

AGREEMENT

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THIS AGREEMENT is made and entered as of April 20, 2023 for reference purposes only, pursuant to Resolution No. RES-23-0038 adopted by the City Council of the City of Long Beach at its meeting on March 21, 2023, by and between ARIZONA MACHINERY, LLC dba STOTZ EQUIPMENT, an Arizona Limited Liability Company ("Contractor"), with a place of business located at 4811 Brooks Street, Montclair, CA 91763, 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 two John Deere tractors, with related equipment, (1) current model John Deere 7R210 tractor to replace existing unit (14809) and (2) current model John Deere 6R215 tractor to replace existing unit (143007), through John Deere Construction Retail Sales contract with Sourcewell; and

WHEREAS, Sourcewell has a contract for the purchase of two John Deere tractors, with related equipment and accessories, Contract No. 032119-JDC (collectively "Sourcewell Contract"); and

WHEREAS, Stotz Equipment is the local distributor of John Deere Construction Retail Sales. Arizona Machinery Inc. is the managing member of Arizona Machinery LLC, who does dealership business as Stotz Equipment; and

WHEREAS, the City's participation in the Sourcewell Contract will facilitate the City's ability to purchase as well as provide considerable cost benefits to the City; and

WHEREAS, Resolution No. RES-23-0038 authorizes the City to purchase two John Deere tractors with related equipment and accessories 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 Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions

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

1 contained in the Sourcewell Contract shall be applicable here except as follows:

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

4 B. Contractor shall sell, furnish and deliver to the City two John
5 Deere tractors, with related equipment and accessories of substantially the same
6 type and kind purchased under the Sourcewell Contract, except as modified by
7 Exhibit "B" attached hereto and incorporated by this reference, in an amount not to
8 exceed Five Hundred Thirty-Six Thousand Five Hundred Seventy-Nine Dollars
9 (\$536,579), including tax and shipping, until the Sourcewell Contract expires on
10 March 13, 2024. To the extent that the Sourcewell Contract and this Agreement are
11 inconsistent, the following priority shall govern: (1) this Agreement and (2) the
12 Sourcewell Contract.

13 C. Payment for the two John Deere tractors with related
14 equipment and accessories from Contractor by the City shall be made by the City
15 on delivery to and acceptance of the two John Deere tractors with related equipment
16 and accessories by the City and submittal of an invoice to the City. Payment is due
17 thirty (30) days after the date of the invoice.

18 D. All warranties shall accrue to the City of Long Beach.

19 2. Neither this Agreement nor any money that becomes due to
20 Contractor under this Agreement may be assigned by Contractor without the prior written
21 consent of the City Manager or his designee.

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

27 4. The terms appearing on the Sourcewell Contract are incorporated in
28 this Agreement.

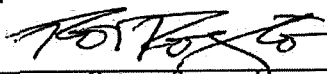
 5. Contractor shall cooperate with the City in all matters relating to self-

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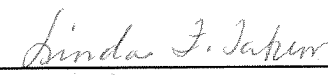
1 accrual of use tax. Contractor shall contact the City Treasurer for additional information
2 regarding self-accrual.

3 6. This Agreement and all documents which are incorporated by
4 reference in this Agreement constitute the entire understanding between the parties and
5 supersede all other agreements, oral or written, with respect to the subject matter of this
6 Agreement.

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

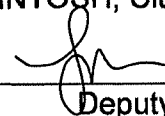
9 ARIZONA MACHINERY, ~~INC.~~ ^{LLC} DBA
10 STOTZ EQUIPMENT, a Arizona
11 corporation
12 By 
13 Name Rob Roszpaczy
14 Title Vice President of Managing Member

15 _____, 2023
16 By _____
17 Name _____
18 Title _____

19 "Contractor"
20 CITY OF LONG BEACH, a municipal
21 corporation
22 By 
23 City Manager

24 EXECUTED PURSUANT
25 TO SECTION 301 OF
26 THE CITY CHARTER.
27 "City"

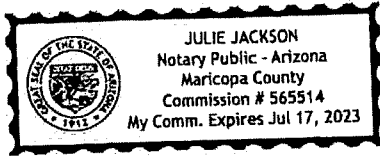
28 This Agreement is approved as to form on July 6, 2023.

DAWN MCINTOSH, City Attorney
By 
Deputy

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Arizona }
County of Maricopa } ss.

On this the 29th day of June, 2023, before
me, Julie Jackson, the undersigned Notary
Public, personally appeared Rob Kosztoczy,
Name of Notary Public Name(s) of Signer(s)



personally known to me - OR -
 proved to me on the basis of satisfactory
evidence
to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.

WITNESS my hand and official seal.

Julie Jackson
Signature of Notary Public

Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Right Thumbprint of Signer
Top of thumb here

EXHIBIT “A”



SourcewellSM

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 12th 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. 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

January 31, 2019	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: www.sourcewell-mn.gov/compliance-legal/oregon-advertising 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.
March 5, 2019 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at 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.

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.

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.

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 (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.

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.

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 made 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).

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 county 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

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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: _____

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: _____

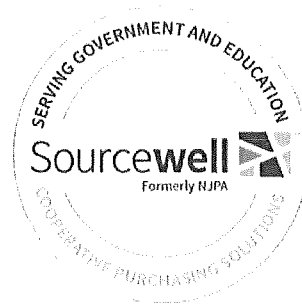
CAGE Code/DUNS: _____

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	
TOTAL POINTS	1000	

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.)

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: “Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX”		
	Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 th 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
- 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

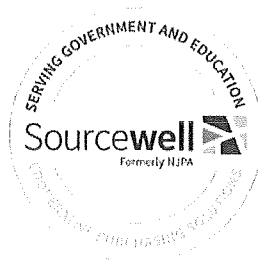
Vendor Authorized Signature

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

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](#)

Hawaii	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 204	Higher Education	Town of Wadley	Town of Vineyard	Town of Clifton
Katlamont School District 191	Blair Mountain Community College	Town of Ware Shoals	Town of Virginia	Town of Clack
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Palzer	Town of Wixom	Town of Darrington
Kimberville School District No. 414	Chemeketa Community College	Town of West Union	Town of Wolcott	Town of Eatonville
Koonce School District No. 374	Clatsop Community College	Town of Whitmer	Utah Basin Association of Governments	Town of Elmer City
Kura Joint School District No. 3	Clatsop Community College	Town of Williamson	Utah Applied Technology College	Town of Endicott
Lake Pend Oreille School District No. 84	Clatsop Community College	Town of Williams	Utah State University	Town of Fairfield
Lakeland School District No. 172	Clatsop Community College	Town of Wernboro	Utah Applied Technology College	Town of Farmington
Lapwai School District No. 341	Clatsop Community College District	Town of Westport	Utah Applied Technology College	Town of Friday Harbor
Levellon Independent School District No. 1	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Gifford
Mackay School District No. 182	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Hamilton
Madison School District No. 311	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Harrah
Marion Valley Joint School District No. 21	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Hattiesburg
Marsing Joint School District No. 383	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Hills Point
Meadow Valley School District No. 11	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Inver
Meda School District No. 136	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Jone
Midgerton School District No. 194	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of La Cumbre
Milwaukie School District No. 413	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of LaCroix
Missoula County School District No. 311	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Latah
Mission School District No. 285	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Lind
Mountlake Home School District No. 193	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Linn
Mountlake View School District No. 244	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Madison
Multnomah School District No. 382	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mansfield
Murtagh Joint School District No. 418	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Marne
Nampa Christian School Inc.	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mascoutah
Nampa School District No. 133	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
New Plymouth School District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Nepean Joint School District No. 302	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
North School District No. 148	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Notus School District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Oreola County School District No. 351	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Oreola Joint School District No. 171	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Parma School District No. 137	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Payette School District No. 371	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Phonix Valley Joint School District No. 44	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Pocahontas School District No. 25	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Post Falls School District No. 273	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Prattville School District No. 285	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Preston Joint School District No. 201	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Ridgeway School District No. 316	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Rose Joint School District No. 252	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Rockland School District No. 382	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Salmon River Joint School District No. 243	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Salmon School District No. 128	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Shelley School District No. 60	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Shoshone Joint School District No. 312	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Snake River School District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Soda Springs Joint School District No. 150	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
South Linn School District No. 293	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
St. Maries Joint School District No. 41	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Sugar Valley Joint School District No. 322	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Swan Valley Elementary School District No. 31	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Swan Valley School District No. 92	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Teton County School District No. 403	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Three Creeks Joint School District No. 416	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Trey School District No. 287	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Twin Falls School District No. 411	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Valley School District No. 762	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Valley School District No. 139	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Vision Charter School District # 463	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Wallace School District No. 193	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Wenatchee School District No. 431	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Wenatchee School District No. 212	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
West Bonner County School District No. 83	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
West Jefferson School District No. 253	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
West Side School District No. 202	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Winemore Joint School District No. 288	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Wilder School District No. 133	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Special District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Ada County Emergency Medical Services District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Ada County Highway District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Adams County Recreation District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Albany Water and Sewer District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Albany Highway District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Alpine Meadows Water and Sewer District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
American Falls Free Library District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
American Falls Housing Authority	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Avery Water and Sewer District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Aronette Irrigation District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Bay View Water and Sewer District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Bear Lake County Library District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Bend Sewer District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Benton County Fire Library District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Big Canyon Fire District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Blaine County Housing Authority	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Blaine County Recreation District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Bliss Fire District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Boise Basin Library District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Boise City/Ada County Housing Authority	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Boise-King Irrigation District	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Bonneville County Fire District No. 1	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield
Brunswick Valley District Library	Clatsop Community College	Town of Westport	Utah Applied Technology College	Town of Mayfield

Hawai

Idaho

Oregon

South Carolina

Utah

Washington

Warner Water and Sewer District	Gaston School District 111	Lancaster County School District	Central Utah County Water Conservancy District	Washington State University
North Highway District	Gervais School District	Lawrence County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
North Rural Fire Protection District	Gladstone School District	Lawrence County School District No. 56	Central Utah Water Conservancy District	Washington Valley College
North Valley Fire District	Glendale School District No. 77	Lea County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glendale School District	Legacy Charter Schools	Copperton Improvement District	Whitman Community College
Canyon Highway District No. 4	Grant County Education Service District	Levellon County School District No. 1	Costlowood Improvement District	Yakima Valley Community College
Cascade Rural Fire District	Grant School District No. 3	Levellon County School District No. 2	Davis Community Housing Authority	Education No. 121
Castleford Rural Fire District	Grant Falls School District No. 7	Levellon County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District #1	Levellon County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Alba School District No. 215
Central Overhead Sewer District	Griffin-Bullock School District	Levellon County School District No. 5	Douglas County Upper County Water Improvement District	Alvira School District No. 17
Central Shoshone County Water District	Harney County School District No. 3	Malheur County School District	Duchesne County Water Conservancy District	Asacrestes School District No. 103
Clark County District Library	Harney Education Service District	Malheur County School District No. 7	Energy County Housing Authority	Arington Public Schools
Clark Free Library District	Harper School District No. 66	Malheur County School District No. 8	Energy County Housing Authority	Asotin-Astoria School District
Clarkia Highway District	Harzburg School District No. 7	Malheur County School District No. 9	Energy County Special Service District No. 1	Auburn School District No. 408
Cleaver Water Free Library District	Helen School District No. 18	Malheur County School District No. 10	Energy County Special Service District No. 2	Bainbridge Island School District No. 303
Cleaver Water Highway District	Hermiston School District	Malheur County School District No. 11	Energy County Special Service District No. 3	Battle Ground School District No. 139
Cleaver Water Soil and Water Conservation District	High Desert Education Service District	Malheur County School District No. 12	Energy County Special Service District No. 4	Bellevue School District
Cleaver Water Water District	Hillburo School District No. 17	Malheur County School District No. 13	Energy County Special Service District No. 5	Bellevue School District No. 405
Consolidated Free Library District	Hood River County School District	Malheur County School District No. 14	Energy County Special Service District No. 6	Bellevue School District No. 503
Cottonwood Highway District	Huntington School District No. 161	Malheur County School District No. 15	Energy County Special Service District No. 7	Bemiss School District No. 132
Deer River Fire District	Imbler School District No. 11	Malheur County School District No. 16	Energy County Special Service District No. 8	Bemiss School District No. 403
Deer River Highway District	Imperial School District No. 11	Malheur County School District No. 17	Energy County Special Service District No. 9	Benton School District
Downey Highway District	Imperial School District No. 12	Malheur County School District No. 18	Energy County Special Service District No. 10	Benton School District No. 503
Downey Fork Lake Highway District	Jackson County School District No. 9	Malheur County School District No. 19	Energy County Special Service District No. 11	Benton School District No. 503
Dry Creek Cemetery Maintenance District	Jackson County School District No. 309-J	Malheur County School District No. 20	Energy County Special Service District No. 12	Benton School District No. 503
Eight Fire Protection District	Jefferson School District	Malheur County School District No. 21	Energy County Special Service District No. 13	Benton School District No. 503
Eight Fire District	Jefferson County School District No. 8	Malheur County School District No. 22	Energy County Special Service District No. 14	Benton School District No. 503
East Bonner County Free Library District	John Day School District No. 3	Malheur County School District No. 23	Energy County Special Service District No. 15	Benton School District No. 503
East Bonner County Library District	Jordan Valley School District No. 3	Malheur County School District No. 24	Energy County Special Service District No. 16	Benton School District No. 503
East Greenwater Irrigation District	Jordan Valley School District No. 4	Malheur County School District No. 25	Energy County Special Service District No. 17	Benton School District No. 503
Eastern Idaho Public Health District	Jordan Valley School District No. 5	Malheur County School District No. 26	Energy County Special Service District No. 18	Benton School District No. 503
Eastern Idaho Regional Wastewater Authority	Jordan Valley School District No. 6	Malheur County School District No. 27	Energy County Special Service District No. 19	Benton School District No. 503
Elk River Free Library District	Jordan Valley School District No. 7	Malheur County School District No. 28	Energy County Special Service District No. 20	Benton School District No. 503
Elmer Soil and Water Conservation District	Jordan Valley School District No. 8	Malheur County School District No. 29	Energy County Special Service District No. 21	Benton School District No. 503
Ferdinand Highway District	Jordan Valley School District No. 9	Malheur County School District No. 30	Energy County Special Service District No. 22	Benton School District No. 503
Fish Haven Absecon Abatement District	Jordan Valley School District No. 10	Malheur County School District No. 31	Energy County Special Service District No. 23	Benton School District No. 503
Franklin County District Library	Jordan Valley School District No. 11	Malheur County School District No. 32	Energy County Special Service District No. 24	Benton School District No. 503
Friedman Memorial Airport Authority	Jordan Valley School District No. 12	Malheur County School District No. 33	Energy County Special Service District No. 25	Benton School District No. 503
Garden Valley District Library	Jordan Valley School District No. 13	Malheur County School District No. 34	Energy County Special Service District No. 26	Benton School District No. 503
Garden Valley Fire Protection District	Jordan Valley School District No. 14	Malheur County School District No. 35	Energy County Special Service District No. 27	Benton School District No. 503
Garden Valley Recreation District	Jordan Valley School District No. 15	Malheur County School District No. 36	Energy County Special Service District No. 28	Benton School District No. 503
Gen County Fire Protection District	Jordan Valley School District No. 16	Malheur County School District No. 37	Energy County Special Service District No. 29	Benton School District No. 503
Gen County Mosquito Abatement District	Jordan Valley School District No. 17	Malheur County School District No. 38	Energy County Special Service District No. 30	Benton School District No. 503
Glenn Valley Highway District	Jordan Valley School District No. 18	Malheur County School District No. 39	Energy County Special Service District No. 31	Benton School District No. 503
Gooding County Memorial Hospital District	Jordan Valley School District No. 19	Malheur County School District No. 40	Energy County Special Service District No. 32	Benton School District No. 503
Grangeville Highway District	Jordan Valley School District No. 20	Malheur County School District No. 41	Energy County Special Service District No. 33	Benton School District No. 503
Grangeville Water and Sewer District	Jordan Valley School District No. 21	Malheur County School District No. 42	Energy County Special Service District No. 34	Benton School District No. 503
Greater Baker Auditorium District	Jordan Valley School District No. 22	Malheur County School District No. 43	Energy County Special Service District No. 35	Benton School District No. 503
Greater Klamath Park and Recreation District	Jordan Valley School District No. 23	Malheur County School District No. 44	Energy County Special Service District No. 36	Benton School District No. 503
Greater Swan Valley Fire Protection District No. 2	Jordan Valley School District No. 24	Malheur County School District No. 45	Energy County Special Service District No. 37	Benton School District No. 503
Ground Water and Sewer District	Jordan Valley School District No. 25	Malheur County School District No. 46	Energy County Special Service District No. 38	Benton School District No. 503
Harbor View Estates Water and Sewer District	Jordan Valley School District No. 26	Malheur County School District No. 47	Energy County Special Service District No. 39	Benton School District No. 503
Hayden Lake Irrigation District	Jordan Valley School District No. 27	Malheur County School District No. 48	Energy County Special Service District No. 40	Benton School District No. 503
Hayden Lake Recreational Water and Sewer District	Jordan Valley School District No. 28	Malheur County School District No. 49	Energy County Special Service District No. 41	Benton School District No. 503
Hillside Highway District	Jordan Valley School District No. 29	Malheur County School District No. 50	Energy County Special Service District No. 42	Benton School District No. 503
Honolulu Highway District	Jordan Valley School District No. 30	Malheur County School District No. 51	Energy County Special Service District No. 43	Benton School District No. 503
Hue One Water and Sewer District	Jordan Valley School District No. 31	Malheur County School District No. 52	Energy County Special Service District No. 44	Benton School District No. 503
Horshoek Bend Fire Protection District	Jordan Valley School District No. 32	Malheur County School District No. 53	Energy County Special Service District No. 45	Benton School District No. 503
Idaho Soil and Water Conservation District	Jordan Valley School District No. 33	Malheur County School District No. 54	Energy County Special Service District No. 46	Benton School District No. 503
Indian Valley Park District	Jordan Valley School District No. 34	Malheur County School District No. 55	Energy County Special Service District No. 47	Benton School District No. 503
Iona-Bonneville Sewer District	Jordan Valley School District No. 35	Malheur County School District No. 56	Energy County Special Service District No. 48	Benton School District No. 503
Island Park Fire District	Jordan Valley School District No. 36	Malheur County School District No. 57	Energy County Special Service District No. 49	Benton School District No. 503
Jerome Highway District	Jordan Valley School District No. 37	Malheur County School District No. 58	Energy County Special Service District No. 50	Benton School District No. 503
Jerome Recreation District	Jordan Valley School District No. 38	Malheur County School District No. 59	Energy County Special Service District No. 51	Benton School District No. 503
Jerome Rural Fire District No. 1	Jordan Valley School District No. 39	Malheur County School District No. 60	Energy County Special Service District No. 52	Benton School District No. 503
Jerome Fire Protection District	Jordan Valley School District No. 40	Malheur County School District No. 61	Energy County Special Service District No. 53	Benton School District No. 503
Kamiah Highway District	Jordan Valley School District No. 41	Malheur County School District No. 62	Energy County Special Service District No. 54	Benton School District No. 503
Kelso Rural Fire Protection District	Jordan Valley School District No. 42	Malheur County School District No. 63	Energy County Special Service District No. 55	Benton School District No. 503
Kidder-Hess Highway District	Jordan Valley School District No. 43	Malheur County School District No. 64	Energy County Special Service District No. 56	Benton School District No. 503
Kingston Water District	Jordan Valley School District No. 44	Malheur County School District No. 65	Energy County Special Service District No. 57	Benton School District No. 503
Kootenai County Water District No. 1	Jordan Valley School District No. 45	Malheur County School District No. 66	Energy County Special Service District No. 58	Benton School District No. 503
Kootenai Forestry Sewer District	Jordan Valley School District No. 46	Malheur County School District No. 67	Energy County Special Service District No. 59	Benton School District No. 503
Kootenai-Shoshone Soil and Water Conservation District	Jordan Valley School District No. 47	Malheur County School District No. 68	Energy County Special Service District No. 60	Benton School District No. 503
Kuna Library District	Jordan Valley School District No. 48	Malheur County School District No. 69	Energy County Special Service District No. 61	Benton School District No. 503
Ladewig Water District	Jordan Valley School District No. 49	Malheur County School District No. 70	Energy County Special Service District No. 62	Benton School District No. 503
Lake Highway District	Jordan Valley School District No. 50	Malheur County School District No. 71	Energy County Special Service District No. 63	Benton School District No. 503
Latah County Library District	Jordan Valley School District No. 51	Malheur County School District No. 72	Energy County Special Service District No. 64	Benton School District No. 503
Latah Soil and Water Conservation District	Jordan Valley School District No. 52	Malheur County School District No. 73	Energy County Special Service District No. 65	Benton School District No. 503
Lemhi Soil and Water Conservation District	Jordan Valley School District No. 53	Malheur County School District No. 74	Energy County Special Service District No. 66	Benton School District No. 503
Lewiston-Neer Perce County Regional Airport Authority	Jordan Valley School District No. 54	Malheur County School District No. 75	Energy County Special Service District No. 67	Benton School District No. 503
Llano County Recreation District	Jordan Valley School District No. 55	Malheur County School District No. 76	Energy County Special Service District No. 68	Benton School District No. 503
Little-Bleeker Bend Water District	Jordan Valley School District No. 56	Malheur County School District No. 77	Energy County Special Service District No. 69	Benton School District No. 503
Little Wood River Library District	Jordan Valley School District No. 57	Malheur County School District No. 78	Energy County Special Service District No. 70	Benton School District No. 503
Liard Butte Library District	Jordan Valley School District No. 58	Malheur County School District No. 79	Energy County Special Service District No. 71	Benton School District No. 503
Lost River Highway District	Jordan Valley School District No. 59	Malheur County School District No. 80	Energy County Special Service District No. 72	Benton School District No. 503
M&T Water and Sewer District	Jordan Valley School District No. 60	Malheur County School District No. 81	Energy County Special Service District No. 73	Benton School District No. 503
Mackay Free Library District	Jordan Valley School District No. 61	Malheur County School District No. 82	Energy County Special Service District No. 74	Benton School District No. 503
Malden Library District	Jordan Valley School District No. 62	Malheur County School District No. 83	Energy County Special Service District No. 75	Benton School District No. 503

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Idaho	Oregon	South Carolina	Utah	Washington
West Ford Okie Fire District	Ottawa People's Utility District	South Carolina Department of Revenue		Owens School District No. 419
Western Ada Recreation District	Ottawa Rural Fire Protection District	South Carolina General Services Division		Owens School District No. 344
Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Owens School District
Wilder Irrigation District	Clatsop County Health Authority	South Carolina State Budget and Control Board		Pakula School District No. 102
Wilder Public Library District	Oregon Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
Wilder 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		Palouse School District
Winema Highway District	Colton Water District	Township of Grand Meadows		Palouse School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Palouse School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation		Panama School District
State	Columbia 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	Cook County Airport District			Port Townsend School District No. 50
Tribal	Cook County Library Service District			Prezent School District No. 402-37
Coeur d'Alene Tribe	Cook County Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho	Cook County Hospital District			Presler School District No. 116
Nez Perce Tribal Enterprises	Corbett Water District			Page School Educational Service District
Nez Perce Tribe	Crocker's Rural Fire Protection District			Palman School District No. 207
Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
	Crooked River Ranch Rural Fire Protection District			Quincy School District No. 20
	Crooked River Ranch Special Road District			Quilicura School District No. 48
	Curry Health District			Quilley Valley School District No. 402
	Curry Public Library District			Quincy School District No. 144
	Dalla Cemetery District No. 4			Rainier School District No. 307
	Dean Mount Water District			Raymond School District No. 116
	Dee Rural Fire Protection District			Reardan School District No. 402
	Deschutes County #11 Service District			Reggie School District
	Deschutes County Rural Fire District No. 1			Ridgely School District No. 400
	DeLima Valley Water District			Ridgely School District No. 122
	Devils Lake Water Improvement District			Riviera School District
	DeWitt Rural Fire Protection District			Riverview School District
	Douglas County Fire District No. 2			River View School District No. 407
	Douglas County Housing Authority			Rochester School District
	Douglas Soil and Water Conservation District			Rosario School District No. 330
	Drake Crossing Rural Fire Protection District			Royal School District
	Dufur Recreation District			San Juan Island School District No. 149
	Eagle Valley Soil and Water Conservation District			Sasaw School District No. 104
	East Fork Irrigation District			Seattle Public Schools
	East Malheur Soil and Water Conservation District			Sehr-Woodley School District No. 101
	East Umatilla County Health District			Selkirk School District No. 118
	East Valley Water District			Selkirk School District No. 70
	Echo Rural Fire District			Selkirk School District No. 118
	Elie-Vernonville Rural Fire Protection District No. 11			Seaside School District No. 401
	Emerald People's Utility District			South Willaby School District No. 206
	Estacada Rural Fire District No. 69			Spokane Public Schools
	Falmer Water District			Spring School District
	Filson Cove Bend Water District			St. John School District No. 312
	Farmers Irrigation District			Stanwood-Cannon School District No. 401
	Gardner Sanitary District			Stanton Historical School District No. 1
	Gaston Rural Fire District			Stephens School District No. 304
	Gates Rural Fire Protection District			Stevenson-Cannon School District No. 303
	Gauley Rural Fire Protection District			Sultan School District No. 311
	Geardale Rural Fire Protection District			Summi Valley School District 202
	Gleedon Sanitary District			Sumner School District No. 200
	Goshute Fire District			Sunnyside School District No. 201
	Government Camp Sanitary District			Tacona School District No. 10
	Grand Ronde Sanitary District			Tahama School District No. 205
	Grant County Transportation District			Tanah School District No. 402
	Grant Soil and Water Conservation District			Taylor School District No. 402
	Grants Pass Irrigation District			Taylor School District No. 237
	Green Sanitary District			Taylor School District
	Habitat Road Special District			Tappahannock School District No. 202
	Halsey Shedd Rural Fire Protection District			Touhert School District No. 300
	Harris Rural Fire Protection District			Trouth Lake School District No. 150
	Harbor Sanitary District			Trouth Lake School District No. R-400
	Harbor Water Public Utility District			Tulwila School District No. 406
	Harpers District Hospital			Tumwater School District No. 15
	Harney Soil and Water Conservation District			Union Gap School District No. 2
	Harrison Rural Fire Protection District			University Place School District No. 83
	Hawfield Rural Fire Protection District			Village School District
	Hebo Joint Water and Sewer Authority			Village School District No. 70
	Hezeta Water District			Vancouver School District No. 37
	Hermiston Cemetery District			Vancouver School District No. 402
	Hermiston Fire and Emergency Services District			Wahkiakum School District No. 200
	Hermiston Irrigation District			Wahkiakum School District No. 73
	Hood River County Library District			Walla Walla School District
	Hood River County Transportation District			Walla Walla School District No. 160
	Hood River Valley Parks and Recreation District			Wapato School District No. 207
	Hoodfield Fire District No. 14			Wardens School District No. 146-161
	Hubbard Rural Fire Protection District			Washington Schools Risk Management Pool
	Ice Fountain Water District			Washington State Educational Service District
	Imperial Valley Rural Fire Protection District			
	Iona Rural Fire Protection District			
	Irigoin Community Park and Recreation Maintenance District			
	Jackson County Airport Authority			
	Jackson County Fire District No. 1			
	Jackson County Fire District No. 5			
	Jackson County Housing Authority			
	Jackson County Library District			
	Jackson County Metro Council District			
	Jackson Soil and Water Conservation District			
	Jefferson Rural Fire Protection District			
	John Day/Canyon City Parks and Recreation District			

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Junction City Rural Fire Protection District
 Justice Flat Rural Fire Protection District
 Keating Soil and Water Conservation District
 Keiser Rural Fire Protection District
 Kona Fire Protection District
 Konoike-Glades Beach-Lincoln 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
 Lakeview Water District
 Lakeside Fire District No. 4
 Lane County Fire District No. 1
 Lane Library District
 Lane Transit District
 Langdon Water District
 LaPine Special Sewer District
 Lebanon Aquatic District
 Lebanon Fire District
 Lewis and Clark Rural Fire Protection District
 Liberty Drainage District
 Lion-Boston Housing Authority
 Lookingglass Rural Fire District
 Lovain Rural Fire Protection District
 Lowell 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
 Marion Soil and Water Conservation District
 Medford Irrigation District
 Merrill Rural Fire Protection District
 Meru
 Merrillville Water & Light
 Mill-County Cemetery Maintenance District
 Middle Fork Irrigation District
 Mill-Crossing Sanitary Sewer District
 Mill City Rural Fire Protection District
 Milwau-Firewater Water Control District
 Mist-Silverdale Rural Fire Protection District
 Mohawk Valley Rural Fire District
 Modale River Improvement District
 Modale Rural Fire Protection District No. 73
 Monroe Rural Fire Protection District
 Monroe 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
 Nantux Beach-Olin Water District
 Nashua Regional Sanitary Authority
 Heskwin Regional Water District
 Hestonca Rural Fire Protection District
 Netarts-Ocean-side Sanitary District
 Netarts-Ocean-side Rural Fire Protection District
 North Bay Rural Protection Fire District
 North Bend City/Cross-Curry Housing Authority
 North Central Public Health District
 North Clatsop Park and Recreation District
 North County Recreation 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 Sherman County Rural Fire Protection District
 North Unit Irrigation District
 Northeast Oregon Housing Authority
 Northern Wasco County Park and Recreation District
 Northern 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
 Occaside Water District
 Ochood West Sanitary District
 Odele Sanitary District
 Oreston Library District
 Oregon Fire Districts Association
 Oregon Infrastructure Finance Authority
 Oregon Trail Library District
 Oregon Water Wonderland Unit II Sanitary District
 Owyhee Irrigation District

Washington School District
 Washburn School District
 Westerville School District No. 209
 Westport School District
 Wenatchee School District No. 216
 West Valley School District No. 208, Yakima County
 West Valley School District No. 263, Spokane County
 White Pass School District No. 303
 White River School District No. 416
 White Salmon Valley School District No. 495-17
 Wilson School District No. 200
 Willapa Valley School District No. 160
 Wilson Creek School District
 Winlock School District No. 221
 Winkah Valley School District No. 217
 Woodland School District No. 404
 Yakima School District No. 7
 Yelm Community School District No. 2
 Zillah School District No. 205
 Special District
 Arava Water District No. 18
 Adams County Fire Protection District No. 1
 Adams County Mosquito Control District
 Acres Lake Irrigation District
 Alderwood Water and Wastewater District
 Alpine Water District
 Anacortes Housing Authority
 Annapolis Water District
 Astoria 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
 Bridge-Mosier Irrigation District
 Bunkeridge Island Metropolitan Park and Recreation District
 Basin City Water/Sewer District
 Bayview 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 Diking 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-Francis Health District
 Beverly Water District
 Birch Bay Water and Sewer District
 Black Diamond Water District
 Bremerton Housing Authority
 Buckannon-Uppsher County Airport Authority
 Butte Irrigation District No. 4
 Cascade 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. 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 Public Hospital District No. 1
 Chelan County Public Utility District No. 1
 Chelan County/Wenatchee Housing Authority
 Chelan-Wingtip Health District
 Chiswick Water District
 Chukar 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. 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. 3
 Clark County Fire District No. 10
 Clark County Fire District No. 11
 Clark County Fire District No. 13

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West Slope Water District
 West Valley Housing Authority
 Western Lake Ambulance District
 Westport Wauna Rural Fire Protection District
 Wetmore Hills Road District
 Ward Memorial Park District
 Widow Water District
 Willamaluna Park and Recreation District
 Willapa Rural Fire Protection District
 Willow Creek Park District
 Windward Bay Sanitary District
 Winston Oakland Fire District
 Winston Oakland Water District
 Woodburn Rural Fire Protection District
 Yamhill County Housing Authority
 Yamhill Fire Protection District
 Youngs River Area 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

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 Wenatchee Irrigation District
 Greater Wenatchee Regional Events Center Public Facilities District
 Green Tank Irrigation District No. 11
 Hartstone Farm Water-Sewer District
 Highland Water District
 Highlands Sewer District
 Highline Water District
 Historic Seattle Preservation and Development Authority
 Holmes Harbor Sewer District
 Horner Water District
 Hydro Irrigation District No. 8
 Idaho Irrigation District
 Inland Water District No. 6
 Inland County Fire District No. 3
 Inland County Fire Protection District No. 1
 Inland 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
 Juniper Beach Water District
 Kapaewah Water District
 Kibbi Housing Authority
 Kennewick Housing Authority
 Kennewick Irrigation District
 Kennewick Public Facilities District
 Kennewick Public Hospital District
 Kent Fire Department Regional Fire Authority
 Key Peninsula Water Park District
 King County Airport District No. 1
 King County Ferry District
 King County Fire Protection District No. 18
 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 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. 4
 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. 1
 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 Chelan Reclamation District
 Lake Chelan Sewer District
 Lake Forest Park Water District

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- Lake Stevens Sewer District
- Lake Washington Water District
- Lake Whitcomb Water and Sewer District
- Lakshmi Urban District
- Lalwood Water District
- Lavera 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 Justice 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
- Loopy Island Library District
- Lower Elwha Housing Authority
- Lower Squaham Irrigation District
- Lummi Housing Authority
- Lummi Tribal Sewer and Water District
- Malah Housing Authority
- M'Fage Water District
- Manchester Water District
- Mason Park and Recreation District
- Marshall 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
- Melrose Valley Irrigation District
- Mid-Columbia Library District
- Midway Sewer District
- Moskington District No. 20
- Moses Lake Irrigation and Rehabilitation District
- Mukilteo Water and Wastewater District
- Muskegon-Selah Irrigation District
- North Beach Water District
- North Central Washington Economic Development District
- North City Water District
- North County Regional Fire Authority
- North Fingert Fire District
- North Perry Avenue Water District
- North Whidbey Park and Recreation District
- Northshore Utility District
- Northwest Linnemish Sewer and Water 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
- Olympus Terrace Sewer District
- Orcutt Island Library District
- Orford Avenue Irrigation District No. 6
- Oroville Housing Authority
- Oroville-Toussaint Irrigation District
- Oxbello Housing Authority
- Pacific Conservation District
- Pacific County Fire District No. 3
- 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
- Pasco/Pauich 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
- Perkins Housing Authority
- Perouse Metropolitan Park District
- Petaluma Irrigation District
- Peshawar 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 Place Market Preservation and Development Authority
- Pike Roberts Water District No. 4
- Pondera Street Water and Sewer District
- Port Ludlow Drainage District
- Prestcott Joint Parks and Recreation District
- Prosser Fire District No. 1
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No. 1
- Pyralis/Tribal Health Authority
- Quilley Housing Authority
- Quilley Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richard Housing Authority
- Richard Public Facilities District
- Ronald Westwater District
- Rosa Irrigation District
- Sahman Lake Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Scotchford Water District
- Seattle Chinatown International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle Sound Regional Tourism Authority
- Selkirk-McCune Irrigation District
- Si View Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water and Sewer District
- Shubel Water District
- Slagle Conservation District
- Slagle County Cemetery District No. 2
- Slagle County Fire District No. 10
- Slagle County Fire District No. 11
- Slagle County Fire District No. 15
- Slagle County Fire District No. 9
- Slagle County Fire Protection District No. 13
- Slagle County Fire Protection District No. 14
- Slagle County Fire Protection District No. 2
- Slagle County Fire Protection District No. 3
- Slagle County Fire Protection District No. 4
- Slagle County Fire Protection District No. 5
- Slagle County Fire Protection District No. 8
- Slagle County Housing Authority
- Slagle County Public Hospital District No. 1
- Slagle County Public Hospital District No. 2
- Slagle County Public Hospital District No. 204
- Slagle County Public Utility District No. 1
- Slagle County Sewer District No. 1
- Slagle County Sewer District No. 2
- Slagle Valley Public Hospital District No. 1
- Stamania County Fire District No. 1
- Stamania County Fire District No. 4
- Stamania County Public Hospital District No. 1
- Stamania County Public Utility District No. 1
- Stamokere Water and Sewer District
- Sydney 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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- Spokane County Fire Protection District No. 11
- Spokane County Fire Protection District No. 12
- Spokane County Fire Protection District No. 15
- Spokane County Fire Protection District No. 18
- Spokane County Fire Protection District No. 3
- Spokane County Fire Protection District No. 7
- Spokane County Housing Authority
- Spokane County Public Hospital District No. 1
- Spokane County Public Utility District No. 2
- Spokane County Public Utility District No. 1
- Spokane Health District
- Spokane River Regional Water Authority
- Spokane Valley Hospital District
- South Columbia Basin Irrigation District
- South Correctional Entry Public Development Authority
- South Hedges Irrigation District
- South Whitman Fire Authority
- South Willamette Parks and Recreation District
- South Yakima Conservation District
- Southwest Solihaban Sewer District
- Spokane Conservation District
- Spokane County Fire District No. 12
- Spokane County Fire District No. 7
- 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
- Spokane Transit Authority
- Stearns Water District
- Stevens County 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 Post Office District
- St. Helens Water District No. 3
- Sunshine Housing Authority
- Sunshine Valley Irrigation District
- Suryakopa Water District
- Tacoma Housing Authority
- Tacoma Community Redevelopment Authority
- Tacoma Housing Authority
- Tacoma Metropolitan Park District
- Terrace Heights Sewer District
- The First Waterway Development Authority
- The Rivers Regional Waterworks Authority
- Thurston Conservation District
- Thurston County Fire District No. 12
- Thurston County Fire District No. 4
- Thurston County Fire District No. 9
- 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
- Val 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 Post 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
- Wahluke 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

Idaho

Oregon

South Carolina

Utah

Washington

- Water District 19
 - Wells Ranch Irrigation District
 - Wenatchee Reclamation District
 - Wenatchee-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
 - Whitway 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. 2
 - Wilapa Valley Water District
 - William Stone Memorial Food District
 - Williams Lake Sewer District No. 2
 - Wine Island Center Development Authority
 - Wishkahet Harbor Sewer District
 - Woodville Water District
 - Yaloma County Fire District No. 1
 - Yaloma County Fire District No. 3
 - Yaloma County Fire District No. 4
 - Yaloma County Fire District No. 5
 - Yaloma County Fire District No. 6
 - Yaloma County Fire Protection District No. 12
 - Yaloma County Fire Protection District No. 14
 - Yaloma County Mosquito Control District
 - Yaloma Housing Authority
 - Yaloma Regional Clear Air Authority
 - Yaloma Rural County Library District
 - Yaloma-Teton Irrigation District
- State**
- North Seattle 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 Chinook Reservation
 - Confederated Tribes of the Colville Reservation
 - Confederated Tribes of the Nez Perce Nation
 - Cowlitz Indian Tribe
 - Hickman Tribe
 - Jenatstown S'Kallam Tribe
 - Kahpoot Tribe of Indians
 - Lower Chinook Indian Tribe
 - Lummi Indian Nation
 - Nakah Tribe
 - Neah-Hohlamet Indian Tribe
 - Piquay Indian Tribe
 - Roovakah Indian Tribe
 - Port Gamble S'Kallam Tribe
 - Puyallup Tribe of Indians
 - Quinault Indian Tribe
 - Quinalt Indian Nation
 - Sawish Indian Nation
 - Suk-Susette Indian Tribe
 - Sukkonah Indian Tribe
 - Snoqualmie Indian Tribe
 - Sokane Tribe
 - Squamish Indian Tribe
 - S'Wigamish Tribe of Indians
 - Squamish Tribe
 - S'Wamish Indian Tribal Community
 - Tulalip Tribes
 - Upper Skagit Indian Tribe
 - Yaloma-Teton Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Alexandria-Herndon Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Bristol	Albemarle County Sewer Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alexandria County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Alleghany County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amelia County	Dorsey S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Amherst County	Danville Community College		
City of Covington	Bath County Economic Development Authority	Appomattox County Public Schools	Appomattox County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Bedford County Public Schools	Bedford County	Eastern Virginia Medical School		
City of Fairfax	Big Stone Gap Redevelopment and Housing Authority	Berkeley County Public Schools	Berkeley County	George Mason University		
City of Falls Church	Blackburg-Charlottesville WVI Water Authority	Bland County Public Schools	Bland County	Germana Community College		
City of Falls River	Blackburg Virginia Polytechnic Institute Sanitation Authority	Bland County Public Schools	Bland County	J. Sargeant Reynolds Community College		
City of Fredericksburg	Blue Ridge Airport Authority	Bland County Public Schools	Bland County	John Tyler Community College		
City of Galax	Blue Ridge Crater Road Economic Development Authority	Bland County Public Schools	Bland County	Longwood Community College		
City of Hampton	Blue Ridge Regional Jail Authority	Bland County Public Schools	Bland County	Massachusetts Technical Center		
City of Harrisonburg	Blue Ridge Trail and Water Conservation District	Bland County Public Schools	Bland County	Massachusetts Technical Center		
City of Hopewell	Blind Federal Development and Housing Authority	Bland County Public Schools	Bland County	New College Institute		
City of Lexington	Bromfield-Campbell County Airport Authority	Bland County Public Schools	Bland County	New River Community College		
City of Lynchburg	Brunswick County Industrial Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Mississippi	Brunswick County Industrial Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Mountain Park	Buena Vista Public Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Martinsburg	Campbell County Utilities and Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Newport News	Carroll County Industrial Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Norfolk	Carroll-Greystone-Salisville Solid Waste Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Norton	Carrollwood Water and Sewer Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Petersburg	Central Shenandoah Planning District Commission	Bland County Public Schools	Bland County	North Carolina Community College		
City of Portsmouth	Central Virginia Regional Jail Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Radford	Central Virginia Waste Management Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Richmond	Charlottesville Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Roanoke	Charlottesville-Bernards Runoff Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Salem	Chesapeake Airport Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Staunton	Chesapeake Bay Bridge and Tunnel District	Bland County Public Schools	Bland County	North Carolina Community College		
City of Virginia Beach	Chesapeake Hospital Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Warrenton	Chesapeake Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Williamsburg	Chatham-Brownstone Water Regional Sewer Authority	Bland County Public Schools	Bland County	North Carolina Community College		
City of Winchester	Craig River Castles Solid Waste Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Albemarle	Craig River District Area Agency on Aging/Foster Grandparent Program, Inc.	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Albion	Culpeper Soil and Water Conservation District	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Alexandria	Cumberland Plateau Planning District Commission	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Amherst	Cumberland Plateau Regional Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Appomattox	Cumberland Plateau Regional Waste Management Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Arlington	Danville Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Bedford	Danville-Petersburg County Regional Industrial Facilities Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Berryville	Dickenson County Industrial Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Big Stone Gap	Dickenson County Public Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Blacksville	Dinwiddie Airport and Industrial Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Boone Hill	Dinwiddie County Water Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Bowling Green	District Three Governmental Cooperative	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Boyce	Dryden Water Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Brayton	Eastern Shore of Virginia Broadband Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Bridgewater	Essex County Industrial Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Broadwell	Essex County Economic Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Broadwood	Fairfax County Economic Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Buchanan	Fairfax County Park Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Cape Charles	Fairfax County Water and Sewer Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Cedar Bluff	Fairfax County Water and Sewer Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charles City	Fayette County Economic Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Fayette County Water and Sanitation Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Floyd County Economic Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Floyd County Public Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Fredricksburg Staffed Park Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Fredricksburg-Windstar Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Front Royal-Warren County Economic Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Front Royal Water Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Giles County Public Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Goochland County Water and Sewer Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Halifax County Industrial Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Halifax County Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Hampton Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Hampton Roads Planning District Commission	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Hampton Roads Regional Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Hampton Roads Sanitation District	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Hampton Roads Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Headwaters Soil and Water Conservation District	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Hepler Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	James River Water Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	John Flanagan Water Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Lee County Public Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Lee County Industrial Development Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Lee County Public Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	LENOXCO Planning District Commission	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Loudoun County Soil and Water Conservation District	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Loudoun County Sanitation Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Louisiana County Water Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Lynchburg Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Major Redevelopment and Housing Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Massanutten Service Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Massanutten Regional Airport Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Moham River Regional Jail Authority	Bland County Public Schools	Bland County	North Carolina Community College		
Town of Charlottesville	Middle Peninsula Regional Airport Authority	Bland County Public Schools	Bland County	North Carolina Community College		

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Ferris	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smith County			
Town of Fincastle	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Historical Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fria	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Gettysburg	Nepeent River Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Gladstone	Nicholas County Solid Waste Authority	Prince George County Public Schools	Talbot County			
Town of Glasgow	Norfolk Airport Authority	Prince William County Schools	Toronto County Administrative Commission			
Town of Glendon	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Radford City Schools	Washington County			
Town of Graham	Northem Neck Planning District Commission	Reginaferris County Public Schools	Westmoreland County			
Town of Griener	Northem Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Grifton	Northem Virginia Transportation Authority	Richmond County Public Schools	Wythe County			
Town of Halifax	Northwestern Regional Jail Authority	Rising Sun Public Schools	York County			
Town of Hanston	NRV Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Patrick County Economic Development Authority	Roanoke County Schools				
Town of Hayes	Patrick County Regional Wastewater Treatment Authority	Rockingham County Public Schools				
Town of Herndon	Patrick County Regional Wastewater Treatment Authority	Rockingham County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salmon City Schools				
Town of Hillsier	Potomac and Rappahannock Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Princeton Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District City Behavioral Health Services	Smith County Public Schools				
Town of Iowa	Richmond Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jamesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kenbridge	Radford Industrial Development Authority	Stafford County Public Schools				
Town of Keynote	Radford County Water, Sewer and Fire Protection Authority	Suffolk Public Schools				
Town of Kingsport	Rapidan Service Authority	Surry County Public Schools				
Town of La Crosse	Rappahannock Regional Jail Authority	Sussex County Public Schools				
Town of Leesville	Rappahannock-Shenandoah-Warren Regional Jail Authority	Talbot County Public Schools				
Town of Lewis	Region 2000 Services Authority	Virginia Beach City Public Schools				
Town of Lewisville	Richmond Behavioral Health Authority	Warren County Public Schools				
Town of Long	Richmond Hospital Authority	Washington County School District				
Town of Mason	Richmond Metropolitan Authority	Waynesboro Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	West Point Public Schools				
Town of Middleton	Richmond Regional Planning District Commission	Westmoreland County Public Schools				
Town of Mineral	Roanoke Solid Waste Authority	Williamsburg James City County Public Schools				
Town of Monterey	Roanoke Water and Sewer Authority	Winchester Public Schools				
Town of Mountain	Roanoke Regional Jail Authority	Wise County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Mount	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Railroad Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Northville	Robert E. Lee Soil and Water Conservation District					
Town of Onoquan	Rockbridge Area Network Authority					
Town of Onoreet	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parkley	Scott County Economic Development Authority					
Town of Parkburg	Scott County Redevelopment and Housing Authority					
Town of Parkville	Shenandoah Valley Soil and Water Conservation District					
Town of Perrinton Gap	Smith County Industrial Development Authority					
Town of Pheas	Smith Washington Regional Industrial Facilities Authority					
Town of Pikesville	South Central Wastewater Authority					
Town of Port Charles	Southern Public Service Authority					
Town of Quantico	Southside Planning District					
Town of Ramoth	Southside Regional Jail Authority					
Town of Ramoth	Southwest Regional Recreation Authority					
Town of Ramoth	Southwest Virginia Regional Jail Authority					
Town of Rich Dale	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock Area County Airport Authority					
Town of Ridgeley	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Rocky Mt.	Tazewell County Public Service Authority					
Town of Rural Retreat	Thomas Jefferson Planning District Commission					
Town of Salsville	Thomas Jefferson Soil and Water Conservation District					
Town of Scottsville	Tombs Brook Reservation Cemetery District					
Town of Shenandoah	Upper Occoquan Service Authority					
Town of Shenandoah	Valley Heritage Utility District No. 2					
Town of Shenandoah	Lee Hill Economic Development Authority					
Town of Shenandoah	Virginia Commonwealth State Flight Authority					
Town of Shenandoah	Virginia Highlands Airport Authority					
Town of Shenandoah	Virginia Housing Development Authority					
Town of Shenandoah	Virginia Piedmont Public Service Authority					
Town of Shenandoah	Virginia Port Authority					
Town of Shenandoah	Virginia Resources Authority					
Town of Shenandoah	Virginia Tech/Washington Regional Airport Authority					
Town of Shenandoah	Virginia/Camden Water Authority					
Town of Shenandoah	Virginia's First Regional Industrial Facility Authority					
Town of Shenandoah	Washington County Industrial Development Authority					
Town of Shenandoah	Washington County Service Authority					
Town of Shenandoah	Waynesboro Economic Development Authority					
Town of Shenandoah	Waynesboro Redevelopment and Housing Authority					
Town of Shenandoah	West Piedmont Planning District					
Town of Shenandoah	Western Virginia Water Authority					
Town of Shenandoah	Williamsburg Area Transit Authority					
Town of Shenandoah	Winchester Regional Airport Authority					
Town of Shenandoah	Wind Road Authority					
Town of Shenandoah	Wise County Public Service Authority					
Town of Shenandoah	Wise County Redevelopment and Housing Authority					
Town of Shenandoah	Woodway Water and Sewer Authority					
Town of Shenandoah	Wytheville Redevelopment and Housing Authority					

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (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.

(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.

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.

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.

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 contractor 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

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 SM (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

Maui Rural Fire District
 Kilauea Fire Protection District
 McColl Memorial Hospital District
 Mountain Cemetery Maintenance District
 Meridian Library District
 Meridian Rural Fire Protection District
 Mica Residential Fire Protection District
 Middleton Rural Fire District
 Midvale Fire Protection District
 Minidoka County Fire Protection District
 Minidoka County Highway District
 Moreland Water and Sewer District
 Mountain Home Highway District
 Mountain Bikes Transportation Authority
 ampa and Meridian Irrigation District
 Hampa Highway District No. 1
 Hampa Housing Authority
 New Plymouth Fire District
 North Blingham County District Library
 North Custer Hospital District
 North Eastern Water and Sewer District
 North Lake Recreational Sewer and Water District
 North Latah County Highway District
 North Latah Fire District
 Northside Fire District
 Notus Palms Highway District No. 2
 Oakley Highway District
 Oakley Library District
 OIA District Library
 Olathe County Fire District
 Oregon Trail Recreation District
 Oxbow Bay Water and Sewer District
 Parkside Health District
 Paines Rural Fire Protection District
 Pine Ridge Water and Sewer District
 Pleasant Hill Water District
 Pioneer Irrigation District
 Placerville Fire Protection District
 Pocatello Housing Authority
 Pocatello-Chubbuck Auditorium District
 Portwood District Library
 Post Falls Highway District
 Power County Highway District
 Prairie Highway District
 Prairie Home Library District
 Progressive Irrigation District
 Park 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 Rural Fire District
 Ross Point Water District
 Sage Fire District
 Salmon River Clinic Hospital District
 Sam-Queen Fire District
 Santa Fernwood Water and Sewer District
 Schweitzer Fire Rescue District
 Settlers Irrigation District
 Shafter/Firth Fire District
 Shoshone City & Rural Fire District
 Shoshone County Fire Protection District No. 2
 Shoshone Highway District No. 3
 South Bonanza Library District
 South Fork d'Alene River Sewer District
 South Latah Highway District
 Southside Water and Sewer District
 Southwestern Idaho Cooperative Housing Authority
 St. Maries Fire Protection District
 Star Line Fire District
 Star Sewer and Water District
 Sun Valley Water and Sewer District
 Sunset Heights Water District
 Targhee Regional Public Transit Authority
 Teton County Fire Protection District
 Three Mile Water District
 Twin Falls Highway District
 Twin Falls Fire District
 Twin Falls Library Authority
 Twin Falls Rural Fire Protection District
 Twin Ridge Rural Fire District
 Upton Independent Highway District
 Upper Ford Creek Rural Fire District
 Wendell Highway District
 West Boise Sewer District
 West Bonner Library District
 West Bonner Water and Sewer District

Rainier School District No. 33
 Redwood School District No. 21
 Redport School District No. 105
 Region 3 Education Service District
 Reynolds School District No. 7
 Riddle School District No. 70
 Riverside School District No. 511
 Rogue River School District No. 35
 Rosburg Public Schools
 Salem-Ketter Public School District No. 241
 Santiam Canyon School District No. 1231
 Santiam Christian Schools
 Scappoose School District No. 11
 Sola School District No. 95C
 Seaside School District
 Seaside School District No. 431
 Sherman County School District
 Sherwood School District No. 381
 Silver Falls School District No. 41
 Sisters School District No. 6
 Skowhegan School District No. 371
 South Coast Education Service District, Region No. 7
 South Lane School District No. 4513
 South Umpqua School District No. 19
 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. 502
 St. Paul School District No. 45
 Stoddard School District No. 61
 Sutherlin School District No. 130
 Sweet Home School District No. 55
 Three Rivers School District
 Tugard-Tualatin School District No. 231
 Tumalo School District No. 9
 Ullrich School District No. 8
 Umatilla School District No. 6
 Union School District's
 Vale School District No. 84
 Veneta School District No. 471
 Walla Walla School District No. 12
 Warrenton-Hammond School District No. 30
 West Linn-Wilsonville School District
 Willamette Education Service District
 Williams School District No. 301
 Wilsonville School District No. 316
 Woodburn School District No. 103
 Yamhill-Carlson School District No. 1
 Yoncalla School District No. 37
 Special Districts
 Adair Rural Fire Protection District
 Arroyo Fire District
 Appleton Valley Fire District No. 9
 Arch Cape Sanitary District
 Arch Cape Water District
 Astoria Irrigation District
 Astoria Rural Fire District
 Baker County Library District
 Baker Rural Fire Protection District
 Baker Valley Soil and Water Conservation District
 Band Park and Recreation District
 Barlow Water Improvement District
 Bay Area Hospital District
 Base Hospital and Recreation District
 Basford Water District
 Basik Bette Ranch Rural Fire Protection District
 Base Hospital and Recreation District
 Blue River Water District
 Boardman Park and Recreation District
 Boardman Rural Fire Protection District
 Boulder Creek Rest and Recreation District
 Bonanza Rural Fire District
 Bull Run Prairie Water District
 Burner Hill Sanitary District
 Burlington Water District
 Cannon Beach Rural Fire Protection District
 Central Union People's Utility District
 Central Oregon Irrigation District
 Central Oregon Park and Recreation Authority
 Challussee Fire District
 Chalmers Sanitary District
 Chatham Park and Recreation District
 Chenoweth Water Public Utility District
 Chiloquin James Lake Rural Fire Protection District
 Christmas Valley Domestic Water Supply District
 Clackamas County Fire District No. 1
 Clackamas County Fire District No. 2
 Clackamas County Housing Authority
 Clackamas County Soil and Water Conservation District
 Clatskanie Park and Recreation District

Greenlee County Recreation District
 Greenville County Redevelopment Authority
 Greenville Housing Authority
 Greenville Hospital Authority
 Greenwood Metropolitan District
 Guar Housing Authority
 Hartsville Housing Authority
 Hilton Head No. 1 Public Service District
 Holly Springs Fire-Rescue District
 Homestead Park Water and Sewer District
 James Island Public Service District
 Jaxette Housing Authority
 Lady's Island 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 Fire-Rescue District
 Lenoir Housing Authority
 Liberty Regional Transportation Authority
 Lugoff-Ft. Valley Water Authority
 Marion Housing Authority
 Marlboro County Housing Authority
 McCall Housing Authority
 Medical University Hospital Authority
 Merriam-Sewer Sub-District
 Milledgeville Water and Sewer District
 Mullins Housing Authority
 Murkirk Water and Sewer 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 Water and Sewer Authority
 Parker Sewer and Fire Sub-District
 Patriots Park Development Authority
 Pee Dee Regional Airport District
 Pee Dee Regional Transportation Authority
 Piedmont Public Service District
 Powder Mill Water District
 Powdermill Water District
 Richland-Lenoir Airport District
 Richland-Lenoir Riverbanks Park District
 Rock Hill Housing Authority
 Saluda County Water and Sewer Authority
 Sandy Spring Water District
 Santee Fire Service District
 Santee Water and Regional Transportation Authority
 Sheldon Township Fire District
 Slater Marlboro 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 Island 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
 Starvo No. Water and Sewer District
 Sterne-Jackson-Willford-Duncan Water District
 Sumter Housing Authority
 Tallahassee Rural Community Water District
 Taylors Fire and Sewer District
 Three Rivers Solid Waste Authority
 Tigonville Fire District
 Tri-County Solid Waste Authority
 Union Housing Authority
 Valley Public Service Authority
 Waccamaw Regional Transportation Authority
 Wadsworth-Clatsop Water District
 West Anderson Water District
 Wentworth-Fairfax Fire District
 Winthrop Fire Protection District
 Williamsburg County Transit Authority
 Williamburg County Water and Sewer Authority
 Woodford Housing Authority
 Woodliff-Beckler Water District
 York County Natural Gas Authority
 State
 Santee-Lynchies Regional Council of Governments
 South Carolina Department of Health and Environmental Control
 South Carolina Department of Internal Health

Utah Highlands Water and Sewer Improvement District
 Utahlika Housing Abatement District
 Utahlika Recreation District
 Utahlika Transportation Special Service District
 Utahlika Water Conservancy District
 United Fire Authority
 Utah County Housing Authority
 Utah Public Housing Authority
 Utah Transit Authority
 Utah Valley Spanish-Speaking Service District
 Wasatch County Fire District
 Wasatch Front Water and Recycling District
 Wasatch Integrated Waste Management District
 Washington County Water Conservancy District
 Waste Management Service District No. 5
 Weber Basin Water Conservancy District
 Weber Fire District
 Weber Mongolia Abatement District
 Weber-Mountaineer Conservancy District
 Wellsville-Mendon Conservancy District
 White Clay Water Improvement District
 Woodruff Fire District
 State
 State of Utah
 Utah Department of Administrative Services
 Utah Department of Health
 Utah State Legislature
 Utah State Treasurer
 Tribal
 Confederated Tribes of the Colville Reservation
 Kanosh Band of the Paiute Indian Tribe of Utah
 Koyashere Band of the Paiute Indian Tribe
 Northern Band of the Shoshone Nation
 Northern Band of the Shoshone Nation Housing Authority
 Paiute Indian Tribe of Utah
 Salt Valley Band of Goshute Indians
 Ute Indian Tribe

Glenwood School District
 Goldenhills School District
 Grand Coulee Dam School District
 Grandview School District No. 100
 Granger School District No. 204
 Granite Falls School District No. 132
 Grapeview School District No. 314
 Great Northern School District
 Green Mountain School District No. 103
 Griffin School District No. 224
 Harrington Public Schools
 Highland School District No. 203
 Highline School District No. 401
 Hoquiam School District
 Hood Canal School District No. 404
 Hoquiam School District No. 28
 Inchelium School District No. 70
 Itasca School District No. 411
 Kalkamas School District No. 56
 Kalama School District No. 403
 Keller School District No. 3
 Kelso School District No. 418
 Kennewick School District No. 17
 Kent School District No. 415
 Kettle Falls School District No. 212
 Klona-Benton City School District No. 52
 Knappton School District
 La Crosse School District No. 402
 La Center School District
 La Center School District No. 211
 La Crosse School District
 Lake Champlain School District No. 119
 Lake Umbagog School District No. 97
 Lake Stevens School District No. 4
 Lake Washington School District No. 414
 Lakeview School District No. 306
 Lamont School District
 Liberty School District No. 392
 Lind School District
 Longview School District No. 122
 Loom Lake School District No. 183
 Lyle School District No. 144
 Lyle School District No. 406
 Lynden School District No. 504
 Mabson School District No. 120
 Mansfield School District No. 207
 Manvel School District
 Mary Hill Public School District
 Mary Valley School District No. 207
 Marysville School District No. 25
 McCleary School District No. 65
 Mead School District No. 154
 Mendocino Lake School District No. 316
 Merritt Island School District No. 400
 Meridian School District No. 505
 Methow Valley School District
 Monroe School District No. 101
 Montezuma School District No. 66
 Morton School District No. 214
 Moses Lake School District No. 161
 Missoula School District No. 106
 Mt. Adams School District No. 109
 Mt. Baker School District No. 507
 Mt. Vernon School District No. 230
 Mukwonago School District No. 6
 Nehalem Valley School District No. 3
 Nepahine School District No. 14
 New-Hartley River Valley School District No. 165
 Nespelem School District No. 119
 Newport School District No. 56-115
 New Mills School District No. 231/119
 Nooksack Valley School District No. 506
 North Beach School District No. 64
 North Frisco School District No. 91
 North Kitsap School District No. 400
 North Mason School District
 North Thurston Public Schools
 Newport School District No. 211
 Northshore School District No. 117
 Oak Harbor School District No. 101
 Okanogan School District No. 101
 Okanogan School District No. 101
 Okanogan School District No. 101
 Okanogan School District No. 101
 Olympia School District No. 111
 Olympic Educational Service District
 Onak School District No. 19
 Onalaska School District No. 300
 Oncon Creek School District No. 30
 Orca Island School District No. 132
 Oriskany School District No. 123
 Orient School District No. 65

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West Pond Ozella Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue	Oreville School District No. 410
Western Alb Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division	Orring School District No. 344
Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff	Owleto School District
Wildier Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board	Palmdale School District No. 102
Wildier Public Library District	Clatsop Rural Fire Protection District	South Carolina State Treasurer's Office	Palouse School District No. 501
Wildier Rural Fire Protection District	Clatsop Rural Fire Protection District	State Of South Carolina	Palouse School District No. 5
Wildermont Ranch Fire Protection District	Colton Fire District	Township	Palouse School District
Wilson Highway District	Colton Water District	Township of Grand Meadow	Palouse School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal	Pea Ridge School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation	Pennsauk School District
State	Columbia Improvement District		Pennsauk School District No. 403
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. 123
State Of Idaho	Coos County Airport District		Port Townsend School District No. 20
Tribal	Coos County Library Service District		Prescott School District No. 402-37
Coconino Tribe	Coquille Indian Housing Authority		Prize Prep Schools
Coos County Tribe of Idaho	Coquille Valley Hospital District		Prosser School District No. 116
Hix Perce Tribal Enterprises	Corbett Water District		Pugget Sound Educational Service District
Hix Perce Tribe	Corvallis Rural Fire Protection District		Pullman School District No. 267
Shoshone-Banwick Tribes	Cove Rural Fire Protection District		Pyralis School District No. 3
	Crooked River Rural Fire Protection District		Quartz Creek Water School District No. 20
	Crooked River Rural Special Road District		Quilicura School District No. 49
	Curry Hole District		Quincy Valley School District No. 402
	Curry Public Library District		Quincy School District No. 144
	Dallas Cemetery District No. 4		Rainier School District No. 307
	Dam Knight Water District		Raymond School District No. 116
	Dee Rural Fire Protection District		Reardan School District
	Deschutes County #11 Service District		Renton School District No. 408
	Deschutes County Rural Fire District No. 1		Republic School District
	Deschutes Valley Water District		Richland School District No. 400
	Deschutes Lake Water Improvement District		Ridgefield School District No. 122
	Durley Rural Fire Protection District		Ritzville School District
	Douglas County Housing Authority		Riverside School District
	Douglas Soil and Water Conservation District		Riverview School District No. 407
	Douglas County Rural Fire Protection District		Rochester School District
	Dufur Recreation District		Roth's School District No. 300
	Eagle Valley Soil and Water Conservation District		Royal School District
	East Fork Irrigation District		Sacramento School District No. 149
	East Malheur Soil and Water Conservation District		Sagehen School District No. 104
	East Valley Water District		Salem Public Schools
	East Umatilla County Health District		Sedro-Woolley School District No. 101
	Echo Rural Fire District		Selkirk School District No. 119
	Elble-Vernacular Rural Fire Protection District No. 11		Selkirk School District No. 120
	Emerald People's Utility District		Sequm School District No. 323
	Escalante Rural Fire District No. 69		Shaw Island School District No. 10
	Fairview Water District		Shelton School District No. 308
	Falicon Cove Beach Water District		Shelton School District No. 412
	Farmers Irrigation District		Shelton School District
	Gardner Sanitary District		Shelton School District No. 201
	Gaston Rural Fire District		Shelton School District No. 110
	Gates Rural Fire Protection District		Shelton School District No. 155
	Gearhart Rural Fire Protection District		Shelton School District No. 118
	Glenbrook Rural Fire Protection District		South Fork School District No. 402
	Gleneden Sanitary District		South Winthrop School District No. 206
	Glenwood Sanitary District		Southdale School District
	Goshute Fire District		Spokane Public Schools
	Government Camp Sanitary District		Spokane School District
	Grand Ronde Sanitary District		St. John School District No. 322
	Grant County Transportation District		Stamwood-Camas School District No. 401
	Grant Soil and Water Conservation District		Stanton Historical School District No. 1
	Grants Pass Irrigation District		Stephens School District No. 304
	Green Sanitary District		Stevenson-Cannon School District No. 303
	Haines Road Special District		Stevens School District No. 311
	Halsey Shedd Rural Fire Protection District		Summit Valley School District 202
	Hamlet Rural Fire Protection District		Summer School District No. 302
	Harbor Sanitary District		Sumville School District No. 201
	Harbor Water Public Utility District		Tacoma School District No. 10
	Harney District Hospital		Taholah School District No. 77
	Harney Soil and Water Conservation District		Taholah School District No. 400
	Hartman Rural Fire Protection District		Taholah School District No. 265
	Hartford Rural Fire Protection District		Taholah School District No. 402
	Hobo Joint Water and Sewer Authority		Thorp School District No. 400
	Heceta Water District		Tolsted School District No. 237
	Hermiston Cemetery District		Tonahill School District
	Hermiston Fire and Emergency Services District		Touhy School District No. 302
	Hermiston Irrigation District		Touhy School District No. 300
	Hood River County Library District		Touhy School District No. 130
	Hood River County Transportation District		Trend Lake School District No. 8400
	Hood River Valley Parks and Recreation District		Tukwila School District No. 405
	Hood River Fire District No. 74		Tumwater School District No. 30
	Hubbard Rural Fire Protection District		Union High School District No. 2
	Ice Fountain Water District		University Place School District No. 83
	Illwaco Valley Rural Fire Protection District		Valley School District
	Ione Rural Fire Protection District		Valley School District No. 70
	Irrigon Community Park and Recreation Maintenance District		Vancouver School District No. 37
	Jackson County Airport Authority		Vancouver School District No. 403
	Jackson County Fire District No. 3		Wahkiakum School District No. 300
	Jackson County Fire District No. 5		Wahkiakum School District No. 73
	Jackson County Housing Authority		Watsburg School District
	Jackson County Library District		Walla Walla School District No. 140
	Jackson County Water Control District		Wapato School District No. 207
	Jackson Soil and Water Conservation District		Wapato School District No. 145-161
	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 Hill Rural Fire Protection District
 Karing Soil and Water Conservation District
 Keizer Rural Fire Protection District
 Keno Fire Protection District
 Kermilla-Glendon Beach-Lincoln 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 Rural Fire Protection District
 La Pine Fire Protection District
 La Pine Water District
 Lake Grove Water District
 Lake District Hospital
 Lakeview Fire District No. 4
 Lane County Fire District No. 1
 Lane Library District
 Lane Transit District
 Langdon Water District
 LaPine Special Service District
 Lebanon Aquatic District
 Lebanon Fire District
 Lewis and Clark Rural Fire Protection District
 Liberty Drainage District
 Line-Renton Housing Authority
 Lookingglass Rural Fire District
 Loraine Rural Fire Protection District
 Lowell Rural Fire Protection District
 Lower Umpqua Hospital District
 Lueder Water District
 Madras Aquatic Center District
 Malheur County Housing Authority
 Malin Rural Fire Protection District
 Malheur Water District
 Marion County Fire District No. 1
 Marion Soil and Water Conservation District
 Medford Irrigation District
 Merrill Rural Fire Protection District
 Metro
 McKinnon Water & Light
 Mid-County Cemetery Maintenance District
 Middle Fork Irrigation District
 Miles-Crescent Sanitary Sewer District
 Mill City Rural Fire Protection District
 Milton-Freewater Water Control District
 Miss-Whitfield Rural Fire Protection District
 Mohawk Valley Rural Fire District
 Modulo River Improvement District
 Molalla Rural Fire Protection District No. 73
 Morone Rural Fire Protection District
 Morrow County Health District
 Mounts 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-Ogden Water District
 Nekequin Regional Sanitary Authority
 Nekequin Regional Water District
 Netheaux Rural Fire Protection District
 Netarts-Ocean-side Sanitary District
 Netarts-Ocean-side Rural Fire Protection District
 North Bay Rural Protection Fire District
 North Bend City/Cosco-Curry Housing Authority
 North Central Public Health District
 North Clatsop Parks and Recreation District
 North County Recreation District
 North Gilliam Cemetery District
 North Gilliam County Rural Fire Protection District
 North Lincoln Fire and Rescue District No. 1
 North Platte Rural Fire Protection District
 North Sherman County Rural Fire Protection District
 North Unit Irrigation District
 NorthWest Oregon Housing Authority
 Northern Wasco County Park and Recreation District
 Northern 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
 Occanoid Water District
 Ochoco West Sanitary District
 Odell Sanitary District
 Odessa Library District
 Oregon Fire Districts Association
 Oregon Infrastructure Finance Authority
 Oregon Trail Library District
 Oregon Water/Wonderland/Lihlii Sanitary District
 Owyhee Irrigation District

Wahnapell School District
 Washburn School District
 Waterville School District No. 209
 Wolfnet School District
 Wovneshes School District No. 346
 West Valley School District No. 208, Yakima County
 West Valley School District No. 353, Spokane County
 White Pass School District No. 383
 White River School District No. 416
 White Salmon Valley School District No. 405-17
 Wilbur School District No. 200
 Willapa Valley School District No. 160
 Wilson Creek School District
 Wolfnet School District No. 322
 Wishkah 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
 Azusa Water District No. 18
 Adams County Fire Protection District No. 1
 Adams County Mosquito Control District
 Aeneas Lake Irrigation District
 Alderwood Water and Wastewater District
 Aljona Water District
 Anacortes Housing Authority
 Annapolis Water District
 Asotin County Cemetery District No. 1
 Asotin County Conservation District
 Asotin County Fire District No. 1
 Asotin County Housing Authority
 Asotin County Public Utility District No. 1
 Bridger Mountain Irrigation District
 Bainbridge Island Metropolitan Park and Recreation District
 Basin City Water/Sewer District
 Bayview Beach Water District
 Beavon Hill Water and Sewer District
 Beavon Irrigation District
 Bellefleur Water District No. 1
 Bellevue Convention Center Authority
 Bellingham Housing Authority
 Bellingham Public Development Authority
 Benton County Diking District No. 1
 Benton County Fire Protection District No. 1
 Benton County Fire Protection District No. 2
 Benton County Fire Protection District No. 3
 Benton County Fire Protection District No. 4
 Benton County Fire Protection District No. 5
 Benton County Fire Protection District No. 6
 Benton County Agricultural 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
 Bowerson Housing Authority
 Bush-Hannon Uphar County Airport Authority
 Butbank Irrigation District No. 4
 Canby Irrigation District No. 7
 Casaccia Conservation District
 Cedar River Water and Sewer District
 Central Kitsap 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. 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 Public Hospital District No. 1
 Chelan County Public Utility District No. 1
 Chelan County/Vancouver Housing Authority
 Chelan-Douglas Health District
 Choate Water District
 Clatsop Community Forest Park District
 Clatsop Conservation District
 Clatsop County Fire District No. 2
 Clatsop County Fire District No. 5
 Clatsop County Fire District No. 6
 Clatsop County Fire Protection District No. 1
 Clatsop County Fire Protection District No. 3
 Clatsop County Fire Protection District No. 4
 Clatsop County Hospital District No. 1
 Clatsop County Housing Authority
 Clatsop County Parks and Recreation District No. 1
 Clatsop County Public Hospital District No. 2
 Clatsop 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 Sewer Water Sanitary Authority
 Pacific Commencement Health District
 Palatine Hill Water District
 Peninsula 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
 Portland Metropolitan Area Water District
 Public Procurement Authority
 Rainbow Water District
 RainHigh Water District
 Redmond Area Park and Recreation District
 Ridge Rural Fire District
 River Forest Acres Special Road District
 River Road Park and Recreation District
 Rivergreen Water District
 Riverview 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 Fire Road District
 Salem Area Mass Transit District
 Salem Housing Authority
 Salem-Talent Transit District
 Santa Clara Rural Fire Protection District
 Santiam Water Control District
 Scappoose Rural Fire District
 Scio Rural Fire District
 Seaside Rural Fire District
 Seal Rock Fire District
 Seal Rock Water District
 Shingler Water District
 Shasta View Irrigation District
 Skagit County Fire Protection District
 Skamania Fire District
 Sliemers George Sherman Rural Fire Protection District
 Siuslaw Public Library District
 South Clatsop Transportation District
 South Suburban Sanitary District
 Southern Curry Cemetery Maintenance District
 Southwell Lincoln County Water District
 Spring River Special Road District
 Springfield Utility District
 Stansfield Fire District No. 7-402
 Stayton Fire District
 Suburban East Salem Water District
 Sunrise Water Authority
 Sunset Empire Transportation District
 Swallow Irrigation District
 Sweet Home Fire and Ambulance District
 Talent Irrigation District
 Terroirvine 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
 Tri City Rural Fire District No. 4
 Tri City Water District
 Tri-City Service District
 Tri-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 Morrow Radio and Data District
 Umatilla Reservation Housing Authority
 Umatilla Rural Fire Protection District
 Union Cemetery District
 Vale Oregon Irrigation District
 Valley View Water District
 Vandewert Acres Special Road District
 Vantage Mountain Water and Improvement District
 Waha Waha River Irrigation District
 Wallbuck County Health Care District
 Wamoc 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 Wondersland 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 Waterwater District
 Clon 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
 Conroyton Water District
 Cowichee Water District
 Cowitz County Cemetery District No. 2
 Cowitz County Fire District No. 6
 Cowitz County Public Utility District No. 1
 Cowitz 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. 3
 Douglas-Oklaman County Fire District No. 15
 East Columbia Basin Irrigation District
 East Okanogan 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
 Easton Metropolitan Park District
 Easton Sewer and Water District
 Edmonds Public Facilities District
 Ellensburg Business Development Authority
 Elmerston Cemetery District No. 7
 Ekalaka 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
 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. 3
 Franklin County Fire Protection District No. 3
 Franklin County Irrigation District No. 1
 Franklin County Public Utility District No. 1
 Freedom Water and Sewer District
 Ft. Valderon Public Development Authority
 Gadsden Farms Irrigation District No. 13
 Gadsden Special Utility District
 Grand Coulee Project 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. 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 Mosquito Control District No. 1
 Grant County Post District No. 4
 Grant County Post District No. 6
 Grant County Post 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. 3
 Grays Harbor County Water District No. 2
 Grays Harbor Fire District No. 10
 Grays Harbor Fire District No. 10
 Grays Harbor Historical Seaport 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 Winona Rural Fire Protection District
 Winemead Hills Road District
 Ward Memorial Park District
 Wilkoy Water District
 Willamette Park and Recreation District
 Williams Rural Fire Protection District
 Willow Creek Park District
 Wheeler Bay Seismic District
 Winston-Dillard Fire District
 Winton-Dillard Water District
 Woodburn Rural Fire Protection District
 Yamhill County Housing Authority
 Yamhill Fire Protection District
 Youngs Five-Levels 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

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

Grays Harbor Transportation Authority
 Greater Waukesha Irrigation District
 Greater Waukesha Regional Events Center Public Facilities District
 Green Fork Irrigation District No. 11
 Hartness House Water-Sewer District
 Highland Water District
 Highlands Sewer District
 Highline Water District
 Historic Seattle Preservation and Development Authority
 Holmes Harbor Sewer District
 Hurst Water District
 Hydro Irrigation District No. 9
 Ischia Water District
 Irwin 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
 Juriper Beach Water District
 Kaponah Water District
 Kolo Housing Authority
 Keweenaw Housing Authority
 Keweenaw Irrigation District
 Keweenaw Public Facilities District
 Keweenaw Public Hospital District
 Kent Fire Department Regional Fire Authority
 Key Peninsula Metro Fire 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. 137
 King County Water District No. 139
 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 Rural Library District
 Kitsap Public Health District
 Kittitas County Conservation District
 Kittitas County Fire District No. 7
 Kittitas County Fire Protection District No. 7
 Kittitas County Hospital District No. 2
 Kittitas County Housing Authority
 Kittitas County Public Utility District No. 1
 Kittitas County Water District No. 5
 Kittitas County Water District No. 6
 Kittitas County Water District No. 7
 Klickitat County Fire District No. 14
 Klickitat County Fire District No. 15
 Klickitat County Fire District No. 1
 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 Chelan Reclamation District
 Lake Chelan Sewer District
 Lake Forest Park Water District

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Lakeview Sewer District
Lake Wenatchee Water District
Lake Whitman Water and Sewer District
Lakeland Utility District
Lakewood Water District
Lenora 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. 2
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 Benefits Area Authority
Liberty Lake Sewer and Water District
Lincoln County Fire District No. 1
Lincoln County Fire Protection 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 Library District
Lower Elwha Housing Authority
Lower Squilchuck Irrigation District
Larner Housing Authority
Larner Tribal Sewer and Water District
Makah Housing Authority
Malaga Water District
Manchester Water District
Manitou Park and Recreation District
Maryland 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
Mid-Columbia Library District
Midway Sewer District
Moab Irrigation District No. 20
Moses Lake Irrigation and Rehabilitation District
Mudflow Water and Wastewater District
Naches-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 Water District
North Whidbey 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. 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
Orcas Island Library District
Orford Avenue Irrigation District No. 6
Oroville Housing Authority
Oroville-Tonasket Irrigation District
Oroville 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

Hawai

Idaho

Oregon

South Carolina

Utah

Washington

- Pacific County Public Healthcare Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Palo Alto 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
- Pejabat Irrigation District
- Peshawar 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. 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 Preserves and Development Authority
- Pike Roberts Water District No. 4
- Pilot Knob Water and Sewer District
- Port Ludlow Drainage District
- Prescott Lake Park 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
- Quilicura Housing Authority
- Quincy Housing Authority
- Quincy-Columbia Basin Irrigation District
- Rainier Housing Authority
- Richard Housing Authority
- Richard Public Facilities District
- Reedley Wastewater District
- Rena Irrigation District
- Reynolds Lake Sewer and Water District
- Richmond Falls Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Scappoose Water District
- Seattle Chinatown International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle-Snohomish Regional Tourism Authority
- Selkirk-Moses Irrigation District
- Si View Metropolitan Park District
- Shore Lake Flood Control District
- Silver Lake Water and Sewer District
- Silverdale Water District
- Slaght Conservation District
- Slaght County Cemetery District No. 2
- Slaght County Fire District No. 10
- Slaght County Fire District No. 11
- Slaght County Fire District No. 15
- Slaght County Fire District No. 8
- Slaght County Fire Protection District No. 13
- Slaght County Fire Protection District No. 14
- Slaght County Fire Protection District No. 2
- Slaght County Fire Protection District No. 3
- Slaght County Fire Protection District No. 4
- Slaght County Fire Protection District No. 5
- Slaght County Fire Protection District No. 8
- Slaght County Housing Authority
- Slaght County Public Hospital District No. 1
- Slaght County Public Hospital District No. 2
- Slaght County Public Hospital District No. 304
- Slaght County Public Utility District No. 1
- Slaght County Sewer District No. 1
- Slaght County Sewer District No. 2
- Slaght 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

Hawai

Idaho

Oregon

South Carolina

Utah

Washington

- Spokane County Fire Protection District No. 21
- Spokane County Fire Protection District No. 22
- Spokane County Fire Protection District No. 25
- Spokane County Fire Protection District No. 28
- Spokane County Fire Protection District No. 3
- Spokane County Fire Protection District No. 7
- Spokane County Housing Authority
- Spokane County Public Hospital District No. 1
- Spokane County Public Utility District No. 2
- Spokane County Public Utility District No. 1
- Spokane Health District
- Spokane River Regional Water Authority
- Shoepfleming Valley Hospital District
- South Columbia Basin Irrigation District
- South Correctional Facility Public Development Authority
- South Haches Irrigation District
- South Whittiers Fire Authority
- South Whitby Parks and Recreation District
- South Triana 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. 2
- 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
- Steeple Sewer District No. 1
- Stevens County Fire District No. 2
- Stevens County Fire District No. 8
- 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 Pass Sewer District
- San Harbor Water District No. 3
- Sunnyside Housing Authority
- Sunnyside Valley Irrigation District
- Sunnyslope Water District
- Swinemuir Housing Authority
- Tacoma Community Redevelopment Authority
- Tacoma Housing Authority
- Tacoma Metropolitan Park District
- Terrace Heights Sewer District
- Thea Fass Waterway Development Authority
- Three Rivers Regional Wastewater Authority
- Thurston Conservation District
- Thurston County Fire District No. 12
- Thurston County Fire District No. 4
- Thurston County Fire District No. 9
- 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
- Tillamook County Economic Development District
- Tulwila Metropolitan Park District
- Underwood Conservation District
- Union Gap Irrigation District
- Vulvolk Sewer District
- Valley Regional Fire Authority
- Valley View Sewer District
- Valley Water District
- Vancouver Housing Authority
- Walton 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. 6
- Walla Walla County Rural Library District
- Walla Walla Housing Authority
- Walla Walla Water District No. 3
- Washington State Convention Center Public Facilities District
- Washington State Major League Baseball Stadium Public Facilities District
- Washington State Tobacco Settlement Authority

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Water District 19
 Wells Ranch Irrigation District
 Wenatchee Reclamation District
 Wenatchee-Chiwawa Irrigation District
 West Sound Utility District
 Whitson Conservancy 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
 Whiskey Island Public Hospital District
 Whitstone Reclamation District
 Whisman County Fire District No. 11
 Whisman County Fire Protection District No. 11
 Whisman County Fire Protection District No. 14
 Whisman County Fire Protection District No. 7
 Whisman County Public Hospital District No. 3
 Whisman County Rural Library District
 Whithorst Water District No. 2
 Willapa Valley Water District
 William Shere Memorial Pool District
 Williams Lake Sewer District No. 2
 Wine Science Center Development Authority
 Witschick 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. 11
 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-Tri-Valley Irrigation District

State

North Seattle 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 Chehalis Reservation
 Confederated Tribes of the Colville Reservation
 Confederated Tribes of the Yakama Nation
 Cowitz Indian Tribe
 Kiah Indian Tribe
 Jamestown S'Pallam Tribe
 Kalispel Tribe of Indians
 Lower Elkhorn Slalam Tribe
 Lummi Indian Nation
 Makah Tribe
 Makahhoh Indian Tribe
 Metlakatla Indian Tribe
 Neah-Kahleetl Indian Tribe
 Puyallup Tribe of Indians
 Quileute Indian Tribe
 Quinalt Indian Nation
 Samish Indian Nation
 Sauk-Sulthe Indian Tribe
 Skokomish Indian Tribe
 Snoqualmie Indian Tribe
 Spokane Tribe
 Squamish Tribe
 S'gwa'mish Tribe of Indians
 Squamish Tribe
 Tahwamish Indian Tribal Community
 Tulalip Tribes
 Upper Skagit Indian Tribe
 Yakama Nation Land Enterprise

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (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.

(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.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(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.

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.

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

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: _____

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



Company Name: John Deere Construction Retail Sales (JDCRS)

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
3.14/6	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.	<p>JDCRS approves dealer groups to sell direct under this contract upon their acceptance of the Sourcewell T&Cs. JDCRS will sell direct where a dealer group has yet to accept the contract terms.</p> <p>JDCRS and U.S. dealer sales reporting and admin fee payment functions will be processed by our JDCRS office.</p> <p>“Sub-contractor” does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all sub-contractor verbiage/reference be stricken.</p>	Sourcewell accepts
3.23.2/8	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.	<p>“Sub-contractor” does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all sub-contractor verbiage/reference be stricken.</p>	Sourcewell accepts
3.28.1/10	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-	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said	Sourcewell accepts


	4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.	fee will reduce the List discounts accordingly.	
5.18/16	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.	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said fee will reduce the List discounts accordingly.	Sourcewell accepts
5.51/18 5.54/18	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.	Standard warranty defines covered items and services. Freight and transport to and from dealership are not covered items.	Sourcewell accepts
6.26/23	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.	"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all subcontractor verbiage/reference be stricken.	Sourcewell accepts
7.13/27	The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item.	Unless a dealer stock unit is being offered, retail machines are made to order. 90 day lead time or less is the general guidance, but there may be exceptions.	Sourcewell accepts
7.16/27-28	The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions / disbarments that occur during the Contract period.	As was clarified in the pre-proposal conference, what needs to be advised is any <i>major</i> scenario that would impact the vendor's financial standing and their ability to uphold the contract agreement. JDCRS is not at liberty to share all litigation scenarios that may arise. We request the "litigation" verbiage be stricken.	Sourcewell accepts the removal of "litigation;" however, all other requirements remain.
8.11/29	No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell.	We request permission to approve dealer groups to sell direct. Dealer groups must first agree to abide by the Sourcewell Terms & Conditions as agreed by JDCRS.	Sourcewell accepts

		JDCRS will include U.S. dealer sales in our reporting and admin fee processing. Allowing so on the previous contract has proven value-added as it has; allowed dealers to fully embrace the contract, streamlined the sales process, and continued to increase sales each year.	
8.31/32	<p>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").</p> <p>The terms included in this section express Proposer willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars.</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts
Form D/48	<p>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.</p>	<p>"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network.</p> <p>We request all subcontractor verbiage/reference be stricken.</p>	Sourcewell accepts
Appendix D/69 (PDF copy)	<p>Procurements by SourcewellSM (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</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts

	<p>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.</p>		

Proposer's Signature: *Mark Quinn* Date: 3/18/2019

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #032019



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~~. Exception is noted in our RFP response, asking for this text to be stricken as we do not use subcontractors. Our dealer network is independently owned.

Company Name: John Deere Construction Retail Sales Date: 3/14/2019

Company Address: 1515 5th Avenue

City: Moline State: IL Zip: 61265

CAGE

Code/DUNS: 3PSD7/142124762

Contact Person: Richard Murga Title: Contract Administrator

Authorized Signature:  Mark Oliver
(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-JDC

Proposer's full legal name: John Deere Construction Retail Sales

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 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 May 13, 2019 and will expire on May 13, 2023 (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:

DocuSigned by:
Jeremy Schwartz
COED2A13DD08488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E428BF817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

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

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver
VENDOR AUTHORIZED SIGNATURE

MARK OLIVER
(NAME PRINTED OR TYPED)

Executed on 10 MAY, 2019

Sourcewell Contract # 032119-JDC



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: John Deere Construction Retail Sales

Address: 1515 5th Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: 309-748-3418

E-mail Address: OliverMarkR@JohnDeere.com

Authorized Signature: *Mark Oliver*

Authorized Name (printed): Mark Oliver

Title: Manager Contract Sales

Date: 3/14/2019

Notarized

Subscribed and sworn to before me this 14 day of MARCH, 2019

Notary Public in and for the County of ROCK ISLAND State of IL

My commission expires: 10/26/2021

Signature: *Cindy L. Schoo*





Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: John Deere Construction Retail Sales

Questionnaire completed by: Richard Murga

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

JDCRS' only option for payment terms is Net 30 Days.

- 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?

JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.

- 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.

JDCRS authorizes U.S. dealer groups to sell direct after they agree to uphold Sourcewell's T&Cs in writing.

Sourcewell members will contact their local dealer for assistance with machine and option selection.
<https://dealerlocator.deere.com/servlet/country=US>

The local dealer will provide the contract quote. Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. If a municipal lease is involved, that too must be made known on the PO.

JDCRS will ship the unit to the selling U.S. dealer. For sales outside of the U.S., the local selling dealer will quote and arrange the freight move from factory to dealer and from dealer to customer.

Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.

U.S. sales reports will be processed and submitted by JDCRS on a quarterly basis.

Canada sales reports will be processed and submitted by John Deere Limited on a quarterly basis. Per our previous Sourcewell addendum to expand into Canada, John Deere Limited is the Canada-based sales branch office that owns the relationship with the Canadian dealer groups.

- 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?

P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.

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.

Copy of standard warranty is attached in addition to the below responses.



Standard
Warranty.pdf

- Do your warranties cover all products, parts, and labor?
12 months full machine standard warranty is provided, as outlined in the standard warranty document.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Full-size machines receive 12 months of coverage with no hour limit.
Compact machines (Commercial Worksite) receive 24 months of coverage with 2,000-hour limit.
Limitations on usage behavior are in place for all goods.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No How will Sourcewell Members in these regions be provided service for warranty repair? Dealers are assigned for coverage of the entire U.S.
- 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? As outlined in the standard warranty document, non-Deere items are handled by original OEM.
- What are your proposed exchange and return programs and policies?
As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See full text for detailed explanation.

- 6) Describe any service contract options for the items included in your proposal.

No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

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.

Customer solutions offered in response to this RFP are John Deere's Construction Equipment (CE) and Compact Construction Equipment (CCE) product lines. Heavy, medium and compact machines are available to meet the Sourcewell members' needs. Specifically, there are 15 categories of 90 plus machines, each with their own factory options and attachments. Additionally, there are 120 plus attachment offerings to be used in conjunction with the compact line of machines. Many of these attachments are functional on a variety of the four compact machine categories, adding great versatility to the end-user. Further, local dealers will have the ability to provide customer requested goods and services to complete the desired machine functionality.

- 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.)

As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response. Base machine and four-digit factory build codes will receive the machine discount. Non-factory items will be quoted by the dealer.

- 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.

The discount range varies from 20% to 44% off our published List prices.

- 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.

5-7 machines receive 1% additional discount
8-14 machines receive 2% additional discount
15-30 machines receive 3% additional discount

No rebates are offered.

- 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.

JDCRS can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by John Deere as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as John Deere non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Bradco Rock Saw). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty...

Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the John Deere dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."

For example, a Sourcewell Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract part) and a Bradco Rock Saw (allied) by utilizing the Sourcewell contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as “Dealer provided fuel cap and Dealer provided Bradco Rock Saw”. We successfully use this process on other contracts.

- 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.

Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.

Taxes: Local taxes, if applicable, will be assessed.

- 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.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the Sourcewell member’s local John Deere dealership. All shipments in the continental U.S. (CONUS) region will therefore be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted.

Prospective buying agency must supply the full address for the end-user’s delivery location at time of quote request. Should buying agency choose not to use their nearest compact equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. Full-size equipment dealers have a defined coverage area and are not selectable by the customer.

JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

- 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.

For sales that are processed through our office, the quote and purchase order are reviewed by the in-house account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited.

For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. A program code has been established for use at time of dealer settlement to claim their discount. On a quarterly basis, JDCRS receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.

- 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.)

We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

John Deere is registered with the International Standards Organization 9001 for quality management.

- 20) Describe any environmental management system certifications obtained by your organization.

For more information on John Deere's Environmental Stewardship visit:

http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventative maintenance services are dealer-provided. Please review Form P item 12 above.

Signature: _____



Date: _____

3/14/2019

AMENDMENT TO
Sourcewell Contract #032119-JDC

This AMENDMENT (“Amendment”) to Sourcewell Contract # 032119-JDC (“Agreement”) is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales (“Vendor”)

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.’s products, ordering process, and sales/administration contacts will be included in John Deere’s portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Vogege brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 4 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. does not accept the P-card procurement and payment process.”

2. Form P Question 5 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit.”
3. Form P Question 7 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Vogele) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines to Sourcewell members in both the U.S. and Canada. “Program Eligible” opens the contract’s machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:

Never retailed,
Less than three years old for compact and mid-size machines,
Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price
Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.
Depreciation varies based on age, hours, and machine type.
Depreciation is negotiated between dealer and customer.
Sourcewell Administration Fee will be paid on Standard Contract Selling Price.”

-
4. Form P Question 9 response is amended as follows:
Replace the initial response with the following verbiage:
“The discount range varies from 17% to 44% off the manufacturer’s published List prices.”
 5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as “John Deere Limited”, the proper business name is “John Deere Canada ULC.”

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

DocuSigned by:
x Jeremy Schwartz
Authorized Signature – **Signed**

By Jeremy Schwartz
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 3/12/2020 | 1:59 PM CDT

John Deere Construction Retail Sales

DocuSigned by:
x Richard Murga
Authorized Signature – **Signed**

By Richard Murga
Name – **Printed**

Title Account Manager, Fed & State

Date 3/12/2020 | 1:43 PM CDT

APPROVED:

Sourcewell®

DocuSigned by:
x Chad Coquette
Authorized Signature – **Signed**

By Chad Coquette
Name – **Printed**

Title Executive Director / CEO

Date 3/12/2020 | 2:08 PM CDT

**AMENDMENT #2
TO
SOURCEWELL CONTRACT #032119-JDC**

This Amendment is by and between **Sourcewell** (Sourcewell) and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

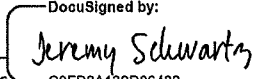
In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P, Question 18, is modified to read that Vendor's Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

**John Deere Construction Retail Sales, a
division of John Deere Shared Services, Inc.**

By:  _____
Authc: DocuSigned by:
C0FD2A139D06489...

By:  _____
Authc: DocuSigned by:
B5FD5EFB9F6045A...

Jeremy Schwartz
Name – Printed

Richard Murga
Name – Printed

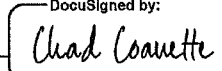
Title: Director of Operations & Procurement/CPO

Title: Contract Administrator

Date: 3/18/2020 | 3:25 PM CDT

Date: 3/18/2020 | 12:27 PM CDT

APPROVED:

By:  _____
Authc: DocuSigned by:
7E42B8FB17A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

EXHIBIT “B”



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address (no PO box)
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
 - Membership number if required by the contract

For any questions, please contact:

Zachary Moore

Stotz Equipment
4811 Brooks Street
Montclair, CA 91763

Tel: 909-626-8586
Mobile Phone: 909-664-3209
Fax: 909-626-3767
Email: zmoore@stotzeq.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
xx8699@stotzeq.com

Quote Summary

Prepared For:

CITY OF LONG BEACH PARKS AND R
2600 TEMPLE AVE
LONG BEACH, CA 90806

Delivering Dealer:

Stotz Equipment
Zachary Moore
4811 Brooks Street
Montclair, CA 91763
Phone: 909-626-8586
Mobile: 909-664-3209
zmoore@stotzeq.com

Replacement for Unit # 14809- 2015 John Deere 7210R

Quote ID: 27447036

Created On: 15 September 2022

Last Modified On: 15 September 2022

Expiration Date: 30 November 2022

Equipment Summary

JOHN DEERE 7R 210 Tractor

Selling Price

\$ 257,461.40 X

Qty

1 =

Extended

\$ 257,461.40

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: September 14, 2022

Equipment Total

\$ 257,461.40

* Includes Fees and Non-contract items

Quote Summary

Equipment Total

\$ 257,461.40

Trade In

SubTotal

\$ 257,461.40

Sales Tax - (10.25%)

\$ 26,389.79

ca tire fee

\$ 7.00

Est. Service

\$ 0.00

Agreement Tax

Total

\$ 283,858.19

Down Payment

(0.00)

Rental Applied

(0.00)

Balance Due

\$ 283,858.19

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 27447036

Customer Name: CITY OF LONG BEACH PARKS AND R

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
xx8699@stotzeq.com

JOHN DEERE 7R 210 Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
\$ 257,461.40

Price Effective Date: September 14, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
8000RW	7R 210 Tractor	1	\$ 346,361.00	24.00	\$ 83,126.64	\$ 263,234.36	\$ 263,234.36
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185E	JDLink™ Connectivity	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
190A	Gen 4 4200 CommandCenter™	1	\$ -1,995.00	24.00	\$ -478.80	\$ -1,516.20	\$ -1,516.20
0202	United States	1	\$ 1,900.00	24.00	\$ 456.00	\$ 1,444.00	\$ 1,444.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0557	No Edition	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1550	AutoPowr™ Infinitely Variable Transmission (IVT™) 40 km/h (25 mph)	1	\$ 7,186.00	24.00	\$ 1,724.64	\$ 5,461.36	\$ 5,461.36
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2022	Premium Comfort & Convenience Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2170	Air Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2703	Right-hand Reverser Linear-Type Transmission Controls	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2901	Hydraulic Power Steering	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3033	John Deere PowerTech™ 6.8 L (414 cu. in.) 6 Cylinder EPA FT4/EU Stage V Compliant Diesel Engine	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3240	162 L/min (43 gpm) Hydraulic Pump	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



Quote Id: 27447036

Customer Name: CITY OF LONG BEACH PARKS AND R

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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Montclair, CA 91763
909-626-8586
xx8699@stotzeq.com

3341	Four Premium Rear Remote SCVs with Electrohydraulic Controls, Premium Couplers and High Pressure Relief Levers	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3831	35 mm (1-3/8 in.) 540/540E/1,000 rpm PTO, 45 mm (1-3/4 in.) 1,000 rpm PTO, electronically shiftable in cab	1	\$ 3,635.00	24.00	\$ 872.40	\$ 2,762.60	\$ 2,762.60
4027	6,894 kg (15,200 lb) Capacity 3-Point Hitch (Cat 3/3N) with Quik-Coupler and Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4319	Category 3, Adjustable Swinging Drawbar for use with a 38 mm (1.50 in.) Pin	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5065	110 mm (4.33 in.) diameter by 2550 mm (100.4 in.) length	1	\$ -702.00	24.00	\$ -168.48	\$ -533.52	\$ -533.52
5091	Cast Wheels with Single Taper Hubs	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5207	710/70R42 173A8 R1W	1	\$ -6,108.00	24.00	\$ -1,465.92	\$ -4,642.08	\$ -4,642.08
5999	No Brand Preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	1300 Series MFWD with Driveline Shield and Limited Slip Differential	1	\$ -13,264.00	24.00	\$ -3,183.36	\$ -10,080.64	\$ -10,080.64
6208	600/70R30 152A8 R1W	1	\$ 3,232.00	24.00	\$ 775.68	\$ 2,456.32	\$ 2,456.32
7215	Premium Visibility Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8020	Fender, Rear Extensions - 2.55 m (100 in.) Width	1	\$ 1,883.00	24.00	\$ 451.92	\$ 1,431.08	\$ 1,431.08
8782	Backup Alarm	1	\$ 358.00	24.00	\$ 85.92	\$ 272.08	\$ 272.08
8959	Weight, front support with sixteen suitcase weights	1	\$ 2,204.00	24.00	\$ 528.96	\$ 1,675.04	\$ 1,675.04
	Standard Options Total		\$ -1,671.00		\$ -401.04	\$ -1,269.96	\$ -1,269.96
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ -5,925.00	24.00	\$ -1,422.00	\$ -4,503.00	\$ -4,503.00
	Technology Options Total		\$ -5,925.00		\$ -1,422.00	\$ -4,503.00	\$ -4,503.00
	Value Added Services		\$ 0.00			\$ 0.00	\$ 0.00
	Total						



JOHN DEERE

Selling Equipment



Quote Id: 27447036

Customer Name: CITY OF LONG BEACH PARKS AND R

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
xx8699@stotzeq.com

Total Selling Price	\$	\$ 81,303.60	\$	\$
	338,765.00		257,461.40	257,461.40



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
 - Signature on all LOIs and POs with a signature line
 - Contract name or number; or JD Quote ID
 - Sold to street address (no PO box)
 - Ship to street address (no PO box)
 - Bill to contact name and phone number
 - Bill to address
 - Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
 - Membership number if required by the contract

For any questions, please contact:

Zachary Moore

Stotz Equipment
4811 Brooks Street
Montclair, CA 91763

Tel: 909-626-8586
Mobile Phone: 909-664-3209
Fax: 909-626-3767
Email: zmoore@stotzeq.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
xx8699@stotzeq.com

Quote Summary

Prepared For:

CITY OF LONG BEACH PARKS AND R
2600 TEMPLE AVE
LONG BEACH, CA 90806

Delivering Dealer:

Stotz Equipment
Zachary Moore
4811 Brooks Street
Montclair, CA 91763
Phone: 909-626-8586
Mobile: 909-664-3209
zmoore@stotzeq.com

Replacement Unit # 143007- 2016 John Deere 6215R

Quote ID: 27448569

Created On: 15 September 2022

Last Modified On: 15 September 2022

Expiration Date: 15 October 2022

Equipment Summary

JOHN DEERE 6R 215 Tractor

Selling Price

\$ 229,209.16 X

Qty

1 =

Extended

\$ 229,209.16

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: September 14, 2022

Equipment Total

\$ 229,209.16

* Includes Fees and Non-contract items

Quote Summary

Equipment Total

\$ 229,209.16

Trade In

SubTotal

\$ 229,209.16

Sales Tax - (10.25%)

\$ 23,493.94

ca tire fee

\$ 7.00

Est. Service

\$ 0.00

Agreement Tax

Total

\$ 252,710.10

Down Payment

(0.00)

Rental Applied

(0.00)

Balance Due

\$ 252,710.10

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 27448569

Customer Name: CITY OF LONG BEACH PARKS AND R

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
4811 Brooks Street
Montclair, CA 91763
909-626-8586
xx8699@stotzeq.com

JOHN DEERE 6R 215 Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
\$ 229,209.16

Price Effective Date: September 14, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08PAL	6R 215 Tractor	1	\$ 286,150.00	24.00	\$ 68,676.00	\$ 217,474.00	\$ 217,474.00
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
190A	Gen 4 4200 CommandCenter™	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0660	Less Loader Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0700	Less Loader Equipment	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
873C	Premium Panorama Roof Light Package	1	\$ 3,863.00	24.00	\$ 927.12	\$ 2,935.88	\$ 2,935.88
878W	Panorama Glass Roof	1	\$ 815.00	24.00	\$ 195.60	\$ 619.40	\$ 619.40
896B	10 Quik-Tatch™ Weights - 430 kg (948 lb)	1	\$ 1,108.00	24.00	\$ 265.92	\$ 842.08	\$ 842.08
1557	AutoPowr™ Infinitely Variable Transmission (IVT™) 40 km/h (25 mph)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1758	AutoTrac™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2014	Premium Cab Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2159	Premium Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2203	Less Cab Suspension	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2522	Mirrors - Electrical Adjustable And Manual Telescopic with Wide Angle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2624	Panorama Doors left and right	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



Quote Id: 27448569

Customer Name: CITY OF LONG BEACH PARKS AND R

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2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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4811 Brooks Street
Montclair, CA 91763
909-626-8586
xx8699@stotzeq.com

2664	Premium Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2704	CommandArm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3240	Hydraulic Pump - 155 L/min	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3341	4 Electronic Selective Control Valves (SCV) - Premium	1	\$ 1,180.00	24.00	\$ 283.20	\$ 896.80	\$ 896.80
3400	No Midstack SCV	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3833	Rear PTO - 540/540E/1000 - for R&P Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4113	Draft Links with Hook End - Category 3N	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End - Category 3	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5063	R&P Rear Axle 100 mm (3.94 in.) x 2550 mm (100.4 in.)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5091	Adjustable cast wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5291	Rear Wheels 710/70R42	1	\$ 5,412.00	24.00	\$ 1,298.88	\$ 4,113.12	\$ 4,113.12
5999	Rear and Front Tire Brand - No Preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD front axle - unsususpended	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable steel wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6204	Front Wheels 480/70R34	1	\$ 166.00	24.00	\$ 39.84	\$ 126.16	\$ 126.16
7706	Shipment Preparation - By Ship Overseas, with Conservation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8020	Fender Extension - One-Piece Side and Rear Extension (Adjusted to Tire Size)	1	\$ 853.00	24.00	\$ 204.72	\$ 648.28	\$ 648.28
8063	Ethernet Switch	1	\$ 748.00	24.00	\$ 179.52	\$ 568.48	\$ 568.48
8726	Dual Beacon Lights	1	\$ 288.00	24.00	\$ 69.12	\$ 218.88	\$ 218.88
8782	Backup Alarm	1	\$ 631.00	24.00	\$ 151.44	\$ 479.56	\$ 479.56
8951	Front base weight - 110 kg (242 lb)	1	\$ 377.00	24.00	\$ 90.48	\$ 286.52	\$ 286.52
Standard Options Total			\$ 15,441.00		\$ 3,705.84	\$ 11,735.16	\$ 11,735.16
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



Quote Id: 27448569

Customer Name: CITY OF LONG BEACH PARKS AND R

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Deere & Company
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Cary, NC 27513
FED ID: 36-2382580
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xx8699@stotzeq.com

Technology Options Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services	\$ 0.00		\$ 0.00	\$ 0.00
Total				
Total Selling Price	\$ 301,591.00	\$ 72,381.84	\$ 229,209.16	\$ 229,209.16