington

- Lake Stevens Sewer District
- Lake Wenatchee Water District
- Lake Whitman Water and Sewer District
- Lakelse Valley District
- Lakewood Water District
- Lower Water and Sewer District
- Lewis County Conservation District
- Lewis County Fire District No. 1
- Lewis County Fire District No. 11
- Lewis County Fire District No. 13
- Lewis County Fire District No. 18
- Lewis County Fire District No. 9
- Lewis County Fire Protection District No. 14
- Lewis County Fire Protection District No. 16
- Lewis County Fire Protection District No. 2
- Lewis County Fire Protection District No. 5
- Lewis County Fire Protection District No. 6
- Lewis County Fire Protection District No. 8
- Lewis County Hospital District No. 1
- Lewis County Public Facilities District
- Lewis County Public Utility District No. 1
- Lewis County Water District No. 1
- Lewis County Water District No. 3
- Lewis Public Transportation Benefit Area Authority
- Liberty Lake Sewer and Water District
- Lincoln County Fire District No. 1
- Lincoln County Fire District No. 4
- Lincoln County Fire Protection District No. 5
- Lincoln County Fire Protection District No. 6
- Lincoln County Fire Protection District No. 8
- Lincoln County Hospital District No. 3
- Lincoln-Klamath County Fire Protection District No. 3
- Longview Housing Authority
- Lopez Island Library District
- Lower Elsie Housing Authority
- Lower Spalduck Irrigation District
- Lummi Housing Authority
- Lummi Tribal Sewer and Water District
- Makah Housing Authority
- Makaha Water District
- Manchester Water District
- Manzan Park and Recreation District
- Marshall Flood Control District
- Mayfield Fire District
- Mason Conservation District
- Mason County Fire District No. 13
- Mason County Fire District No. 17
- Mason County Fire District No. 2
- Mason County Fire District No. 4
- Mason County Fire Protection District No. 5
- Mason County Fire Protection District No. 8
- Mason County Housing Authority
- Mason County Public Hospital District No. 1
- Mason County Public Utility District No. 1
- Mason County Public Utility District No. 3
- Mason County Transit Authority
- Methow Valley Irrigation District
- Mid-Columbia Library District
- Midway Sewer District
- Mishaw Irrigation District No. 20
- Mission Lake Irrigation and Rehabilitation District
- Mulikin Water and Wastewater District
- Nashee-Selah Irrigation District
- North Beach Water District
- North Central Washington Economic Development District
- North City Water District
- North County Regional Fire Authority
- North Highline Fire District
- North Perry Avenue Water District
- North Winthrop Park and Recreation District
- Northwest Sammamish Sewer and Water District
- Northshore Utility District
- Northwest Park and Recreation District No. 2
- Okanogan Conservation District
- Okanogan County Cemetery District No. 4
- Okanogan County Fire District No. 6
- Okanogan County Fire Protection District No. 11
- Okanogan County Housing Authority
- Okanogan County Public Hospital District No. 3
- Okanogan County Public Hospital District No. 4
- Okanogan County Public Utility District No. 1
- Okanogan Fire Protection District No. 16
- Okanogan Irrigation District
- Olympic View Water and Sewer District
- Olympic Terrace Sewer District
- Orca Island Library District
- Orcutt Avenue Irrigation District No. 6
- Oryville Housing Authority
- Orrville-Tonasket Irrigation District
- Othello Housing Authority
- Pacific Conservation District
- Pacific County Fire District No. 2
- Pacific County Fire Protection District No. 1
- Pacific County Fire Protection District No. 3

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Pacific County Public Health Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Patuxent/Franklin County Moving Authority
- Pend Oreille County Fire District No. 2
- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Utility District No. 3
- Periwinkle Housing Authority
- Perisuda Metropolitan Park District
- Pequot Irrigation District
- Pequot Water District
- Pierce Conservation District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 18
- Pierce County Fire District No. 23
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 5
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Housing Authority
- Pike River Market Preservation and Development Authority
- Pike Roberts Water District No. 4
- Pondway Shores Water and Sewer District
- Port Ludlow Drainage District
- Prescott Joint Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No. 1
- Puyallup Tribal Health Authority
- Quincy Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richard Housing Authority
- Richard Public Facilities District
- Ronald Washington District
- Roseburg Irrigation District
- Saraween Lake Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Sedro Woolley Water District
- Seattle Childrens International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle Seaside Regional Tourism Authority
- Seble-Neuse Irrigation District
- Si View Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water And Sewer District
- Silverdale Water District
- Skagit Conservation District
- Skagit County Cemetery District No. 2
- Skagit County Fire District No. 10
- Skagit County Fire District No. 11
- Skagit County Fire District No. 15
- Skagit County Fire District No. 9
- Skagit County Fire Protection District No. 13
- Skagit County Fire Protection District No. 14
- Skagit County Fire Protection District No. 2
- Skagit County Fire Protection District No. 3
- Skagit County Fire Protection District No. 4
- Skagit County Fire Protection District No. 5
- Skagit County Fire Protection District No. 8
- Skagit County Housing Authority
- Skagit County Public Hospital District No. 1
- Skagit County Public Hospital District No. 2
- Skagit County Public Hospital District No. 304
- Skagit County Public Utility District No. 1
- Skagit County Sewer District No. 1
- Skagit County Sewer District No. 2
- Skagit Valley Public Hospital District No. 1
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Public Hospital District No. 1
- Skamania County Public Utility District No. 1
- Skamawawa Water and Sewer District
- Skamawawa Water and Sewer District
- Skamawawa Water and Sewer District
- Snohomish County Fire District No. 15
- Snohomish County Fire District No. 16
- Snohomish County Fire District No. 19
- Snohomish County Fire District No. 26
- Snohomish County Fire District No. 5
- Snohomish County Fire Protection District No. 1
- Snohomish County Fire Protection District No. 17



Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Snohomish County Fire Protection District No. 21
- Snohomish County Fire Protection District No. 22
- Snohomish County Fire Protection District No. 25
- Snohomish County Fire Protection District No. 28
- Snohomish County Fire Protection District No. 3
- Snohomish County Fire Protection District No. 7
- Snohomish County Housing Authority
- Snohomish County Public Hospital District No. 1
- Snohomish County Public Hospital District No. 2
- Snohomish County Public Utility District No. 1
- Snohomish Health District
- Snohomish Rural Regional Water Authority
- Snoqualmie Valley Hospital District
- South Columbia Basin Irrigation District
- South Correctional Facility Public Development Authority
- South Riches Irrigation District
- South Whittier Fire Authority
- South Whittier Parks and Recreation District
- South Yakima Conservation District
- Southwest Suburban Sewer District
- Spokane Conservation District
- Spokane County Fire District No. 12
- Spokane County Fire District No. 2
- Spokane County Fire District No. 4
- Spokane County Fire Protection District No. 10
- Spokane County Fire Protection District No. 11
- Spokane County Fire Protection District No. 13
- Spokane County Fire Protection District No. 3
- Spokane County Fire Protection District No. 5
- Spokane County Fire Protection District No. 8
- Spokane County Fire Protection District No. 9
- Spokane County Library District
- Spokane County Water District No. 3
- Spokane Housing Authority
- Spokane Indian Housing Authority
- Spokane Public Facilities District
- Spokane Regional Health District
- Spokane Transit Authority
- Startup Water District
- Stapleg Server District No. 1
- Stevens County Fire District No. 2
- Stevens County Fire District No. 6
- Stevens County Fire Protection District No. 1
- Stevens County Fire Protection District No. 10
- Stevens County Fire Protection District No. 12
- Stevens County Fire Protection District No. 5
- Stevens County Public Utility District No. 1
- Stevens County Rural Library District
- Stevens Past Sewer District
- Sun Harbor Water District No. 3
- Sunrise Housing Authority
- Sunnyside Valley Irrigation District
- SurryLake Water District
- Swinomish Housing Authority
- Tacoma Community Redevelopment Authority
- Tacoma Housing Authority
- Tacoma Metropolitan Park District
- Ternese Heights Sewer District
- Thea Foss Waterway Development Authority
- Three Rivers Regional Water Inter Authority
- Thurston Conservation District
- Thurston County Fire District No. 12
- Thurston County Fire District No. 4
- Thurston County Fire District No. 8
- Thurston County Fire Protection District No. 3
- Thurston County Fire Protection District No. 5
- Thurston County Fire Protection District No. 6
- Thurston County Fire Protection District No. 8
- Thurston County Housing Authority
- Thurston County Public Utility District No. 1
- Tri-County Economic Development District
- Tukwila Metropolitan Park District
- Underwood Conservation District
- Union Gap Irrigation District
- Vig View Sewer District
- Valley Regional Fire Authority
- Valley View Sewer District
- Valley Water District
- Vancouver Housing Authority
- Vashon Park District
- Wahkiakum County Public Utility District No. 1
- Wahkiakum Fire Protection District No. 1
- Wahkiakum Park District No. 1
- Walla Walla County Fire Protection District No. 1
- Walla Walla County Fire Protection District No. 3
- Walla Walla County Fire Protection District No. 4
- Walla Walla County Fire Protection District No. 5
- Walla Walla County Fire Protection District No. 8
- Walla Walla County Rural Library District
- Walla Walla Housing Authority
- Walla Walla Water District No. 1
- Washington State Convention Center Public Facilities District
- Washington State Major League Baseball Stadium Public Facilities District
- Washington State Tobacco Settlement Authority

Hawaii

Maine

Oregon

South Carolina

Utah

Washington

Water District 19  
 Wells Branch Irrigation District  
 Wendover Reclamation District  
 Wenatchee-Chinook Irrigation District  
 West Sound Utility District  
 Whatcom County Fire District  
 Whatcom County Fire District No. 1  
 Whatcom County Fire District No. 11  
 Whatcom County Fire District No. 14  
 Whatcom County Fire District No. 16  
 Whatcom County Fire District No. 17  
 Whatcom County Fire District No. 4  
 Whatcom County Fire District No. 5  
 Whatcom County Fire District No. 7  
 Whatcom County Fire District No. 8  
 Whatcom County Public Utility District No. 1  
 Whatcom County Water District No. 12  
 Whatcom County Water District No. 13  
 Whatcom County Water District No. 2  
 Whatcom County Water District No. 7  
 Whatcom Transportation Authority  
 Whiteley Island Public Hospital District  
 Whitewater Reclamation District  
 Whiteman County Fire District No. 11  
 Whiteman County Fire Protection District No. 12  
 Whiteman County Fire Protection District No. 14  
 Whiteman County Fire Protection District No. 7  
 Whiteman County Public Hospital District No. 3  
 Whiteman County Rural Library District  
 Whitefork Water District No. 2  
 Willapa Valley Water District  
 William Stone Memorial Food District  
 Williams Lake Sewer District No. 2  
 Wine Science Center Development Authority  
 Wallabell Harbor Sewer District  
 Woodville Water District  
 Yakima County Fire District No. 1  
 Yakima County Fire District No. 3  
 Yakima County Fire District No. 4  
 Yakima County Fire District No. 5  
 Yakima County Fire District No. 6  
 Yakima County Fire Protection District No. 12  
 Yakima County Fire Protection District No. 14  
 Yakima County Hospital Control District  
 Yakima Housing Authority  
 Yakima Regional Chamber of Commerce  
 Yakima Rural County Library District  
 Yakima-Tilton Irrigation District

**Yuba**

Yonkers Community College  
 Seattle Colleges  
 State Of Washington  
 Washington State Department of Enterprise Services  
 Washington State Department of Health  
 Washington State Department of Social and Health Services  
 Washington State Health Care Authority

**Tribal**

Columbia River Inter-Tribal Fish Commission  
 Confederated Tribes of the Chualar Reservation  
 Confederated Tribes of the Colville Reservation  
 Confederated Tribes of the Umatilla Nation  
 Cowiits Indian Tribe  
 Hoh Indian Tribe  
 Jamulom's S'Klallam Tribe  
 Kallispel Tribe of Indians  
 Lower Duwamish Indian Tribe  
 Lummi Indian Nation  
 Nlaka'pamix Indian Tribe  
 Nisqually Indian Tribe  
 Nooksack Indian Tribe  
 Port Gamble S'Klallam Tribe  
 Puyallup Tribe of Indians  
 Quinault Indian Tribe  
 Quileute Indian Nation  
 Samish Indian Nation  
 Sunk-Suquamish Indian Tribe  
 S'Wabamish Indian Tribe  
 Snoqualmie Indian Tribe  
 Spokane Tribe  
 Squamish Tribe  
 S'tiqwamish Tribe of Indians  
 Squamish Tribe  
 Swinomish Indian Tribal Community  
 Tulaip Tribes  
 Upper Skagit Indian Tribe  
 Yakima Nation Land Enterprise





**SOURCEWELL<sup>SM</sup> (Formerly NJPA) AWARDED VENDOR**  
**REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by Sourcewell<sup>SM</sup> (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

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(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

---

Vendor Agrees (YES or NO) Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

---

Vendor Agrees (YES or NO) Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

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

---

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

*Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.*

*This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.*

Vendor: \_\_\_\_\_

Contract number: \_\_\_\_\_

Category: \_\_\_\_\_

Maturity date: \_\_\_\_\_

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

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Printed name and title of authorized representative: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

## Letter of Agreement To Extend the Contract

Between

**Caterpillar Inc.**  
100 NE Adams St.  
Peoria, IL 61629

And

**Sourcwell**  
202 12<sup>th</sup> Street NE  
Staples, MN 56479  
Phone: (218) 894-1930

The Vendor and Sourcwell have entered into an Agreement (Contract #032119-CAT) for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. This Agreement has an expiration date of May 13, 2023, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on May 14, 2024. All other terms and conditions of the Agreement remain in force.

Sol DocuSigned by:  
*Jeremy Schwartz*

By: C0FD2A139D06489..., Its: **Director of Operations & Procurement/CPO**

Name printed or typed: Jeremy Schwartz

Date 10/17/2022 | 12:33 PM CDT

Cate DocuSigned by:  
*Patrick Kearns*

By: 68A87926721B4E0..., Its: Vice President Sales & Marketing - North Ar

Name printed or typed: Patrick Kearns

Date 10/19/2022 | 7:56 AM PDT



# **EXHIBIT B**

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160248-01-01

April 29, 2023

CITY OF LONG BEACH FLEET SERVICES  
ATTN AP DEPT  
2600 TEMPLE AVE  
LONG BEACH, California 90806

Attention: JUAN L MERCADO

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Four (4) New Caterpillar Inc. Model: 430 Backhoe Loader including standard and optional equipment as listed.

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris  
Governmental Sales

Four (4) New Caterpillar Inc. Model: 430 Backhoe Loader including standard and optional equipment as listed.

## Standard Equipment

### BOOMS, STICKS, AND LINKAGES

#### BACKHOE

- 15' Center pivot backhoe  
4.5 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

#### LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig  
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

### POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

- Drive-line parking brake
- Torque converter
- Neutral safety switch
- Spin-on filters for  
Fuel  
Engine oil  
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

### HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

### ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

### OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

#### FLUIDS

- Antifreeze - Extended Life Coolant

-20F (-30C)

#### OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

**MACHINE SPECIFICATIONS**

430 07A BACKHOE LOADER CFG2	543-3343
STICK, EXTENDABLE, 15FT	543-4286
PT, 4WD/2WS, AUTOSHIFT, LTC	544-1059
ENGINE, 86KW, C3.6 DITA, T4F	543-5181
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774
CAB, DELUXE	544-0883
DISPLAY, STANDARD	545-5047
WORKLIGHTS (8) LED LAMPS	491-6736
SEAT, DELUXE FABRIC, HEATED	611-0345
SEAT BELT, 3" SUSPENSION	206-1748
AIR CONDITIONER, T4F	542-7810
PRODUCT LINK, CELLULAR, PLE643	560-6797
TIRES, 340 80-18/500 70-24, MX	533-0488
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
LOADER BUCKET PINS	545-8548
BUCKET-MP, 1.3 YD3, PO	337-7436
CUTTING EDGE, TWO PIECE	9R-5321
BUCKET, HOE, (NONE)	175-7877
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	551-6453
COUPLING,QD,THREADED WITH CAPS	456-3390
LINES, COMBINED AUX, E-STICK	548-1233
BEACON, MAGNETIC MOUNT, STROBE	433-0154
STANDARD RADIO (12V)	540-2298
DISPLAY, SECURITY, ENABLED	573-0397
BATTERY, HEAVY DUTY	516-5913
AUTO-UP STABILIZERS	567-5090
PLATE GROUP - BOOM WEAR	270-3204
MIRRORS, EXTERNAL, BOTH SIDES	382-2499
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
BUCKET-HD, 12", 3.4 FT3, PL	247-1947
BUCKET-HD, 18", 4.9 FT3, PL	247-1949
BUCKET-HD, 24", 7.3 FT3, PL	247-1950
HAMMER, H80S	561-2553
BRACKET, 1/4YD PL, XL	416-8031
LINES, H80 BHL-F	399-6962

**WARRANTY & COVERAGE**

Standard Warranty: 12 MONTHS FULL MACHINE

**DELIVERY**

On or about May 6, 2024

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SELL PRICE	\$921,980.20
TIRE FEE	\$28.00
SALES TAX (10.25%)	\$94,502.97
<b>AFTER TAX BALANCE</b>	<b>\$1,016,511.17</b>

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**PAYMENT TERMS**

**Cash Invoice Terms**

CASH WITH ORDER

\$0.00

**F.O.B/TERMS:**

Delivered / Net 10 days

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature