

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

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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of June 7, 2023 for reference purposes only, pursuant to Resolution No. RES-23-0078 (“the Resolution”) adopted by the City Council of the City of Long Beach at its meeting on June 6, 2023, by and between BRAGG INVESTMENT COMPANY, INC., dba COASTLINE EQUIPMENT, a California corporation (“Vendor”), with a place of business located at 6242 Paramount Boulevard, Long Beach, CA 90805, 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 a John Deere 310P Backhoe Loader, including a compaction wheel and two loader buckets and other accessories (“Equipment”); and

WHEREAS, after a competitive procurement process, Sourcewell entered into an agreement for the purchase of Equipment via Contract No. 032119-JDC with John Deere Construction Retail Sales (“Sourcewell Contract”); and

WHEREAS, the Vendor is an authorized distributor of John Deere Construction Retail Sales under the Sourcewell Contract; and

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

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

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

1. The Sourcewell Contract with Vendor, attached hereto as Exhibit “A”,

1 is incorporated by this reference as if fully set forth herein, and the same terms and
2 conditions contained in the Sourcewell Contract shall be applicable here except as follows:

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

5 B. Equipment.

6 1. Vendor shall sell, furnish and deliver to the City a John
7 Deere 310P Backhoe Loader, including a compaction wheel and two loader
8 buckets and other accessories (referred to as "Equipment") of substantially
9 the same type and kind purchased under the Sourcewell Contract, except as
10 modified by Exhibit "B" attached hereto and incorporated by this reference,
11 in an amount not to exceed One Hundred Sixty Nine Thousand Six Hundred
12 Thirty-One Dollars (\$169,631), inclusive of tax and fees. In consideration of
13 City's payment hereunder, Vendor shall provide the Equipment.

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

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

21 D. Term.

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

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

27 a. The City fails to receive funding or appropriation
28 from the City Council at levels sufficient to pay for the goods to be

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purchased;

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

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

E. Warranty.

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

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

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

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

1. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less

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than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

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

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

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

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

Each insurance policy shall be endorsed to state that coverage shall

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not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Vendor. Vendor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

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

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

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

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

1 or types of coverages are not adequate.

2 The procuring or existence of insurance shall not be construed or
3 deemed as a limitation on liability relating to Vendor's performance or as full
4 performance of or compliance with the indemnification provisions of this Agreement.

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

11 3. Notices. Any notice given under this Agreement shall be in writing and
12 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
13 delivered or mailed to Vendor at the relevant address first stated above, and to the City at
14 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
15 shall be deemed given three days after deposit in the mail.

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

19 5. Miscellaneous.

20 A. The terms appearing on the Sourcewell Contract are
21 incorporated in this Agreement.

22 B. To the extent that the Sourcewell Contract and this
23 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
24 and (2) the Sourcewell Contract.

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

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herein.

D. This Agreement, including Exhibits, shall not be amended, nor any provision or breach hereof waived except in a writing signed by the parties which expressly refers to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

BRAGG INVESTMENT COMPANY, INC.,
dba COASTLINE EQUIPMENT a
California corporation

June 22, 2023

By [Signature]
Name Buck Brant
Title V.P. General Manager

June 22, 2023

By [Signature]
Name Felix Santos
Title CEO

"Vendor"

CITY OF LONG BEACH, a municipal
corporation

June 23, 2023

By [Signature]
City Manager EXECUTED PURSUANT
TO SECTION 301 OF
"City" THE CITY CHARTER.

This Agreement is approved as to form on June 23, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

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: _____

Form C

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



Company Name: _____

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

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

Proposer's Signature: _____ Date: _____

Sourcewell's clarification on exceptions listed above:

Contract Award
RFP #032119



FORM D

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

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

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

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



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

Sourcewell Contract #: 032119-XXX

Proposer's full legal name: TBD

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

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

Sourcewell Authorized Signatures:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 032119-XXX

Vendor Authorized Signatures:

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

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 032119-XXX



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

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

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

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



Form G

OVERALL EVALUATION AND CRITERIA

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

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

SOURCEWELL CONTRACT
NUMBER:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

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](#)

Idaho	Oregon	South Carolina	Utah	Washington
City of Reburg	City of Mt. Vernon	Town of Harleyville	City of Willville	City of Okanogan
City of Rockledge	City of Myrtle Creek	Town of Heath Springs	City of Windsor	City of Olympe
City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Orlak
City of Riggin	City of Nahalem	Town of Hilda	City of West Haven City	City of Oroville
City of Ririe	City of Newberg	Town of Hiram Head Island	City of West Jordan	City of Orting
City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Otello
City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Hones Path	City of Woodland Hillz	City of Pasco
City of Sandpoint	City of Oyston	Town of Irmo	City of Woods Cross	City of Pateros
City of Shelley	City of Oakland	Town of Juba	Town of Alta	City of Pomeroy
City of Shoshone	City of Oakridge	Town of Jackson	Town of Abamont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Annapolis	City of Port Townsend
City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Anselborn	City of Poulton
City of St. Anthony	City of Pendleton	Town of Jacksonville	Town of Antimony	City of Prosser
City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
City of Star	City of Pilot Knob	Town of Kershaw	Town of Bear River City	City of Quincy
City of Street	City of Post Office	Town of Ketchikan Island	Town of Bicknell	City of Rainier
City of Sugar City	City of Portland	Town of Kingslee	Town of Big Water	City of Raymond
City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Reson
City of Tetonia	City of Pinesville	Town of Leno	Town of Bryce Canyon City	City of Republic
City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Riverview
City of Twin Falls	City of Redmond	City of Lexington	Town of Capitol Hill	City of Ridgefield
City of Uzon	City of Reedport	Town of Lincolnville	Town of Cedar Fort	City of Riverview
City of Veneta	City of Reelwood	Town of Little Mountain	Town of Centerville	City of Robak Island
City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roan
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Crestview	City of Roy
City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wendell	City of Rufus	Town of Mayesville	Town of Clawson	City of Samsah
City of Weston	City of Salsum	Town of Middle	Town of Cleveland	City of Seaside
City of White Bird	City of Sandy	Town of Middleville	Town of Coniah	City of Seaside
City of Wilder	City of Sapperton	Town of McCall	Town of Danville	City of Seaside-Whitby
City of Winchester	City of Seaside	Town of McDermick	Town of DeWeyville	City of Selah
Higher Education	City of Seaside	Town of Milledgeville	Town of Eagle Mountain	City of Sevenson
Boise State University	City of Seaside	Town of Milledgeville	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Balfour	City of Shoreline
College of Western Idaho	City of Seaside	Town of Nearest	Town of Bismark	City of Spokane
Eastern Idaho Technical College	City of Seaside	Town of New Iberia	Town of Emory	City of Spokane
Idaho Division of Professional Technical Education	City of Seaside	Town of Nichols	Town of Fairfield	City of Soap Lake
Idaho State University	City of Seaside	Town of Olney Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
North Idaho College	City of Seaside	Town of Orono	Town of Garden City	City of Spokane Valley
University of Idaho	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Education (K-12)	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Alamogordo School District No. 53	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Arden Elementary School District No. 383	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Avery School District	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Basin School District No. 72	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Bear Lake School District No. 33	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Blackfoot School District No. 55	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Blaine County School District No. 61	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Bliss Joint School District No. 234	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Bonanza Joint School District No. 33	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Boundary County School District No. 101	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Burien Joint School District No. 111	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Butte County School District No. 111	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Caldwell School District No. 132	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Camas County School District No. 111	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Cambridge School District	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Cascade School District No. 492	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Cassia County Joint School District No. 151	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Castelford Joint School District No. 417	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Challis Joint School District No. 181	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Clark County School District No. 161	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Clear Fork School District No. 271	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Cottonwood Joint School District No. 242	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Council School District No. 13	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Culdesac Joint School District No. 342	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Dietrich School District No. 314	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Doremi Independent School District No. 221	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Filer School District No. 413	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Firth School District No. 39	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Frement County School District No. 115	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Franklin School District No. 373	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Garden Valley School District	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Genesee Joint School District No. 282	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Glenora Joint School District No. 192	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Gooding Joint School District No. 231	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Grain Valley School District No. 148	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Hagerman Joint School District No. 233	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Hanson School District No. 415	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Highland Joint School District No. 305	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Homedale School District No. 379	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Horseshoe Bend School District No. 73	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Idaho Falls School District No. 31	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Independent School District of Boise City	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Jefferson County School District No. 151	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Jerome Joint School District No. 261	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
Joint School District No. 2	City of Seaside	Town of Orono	Town of Garden City	City of Spokane
	City of Seaside	Town of Orono	Town of Garden City	City of Spokane

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

<p>Burien Water and Sewer District Buhl Highway District Buhl Rural Fire Protection District Burley Highway District Caldwell Housing Authority Canyon Highway District No. 4 Cascade Rural Fire District Cardiff Rural Fire District Central Fire District Central Okanogan Sewer District Central Shoshone County Water District Clark County District Library Clarkia Free Library District Clarkia Highway District Clearwater Free Library District Clearwater Highway District Clearwater Soil and Water Conservation District Clearwater Water District Consolidated Free Library District Cottonwood Highway District Custer Soil and Water Conservation District Drenchin Fire District Dutchess Highway District Duane Highway District Duvall Lane Highway District Dry Creek Cemetery Maintenance District Eagle Fire Protection District Eagle-Sewer District East Bonner County Free Library District East Bonner County Library District East Greenlee Irrigation District Eastern Idaho Public Health District Eastern Idaho Regional Wastewater Authority Elk River Free Library District Elmore Soil and Water Conservation District Fenn Highway District Ferndale Highway District Fish Haven Mosquito Abatement District Fremont County District Library Friedman Memorial Airport Authority Garden Valley District Library Garden Valley Fire Protection District Garden Valley Recreation District Gatzway Fire Protection District Gen County Fire Protection District Gen County Mosquito Abatement District Glenna Ferry Highway District Golden-Eagle Highway District No. 3 Gooding County Memorial Hospital District Grace District Library Grandview Highway District Granite Belder Water and Sewer District Greater Boise Auditorium District Greater Kildonan Park and Recreation District Greater Swan Valley Fire Protection District No. 2 Gowland Water and Sewer District Harlow Vista District Water and Sewer District Hayden Lake Irrigation District Hayden Lake Recreational Water and Sewer District Hildale Highway District Hoot Doon Water and Sewer District Horseshoe Bend Fire Protection District Idaho Valley Rural Fire District Ince-Bonville Sewer District Island Park Fire District Jerome Highway District Jerome Recreation District Jerome Rural Fire District No. 1 Kamiah Fire Protection District Kamin Highway District Katsunami Rural Fire Protection District Kilder House Highway District Kingston Water District Kootenai County Water District No. 1 Kootenai-Tendoy Sewer District Kootenai-Shoshone Soil and Water Conservation District Kuna Library District Ladale Water District Lahia Highway District Latah County Library District Lathrop Soil and Water Conservation District Lehigh Soil and Water Conservation District Lewiston Orthodontic Irrigation District Lewiston-Two Rivers County Regional Airport Authority Lincoln County Recreation District Little Blaine Ranch Water District Little Wood River Library District Little Butte Library District Lost River Highway District OREGON Water and Sewer District Maday Free Library District Madison Library District</p>	<p>Gaston School District 111 Gaston School District Gladstone School District Glenwood School District No. 77 Glis School District Grant County Education Service District Grant County District No. 3 Grant County District No. 7 Greater Albany Public School District Grapeland-Rainier School District Grant County School District No. 3 Harney Education Service District Harper School District No. 66 Harrisburg School District No. 7 Heiser School District No. 14 Herndon School District High Education Service District Hibbard School District No. 11 Hood River County School District Huntington School District No. 161 Imbler School District No. 11 Idaho Mountain Recreation Service District Inova School District 82 Jackson County School District No. 9 Jackson Education Service District Jefferson County School District No. 509 Eagle Fire Protection District Jefferson School District Jewell School District No. 8 John Day School District No. 3 Jordan Valley School District No. 3 Joseph School District No. 8 Junction City School District No. 69 Klamath County School District Klamath City Schools Knappa School District La Grande School District No. 1 Lake County School District No. 7 Lake-El Service District Lake-Owens School District No. 71 Friedman Memorial Airport Authority Lane Education Service District Lebanon Community School District No. 9 Lincoln County School District Uwe-Renton-Lincoln Education Service District Lang Creek School District No. 17 Lewis School District No. 71 Madison School District No. 32 Marshall School District No. 79 McFadden School District McMinnville School District No. 40 Madras School District No. 52C Milner-Freewater School District No. 7 Midvale School District No. 55 Multnomah River School District Monument School District Morrison County School District Mt. Angel School District Multnomah Education Service District Consortium Myrtle Hill School District Nash-Kahler School District No. 55 Newburg School District No. 281 New Hope Christian Schools Newberg School District No. 13 North Central Education Service District North Clackamas School District No. 14 North Douglas School District No. 22 North Lake School District North Marion School District No. 15 North Santiam School District No. 21 North Wasco County School District No. 21 Northwest Regional Education Service District Nyssa School District No. 26 Oakland School District Oatridge School District No. 76 Ontario School District No. 8C Oregon City School District No. 42 Oregon Trail School District No. 46 Paisley School District No. 11 Parkview School District No. 3 Pendleton School District No. 16 Perrydale School District No. 232 Philomath School District No. 123 Phoebe-Talent School District Pilot Rock School District No. 2 Pine Eagle School District No. 61 Fishhawk School District Pleasant Hill School District Plush School District No. 18 Poor-Oxford-Langdale School District No. 2CJ Powell Public School District No. 1 Powers School District No. 31 Prairie City School District No. 4 Prospect School District</p>	<p>Lancaster County School District Laurens County School District No. 55 Laurens County School District No. 56 Lee County School District Legacy Charter School Leaning County School District No. 1 Leaning County School District No. 2 Leaning County School District No. 3 Leaning County School District No. 4 Leaning County School District No. 5 Marion County School District Marlboro County School District McCormick County School District Hickory County School District Oconee County School District Oconee County Consolidated School District Four Orangeburg County Consolidated School District No. 3 Orangeburg County Consolidated School District No. 5 Palmetto County School District Richland County School District No. 1 Richland County School District No. 2 Rock Hill School District No. 3 Saluda School District No. 1 South Carolina Public Charter School District Spartanburg County School District No. 1 Spartanburg County School District No. 2 Spartanburg County School District No. 3 Spartanburg County School District No. 4 Spartanburg County School District No. 5 Spartanburg County School District No. 6 Spartanburg County School District No. 7 Sumter School District Sumter School District No. 17 Sumter School District No. 2 Union County School District Ware Shoals School District No. 51 Williamsburg County Schools Williston School District No. 29 York School District No. 1 Special District Albeeville Housing Authority Albany House & Authority Anderson Housing Authority Andros Beach Housing Authority Andros Housing Authority Beaufort Jasper Water and Sewer Authority Beaufort Island Rural Community Water District Belton-Honda Park Water Authority Bennettsville Housing Authority Bona Park Service District Burkeley County Water and Sanitation Authority Big Creek Water and Sewerage District Bluffton Township Fire District Bollinger Springs Fire District, Greenville County Broad Creek Public Service District Buffalo, N.C. Fire Protection District Burton Fire District Central Midlands Regional Transit Authority Charleston Area Regional Transportation Authority Charleston County Aviation Authority Charleston County Housing and Redevelopment Authority Charleston Housing Authority Charleston Inland Complex Redevelopment Authority Charleston Soil and Water Conservation District Chester Housing Authority Chester Housing Authority Chester Metropolitan District Chester Sewer District Coast Regional Transportation Authority Columbia Housing Authority County of Housing Authority Daniel Morgan Water District Daulington County Fire District Davidson County Water and Sewer Authority Daulington Housing Authority DeWitts Run Water and Sewer Authority Dorchester County S&T Transportation Authority Dorchester County Water Authority Duran-Chapel Fire District Esley Housing Authority Esley-Central Water District East-Bluff County Public Service District Edgemoor County Water and Sewer Authority Florence Housing Authority Fort Mill Housing Authority Fripp Island Public Service District Gilbey Housing Authority Gosport Rural Conservancy Water District Georgetown County Water and Sewer District Georgetown Housing Authority Gilbert-Summit Rural Water District Grand Strand Water and Sewer Authority Greenville Area District</p>	<p>Central Iron County Water Conservancy District Central Utah Water Conservancy District Central Weber Sewer Improvement District Charleston Water Conservancy District Copernicus Improvement District Cottonwood Improvement District Davis Community Housing Authority Davis County Housing Authority Davis-Salt Lake Aerial Spray Authority Duchesne County Upper County Water Improvement District Duchesne County Water Conservancy District Emery County Housing Authority Emery County Municipal Building Authority Emery County Special Services District No. 1 Emery Water Conservancy District Empire Improvement District Fruitedale Special Services District Garden City Fire District Grand County Housing Authority Grainger-Hunter Improvement District Heber Valley Special Service District Hepler Water Improvement District Jensen Water Improvement District Johnson Water Improvement District Jordan Valley Water Conservancy District Jordanville Special Service District Juab Special Service Fire District Kane County Water Conservancy District Kearns Improvement District Lake Park Improvement District Logan-Culpeper Authority Maeser Water and Sewer Improvement District Magna Abatement District Magna Water District Metropolitan Water District of Salt Lake and Sandy McKay Improvement District McKay Sanitation District Milford Area Healthcare Service District Moab Abatement District Moab Valley Fire Protection District Mountain Green Sewer Improvement District Mountain Regional Water Special Service District Mountain View Special Service District Mt. Olympus Improvement District North Davis County Sewer District North Davis Fire District North Emery Water Users Special Service District North Park Special Service District North Pointe Solid Waste Special Service District North Summit Fire District North Tooele County Fire Protection District North Utah Water Conservancy District North View Fire District Ogden Housing Authority Ogden Valley Water Users Special Service District Park City Fire Service District Park City Special Service District Price River Water Improvement District Provo Housing Authority Rockville-Springdale Fire Protection District Roosevelt City Housing Authority Salt Lake City Housing Authority Salt Lake City Mosquito Abatement District Salt Lake County Housing Authority Sandy Suburban Improvement District Sevier County Special Service Districts No. 1 Skyline Mountain Special Service District Skyline Valley Solid Waste District Snyderville Basin Water Reclamation District Solid Waste Special Service District No. 1 South Davis Sewer District South Davis Water District South Ogden Conservation District South Salt Lake Valley Mosquito Abatement District South Summit Fire Protection District South Utah Valley Solid Waste District South Valley Sewer District Southeastern Utah Housing Authority Spanish Valley Water and Sewer Improvement District St. George Housing Authority Strawberry Electric Service District Sugar House Park Authority Tabby Valley Park Special Service District Taylorville-Recreation Improvement District Thompson Special Service District Timpanogas Special Service District Tooele County Housing Authority Tooele County Recreation Special Service District Tropic-Lakeview Water Improvement District Utah Animal Control and Shelter Special Service District Utah County Municipal Building Authority Utah Fire Suppression Special Service District Utah Health Care Special Service District</p>	<p>Washington State University Washington State University Vancouver Wenatchee Valley College Western Washington University Whitson Community College Yakima Valley Community College Education DC 211 Aberdeen School District No. 5 Adna School District No. 216 Allyn School District No. 17 Anacortes School District No. 103 Arlington Public Schools Astoria Astoria School District Auburn School District No. 408 Bainbridge Island School District No. 393 Battle Ground School District No. 189 Bellevue School District No. 405 Bellingham School District No. 501 Berg School District No. 122 Bethel School District Bickleton School District Blaine School District No. 534 Bonifant School District No. 203 Bremerton School District Brewster School District No. 111 Bridgport School District No. 75 Brinnon School District No. 46 Buffington-Eaton School District No. 100 Camas School District Caple-Flatley School District No. 461 Capital Region Educational Service District No. 113 Carlsbad Historical School District No. 19 Cascade Christian School Cascade School District No. 228 Cashmere School District No. 218 Castile School District No. 402 Central-Frasco School District No. 401 Central Valley School District No. 326 Centralia School District No. 401 Chehalis School District No. 352 Cheney School District No. 360 Chelan County Special Service District Chief Vasquez School System Chittenden School District No. 409 Christian School District No. 210-185 Cle Elum-Rainier School District Clou Pass School District No. 400 Colfax School District No. 100 College Place School District No. 250 Colton School District No. 305 Columbia School District No. 206 Columbia School District No. 205, Shewna County Columbia School District No. 400 Colville School District No. 215 Conners School District No. 11 Conway Constitutional School District No. 317 Cosmopolis School District Coulee-Hardin School District No. 151 Coupeville School District No. 204 Crescent School District Creston School District No. 23 Curlew School District No. 50 Gatic School District Darrington School District No. 330 Dayton School District No. 207 Dayton School District No. 2 Deer Park School District No. 414 Dieringer School District Dixie School District East Valley School District No. 361 East Valley School District No. 361, Spokane County East Valley School District No. 50, Yakima County Edmonds School District No. 216 Eatonville School District No. 404 Edmonds School District No. 15 Educational Service Districts No. 122 Ellensburg School District No. 401 Elmer School District No. 48 Endicott School District No. 368 Enlat School District No. 127 Enumclaw School District No. 216 Epworth School District No. 185 Evette School District No. 35 Everett School District No. 2 Evergreen School District No. 116, Clark County Evergreen School District No. 205 Federal Way Public Schools Ferndale School District No. 502 Fife School District No. 417 Finley School District Franklin-Forest School District No. 492 Freeman School District No. 308 Garfield School District No. 202</p>
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Appendix B

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

West Bend Otsego Fire District
 Western Ada Recreation District
 Western Blaine County Recreation District
 Wilder Irrigation District
 Wilder Public Library District
 Wilder Rural Fire Protection District
 Wilderness Ranch Fire Protection District
 Winona Highway District
 Worley Fire District
 Worley Highway District

State

Idaho Department of Administration
 Idaho Department of Health and Welfare
 State Of Idaho

Tribal

Coeur d'Alene Tribe
 Kootenai Tribe of Idaho
 Nez Perce Tribal Enterprises
 Nez Perce Tribe
 Shoshone-Banwick Tribes

Michigan

Chickasaw People's Utility District
 Chickasaw Rural Fire Protection District
 Clatsop Care Center Health District
 Clatsop County Housing Authority
 Clatsop Rural Fire Protection District
 Clatsop Rural Fire Protection District
 Colman Fire District
 Colton Water District
 Columbia Corridor Drainage Districts Joint Contracting Authority
 Columbia Health District
 Columbia Improvement District
 Columbia River People's Utility District
 Columbia Soil and Water Conservation District
 Coast County Airport District
 Coast County Library Service District
 Coquille Indian Healing Authority
 Coquille Valley Hospital District
 Corbett Water District
 Cove Rural Fire Protection District
 Crooked River Ranch Rural Fire Protection District
 Crooked River Ranch Special Real District
 Curry Health District
 Curry Public Library District
 Dallas Cemetery District No. 4
 Ocean Mound Water District
 Ode Rural Fire Protection District
 Deschutes County 911 Service District
 Deschutes County Rural Fire District No. 1
 Deschutes Valley Water District
 Denton Lake Water Improvement District
 Denton Rural Fire Protection District
 Douglas County Housing Authority
 Douglas Soil and Water Conservation District
 Douglas Crossing Rural Fire Protection District
 Dulac Recreation District
 Eagle Valley Soil and Water Conservation District
 East Fork Irrigation District
 East Malheur Soil and Water Conservation District
 East Umatilla County Health District
 East Valley Water District
 Echo Rural Fire District
 Elsie-Vinemagle Rural Fire Protection District No. 11
 Emerald People's Utility District
 Estacada Rural Fire District No. 49
 Fairview Water District
 Falcon Cove Beach Water District
 Farmers Irrigation District
 Gardiner Sanitary District
 Gaston Rural Fire District
 Gates Rural Fire Protection District
 Gearhart Rural Fire Protection District
 Glendale Rural Fire Protection District
 Glendon Sanitary District
 Graham Fire District
 Government Camp Sanitary District
 Grand Ronde Sanitary District
 Grant County Transportation District
 Grant Soil and Water Conservation District
 Grants Pass Irrigation District
 Green Sanitary District
 Hallock Road Special District
 Hallock Shedd Rural Fire Protection District
 Hamlet Rural Fire Protection District
 Harbor Sanitary District
 Harbor Water Public Utility District
 Hamney District Hospital
 Hamney Soil and Water Conservation District
 Harman Rural Fire Protection District
 Harrell's Rural Fire Protection District
 Halo Joint Water and Sewer Authority
 Helecta Water District
 Hemlock Cemetery District
 Hemlock Fire and Emergency Services District
 Hemlock Irrigation District
 Hood River County Library District
 Hood River County Transportation District
 Hood River Valley Parks and Recreation District
 Hood River Fire District No. 74
 Hubbard Rural Fire Protection District
 Ice Fountain Water District
 Illinois Valley Rural Fire Protection District
 Ione Rural Fire Protection District
 Irigon Community Park and Recreation Maintenance District
 Jackson County Airport Authority
 Jackson County Fire District No. 3
 Jackson County Fire District No. 5
 Jackson County Housing Authority
 Jackson County Library District
 Jackson County Vector Control District
 Jackson Soil and Water Conservation District
 Jefferson Rural Fire Protection District
 John Day/Canyon City Parks and Recreation District

North Carolina

South Carolina Department of Revenue
 South Carolina General Services Division
 South Carolina Office of Regulatory Staff
 South Carolina State Budget and Control Board
 South Carolina State Treasurer's Office
 State Of South Carolina
 Townships of Grand Newbury
 Tribal
 Catawba Indian Nation

Utah

Washington

Olympic School District No. 410
 Oring School District No. 344
 Othello School District
 Parkland School District No. 102
 Palouse School District No. 303
 Patco School District No. 1
 Palouse School District
 Palouse School District No. 50
 Pe-E School District No. 301
 Peninsula School District
 Pioneer School District No. 100
 Pomeroy School District No. 113
 Port Angeles School District No. 111
 Port Townsend School District No. 20
 Prescott School District No. 402-37
 Prude Free Schools
 Pruse School District No. 116
 Puget Sound Educational Service District
 Pullman School District No. 147
 Puyallup School District No. 9
 Quakwam School District No. 20
 Quilletee School District No. 44
 Quilley Valley School District No. 402
 Quincy School District No. 144
 Rainier School District No. 507
 Raymond School District No. 116
 Reardan-Rural School District
 Renton School District No. 409
 Republic School District
 Richland School District No. 400
 Ridgefield School District No. 111
 Riverville School District
 Riverdale School District
 River View School District No. 407
 Rochester School District
 Rosalia School District No. 320
 Royal School District
 San Juan Island School District No. 149
 Sargent School District No. 104
 Seattle Public Schools
 Sedro-Woolley School District No. 103
 Selah School District No. 119
 Selkirk School District No. 10
 Sequim School District No. 313
 Shaw Island School District No. 10
 Shelton School District No. 329
 Shoreline School District No. 412
 Skykomish School District
 Spokane School District No. 201
 Spokane Valley School District No. 410
 Spaw Lake School District No. 155
 South Bend School District No. 118
 South Kitsap School District No. 407
 South Willapa School District No. 206
 Southside School District
 Spokane Public Schools
 Sprague School District
 St. John School District No. 322
 Stanwood-Cannon School District No. 401
 Steilacoom Historical School District No. 1
 Steptoe School District No. 304
 Stevenson-Cannon School District No. 303
 Suna School District No. 311
 Summit Valley School District 102
 Summer School District No. 320
 Sunnyside School District No. 202
 Tacoma School District No. 10
 Taholah School District No. 77
 Takoma School District No. 429
 Tahoma School District No. 285
 Tenino School District No. 307
 Thore School District No. 400
 Toledo School District No. 237
 Tonawet School District
 Toppenish School District No. 202
 Touchet School District No. 300
 Touhy Lake School District No. 180
 Trout Lake School District No. 4-00
 Tulkahoma School District No. 406
 Tumwater School District No. 13
 Union Gap School District No. 2
 University Place School District No. 83
 Valley School District
 Valley School District No. 70
 Vancouver School District No. 37
 Vancouver School District No. 403
 Wahnukum School District No. 300
 Waiilatpu School District No. 77
 Walla Walla School District
 Walla Walla School District No. 140
 Wapato School District No. 207
 Wason School District No. 140-141
 Washington Schools Risk Management Pool
 Washington State Educational Service District

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Junction City Rural Fire Protection District
 Juniper Hill Rural Fire Protection District
 Kazing Soil and Water Conservation District
 Kiefer Rural Fire Protection District
 Koon Fire Protection District
 Kvernilla-Claeden 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
 Lake Grove Water District
 Lakehead Fire District No. 4
 Lane County Fire District No. 1
 Lane Library District
 Lane Transit District
 Langlet Water District
 Lahine Special Sewer District
 Lebanon Aquatic District
 Lebanon Fire District
 Lewis and Clark Rural Fire Protection District
 Liberty Drainage District
 Lincoln Housing Authority
 Lookingglass Rural Fire District
 Lorne Rural Fire Protection District
 Lowell Rural Fire Protection District
 Lower Umpqua Hospital District
 Lusted Water District
 Madras Aquatic Center District
 Malheur County Housing Authority
 Malin 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
 Minon
 McKinnon Water & Light
 Mid-County Cemetery Maintenance District
 Middle Fork Irrigation District
 Miles Creative Sanitary Sewer District
 Mill City Rural Fire Protection District
 Milton-Freewater Water Control District
 Miss Spindler Rural Fire Protection District
 Mohawk Valley Rural Fire District
 Modjoko River Improvement District
 Mohala Rural Fire Protection District No. 73
 Mosier Rural Fire Protection District
 Morrow County Health District
 Mountain View Hospital District
 Mt. Angel Fire District
 Multnomah County Drainage District No. 1
 Multnomah County Rural Fire Protection District No. 10
 Multnomah County Rural Fire Protection District No. 14
 Naska Beach-Ogden Water District
 Naskawin Regional Sanitary Authority
 Newkorn Regional Water District
 Newport Rural Fire Protection District
 Netarts-Oceanide Sanitary District
 Netarts-Oceanide Rural Fire Protection District
 North Bay Rural Protection Fire District
 North Bend City/Coos-Curry Housing Authority
 North Central Public Health District
 North Clatsop Parks and Recreation District
 North County Recreation District
 North Clatsop Cemetery District
 North Clatsop 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
 Northwest Oregon Housing Authority
 Northwest Oregon County Park and Recreation District
 Northern Wasco County People's Utility District
 Northwest Oregon Housing Authority
 Nyssa Road Assessment District No. 1
 Nyssa Rural Fire Protection District
 Oak Hill Sanitary District
 Oak Lodge Sanitary District
 Oak Lodge Water District
 Oasaside Water District
 Ochoona West Sanitary District
 Odell Sanitary District
 Oeston Library District
 Oregon Fire Districts Association
 Oregon Infrastructure Finance Authority
 Oregon Trail Library District
 Oregon Water Wonderland Unit B Sanitary District
 Owyhee Irrigation District

Wahemogil School District
 Washburn School District
 Waterville School District No. 209
 Wapinitz School District
 Wenatchee School District No. 216
 West Valley School District No. 208, YALMA County
 West Valley School District No. 183, Spokane County
 White Pass School District No. 303
 White River School District No. 416
 White Salmon Valley School District No. 405-17
 Wilbur School District No. 200
 Willapa Valley School District No. 160
 Wilson Creek School District
 Winlock School District No. 225
 Winlock Valley School District No. 117
 Woodland School District No. 404
 Yalma School District No. 7
 Yelm Community School District No. 2
 Yllah School District No. 205

Special District

Alone Water District No. 18
 Adams County Fire Protection District No. 1
 Adams County Mosquito Control District
 Anacostis Lake Irrigation District
 Alderwood Water and Wastewater District
 Alpine Water District
 Anacostis 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
 Bunkeridge Island Metropolitan Park and Recreation District
 Basin City Water/Sewer District
 Bristow Beach Water District
 Reavon Hill Water and Sewer District
 Beehive Irrigation District
 Bellvue Water District No. 1
 Bellevue Convention Center Authority
 Bellingham Housing Authority
 Bellingham Public Development Authority
 Benton County Odging District No. 1
 Benton County Fire Protection District No. 1
 Benton County Fire Protection District No. 2
 Benton County Fire Protection District No. 4
 Benton County Fire Protection District No. 5
 Benton County Fire Protection District No. 6
 Benton County Mosquito Control District
 Benton County Public Utility District No. 1
 Benton Irrigation District
 Benton-Franklin Health District
 Birch Bay Water and Sewer District
 Birch Bay Water and Sewer District
 Black Diamond Water District
 Bremerton Housing Authority
 Buckhannon-Upland County Airport Authority
 Burbank Irrigation District No. 4
 Carnation Irrigation District No. 7
 Cascade Conservation District
 Cedar River Water and Sewer District
 Central Willapa 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-DeWitt Health District
 Chinook Water District
 Chockoma Community Forest Park District
 Clallam Conservation District
 Clallam County Fire District No. 1
 Clallam County Fire District No. 2
 Clallam County Fire District No. 3
 Clallam County Fire 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
 Clark County Fire District No. 10
 Clark County Fire District No. 11
 Clark County Fire District No. 13

Hawai

Idaho

Oregon

South Carolina

Utah

Washington

Pacific City Public Water Sanitary Authority
 Pacific Communities Health District
 Palakoa Hill Water District
 Peninsula Drainage District No. 1
 Peninsula Drainage District No. 2
 Pike 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, Salt and Water Conservation District
 Portland Metropolitan Area Water District
 Public Procurement Authority
 Rainbow Water District
 Palgh Water District
 Richmond Area Park and Recreation District
 Middle River Fire District
 River Forest Area Special Road District
 River Road Park and Recreation District
 Rivergrove Water District
 Roanoke Sanitary District
 Roberts Creek Water District
 Rockwood Water People's Utility District
 Rogue River Cemetery Maintenance District
 Rogue Valley Transportation District
 Rogue Valley Transportation District
 Salem Area Mass Transit District
 Salem Housing Authority
 Salem Labor Transit District
 Santa Clara Rural Fire Protection District
 Sardinia Water Control District
 Scappoose Rural Fire District
 Selo Rural Fire District
 Seaside Rural Fire District
 Seal Rock Fire District
 Seal Rock Water District
 Shagbark Water District
 Shasta View Irrigation District
 Shasta View Irrigation District
 Shasta View Irrigation District
 Shasta View Irrigation District
 Sisters Camp Sherman Rural Fire Protection District
 Shulow Public Library District
 South Clackamas Transportation District
 South Suburban Sanitary District
 Southern Curry Cemetery Maintenance District
 Southwest Lincoln County Water District
 Spring River Special Road District
 Springfield Utility District
 Sunnyside Fire District No. 7402
 Stroyton Fire District
 Suburban East Salem Water District
 Sunnyside Water Authority
 Sunset Empire Transportation District
 Swifley Irrigation District
 Sweet Home Fire and Ambulance District
 Talent Irrigation District
 Terrobonne Domestic Water District
 Three Sisters Irrigation District
 Tillamook County Transportation District
 Tillamook People's Utility District
 Tiller Rural Fire District
 Toledo Rural Fire Protection District
 Tri-City Rural Fire District No. 4
 Tri-City Water District
 Tri-City Service District
 Tri-County Metropolitan Transportation District
 Tuolumne Hills Park and Recreation District
 Tuolumne Hills Park and Recreation District
 Tuolumne Valley Irrigation District
 Tuolumne Valley Water District
 Turmalo Irrigation District
 Twin Rocks Sanitary District
 Umatilla County Housing Authority
 Umatilla Hospital District
 Umatilla Land Redevelopment Authority
 Umatilla Marrow Radon and Data District
 Umatilla Reclamation Housing Authority
 Umatilla Rural Fire Protection District
 Union Cemetery District
 Vale Oregon Irrigation District
 Valley View Water District
 Vandewent Areas Special Road District
 Vanderwall Mountain Water and Improvement District
 Wapinitia River Irrigation District
 Willapa County Health Care District
 Wiamiat 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 Wonderland Improvement District
 Weedburn Sanitary District

Clark County Fire District No. 3
 Clark County Fire Protection District No. 3
 Clark County Fire Protection District No. 6
 Clark County Public Utility District No. 1
 Clark Regional Watermaster District
 Clime 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
 Conington Water District
 Cowiche Sewer District
 Cowlitz County Cemetery District No. 2
 Cowlitz County Fire District No. 6
 Cowlitz County Public Utility District No. 1
 Cowlitz Transit Authority
 Cross Valley Water District
 Dalhart 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-Chanogan County Fire District No. 15
 East Columbia Basin Irrigation District
 East City Harbor Water District
 East Lewis County Public Development Authority
 East Paris Fire and Rescue District No. 22
 East Seaside Water District No. 1
 East Wenatchee Water District
 East Wenatchee Fire and Rescue District No. 22
 East Wenatchee Water District
 Eastland Sewer and Water District
 Edmonds Public Facilities District
 Ellensburg Business Development Authority
 Enterprise Cemetery District No. 7
 Entiat Irrigation District
 Everett Leaching Authority
 Everett Public Facilities District
 Evergreen Water Sewer District No. 19
 Fall City Water District
 Ferry County Public Utility District No. 13
 Fishermen Bay Sewer District
 Foster Creek Conservation District
 Four Lakes Water District No. 10
 Franklin Conservation District
 Franklin County Cemetery District No. 2
 Franklin County Fire District No. 1
 Franklin County Fire Protection District No. 3
 Franklin County Irrigation District No. 1
 Franklin County Public Utility District No. 1
 Fredland Water and Sewer District
 Ft. Warden Public Development Authority
 Gardena Farms Irrigation District No. 13
 Goble 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 Hospital Control District No. 3
 Grant County Mosquito District No. 2
 Grant County Port District No. 4
 Grant County Port District No. 6
 Grant County Port District No. 7
 Grant County Public Hospital District No. 1
 Grant County Public Hospital District No. 2
 Grant County Public Hospital District No. 3
 Grant County Public Hospital District No. 4
 Grant County Public Utility District No. 2
 Grant Transit Authority
 Grays Harbor Conservation District
 Grays Harbor County Fire Protection District No. 1
 Grays Harbor County Fire Protection District No. 12
 Grays Harbor County Fire Protection District No. 14
 Grays Harbor County Fire Protection District No. 2
 Grays Harbor County Fire Protection District No. 7
 Grays Harbor County Housing Authority
 Grays Harbor County Water District No. 1
 Grays Harbor County Water District No. 1
 Grays Harbor County Water District No. 2
 Grays Harbor County Water District No. 1
 Grays Harbor County Water District No. 1
 Grays Harbor County Water District No. 10
 Grays Harbor Historical Seaport Authority
 Grays Harbor Public Utility District No. 3

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

West Slope Water District
 West Valley Housing Authority
 Western Law Ambulance District
 Westport Waiana Rural Fire Protection District
 Western Hills Road District
 Ward Memorial Park District
 Wakeup Water District
 Williamson Park and Recreation District
 Williams Rural Fire Protection District
 Willow Creek Park District
 Winchester Sanitary District
 Winston-Dillard Fire District
 Winston-O'Hair Water District
 Woodburn Rural Fire Protection District
 Yamhill County Housing Authority
 Yamhill Fire Protection District
 Youngs River Lewis and Clark Water District

State

Oregon Department of Administrative Services
 Oregon Department of Revenue
 Oregon Health 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 Wenatchee Irrigation District
 Greater Wenatchee Regional Events Center Public Facilities District
 Green Tank Irrigation District No. 11
 Hartline Poles Water-Sewer District
 Highland Water District
 Highlands Sewer District
 Highline Water District
 Historic Seattle Preservation and Development Authority
 Holmes Harbor Sewer District
 Humes Water District
 Hydro Irrigation District No. 9
 Idle Irrigation District
 Isabella 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
 Juniper Beach Water District
 Knappton Water District
 Koda Housing Authority
 Kennewick Housing Authority
 Kennewick Irrigation District
 Kennewick Public Facilities District
 Kennewick Public Hospital District
 Kent Fire Department Regional Fire Authority
 Key Peninsula Metro Park District
 King County Airport District No. 1
 King County Ferry District
 King County Fire Protection District No. 16
 King County Fire Protection District No. 2
 King County Fire Protection District No. 20
 King County Fire Protection District No. 25
 King County Fire Protection District No. 27
 King County Fire Protection District No. 28
 King County Fire Protection District No. 34
 King County Fire Protection District No. 37
 King County Fire Protection District No. 40
 King County Fire Protection District No. 43
 King County Fire Protection District No. 44
 King County Fire Protection District No. 45
 King County Fire Protection District No. 47
 King County Fire Protection District No. 50
 King County Flood Control District
 King County Hospital District No. 4
 King County Housing Authority
 King County Public Hospital District No. 1
 King County Public Hospital District No. 2
 King County Water District No. 1
 King County Water District No. 111
 King County Water District No. 117
 King County Water District No. 119
 King County Water District No. 125
 King County Water District No. 18
 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. 2
 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
 Kittitas County Fire District No. 14
 Kittitas County Fire District No. 15
 Kittitas County Fire District No. 1
 Kittitas County Fire Protection District No. 6
 Kittitas County Fire Protection District No. 5
 Kittitas County Port District No. 1
 Kittitas County Public Hospital District No. 1
 Kittitas County Public Hospital District No. 2
 Kittitas County Public Utility District No. 1
 Lacey Fire District 3
 Lake Champlain Recreation District
 Lake Champlain Sewer District
 Lake Forest Park Water District

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Lake Stevens Sewer District
- Lake Washington Water District
- Lake Washington Water and Sewer District
- Lakewood Utility District
- Lakewood Water District
- Lanora 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 Utilities District
- Lewis County Public Utility District No. 3
- Lewis County Water District No. 1
- Lewis County Water District No. 3
- Lewis Public Transportation Benefit Area Authority
- Liberty Lake Sewer and Water District
- Lincoln County Fire District No. 1
- Lincoln County Fire District No. 4
- Lincoln County Fire Protection District No. 5
- Lincoln County Fire Protection District No. 6
- Lincoln County Fire Protection District No. 8
- Lincoln County Hospital District No. 2
- Lincoln-Adams County Fire Protection District No. 3
- Longview Housing Authority
- Lower Blaine Library District
- Lower Blaine Housing Authority
- Lower Squahamuck Irrigation District
- Lummi Housing Authority
- Lummi Tribal Sewer and Water District
- Malak Housing Authority
- Malaga Water District
- Manchester Water District
- Manson Park and Recreation District
- Marysville 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 Hospital District No. 1
- Mason County Public Utility District No. 1
- Mason County Public Utility District No. 3
- Mason County Transit Authority
- Mathew Irrigation District
- Mid-Columbia Library District
- Milwauy Sewer District
- Mission Irrigation District No. 25
- Misses Lake Irrigation and Rehabilitation District
- Mukwonago Water and Wastewater District
- Muskegon Irrigation District
- North Beach Water District
- North Central Washington Economic Development District
- North City Water District
- North County Regional Fire Authority
- North Highline Fire District
- North Perry Avenue Water District
- North Vindex Park and Recreation District
- Northwest Sammamish Sewer and Water District
- Northwest Library 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. 18
- Okanogan Irrigation District
- Olympic View Water and Sewer District
- Olympia Terrace Sewer District
- Opan Island Library District
- Orford Avenue Irrigation District No. 6
- Oreville Housing Authority
- Oreville-Tenaset Irrigation District
- Othello 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

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

- Pacific County Public HealthCare Services District No. 3
- Pacific County Public Library District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Palouse/Franklin County Housing Authority
- Pend Oreille County Fire District No. 2
- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Library District No. 1
- Peninsula Housing Authority
- Peninsula Metropolitan Park District
- Pheasant Irrigation District
- Pechastin 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
- Point Roberts Water District No. 4
- Pondreys Shore Water and Sewer District
- Port Ludlow Drainage District
- Prescott John Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No. 1
- Puyallup Tribal Health Authority
- Quillete Housing Authority
- Quilcouth Housing Authority
- Ranney-Columbia Basin Irrigation District
- Renton Housing Authority
- Richard Housing Authority
- Richmond Public Facilities District
- Ronald Wastewater District
- Roma Irrigation District
- Sachan Lake Sewer and Water District
- Sevensmith Potomac Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Scatchet Head Water District
- Seattle Chinatown International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle Southside Regional Tourism Authority
- Sebah-Moose Irrigation District
- St. Vrain Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water And Sewer District
- Silverdale Water District
- Skagit Conservation District
- Skagit County Cemetery District No. 2
- Skagit County Fire District No. 10
- Skagit County Fire District No. 11
- Skagit County Fire District No. 15
- Skagit County Fire District No. 9
- Skagit County Fire Protection District No. 13
- Skagit County Fire Protection District No. 14
- Skagit County Fire Protection District No. 2
- Skagit County Fire Protection District No. 3
- Skagit County Fire Protection District No. 4
- Skagit County Fire Protection District No. 5
- Skagit County Fire Protection District No. 8
- Skagit County Housing Authority
- Skagit County Public Hospital District No. 1
- Skagit County Public Hospital District No. 2
- Skagit County Public Hospital District No. 104
- Skagit County Public Utility District No. 1
- Skagit County Sewer District No. 1
- Skagit County Sewer District No. 2
- Skagit Valley Public Hospital District No. 1
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Public Hospital District No. 1
- Skamania County Public Utility District No. 1
- Skamokawa Water and Sewer District
- Skyway 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
- Spokane Valley Hospital District
- South Columbia Basin Irrigation District
- South Correctional Facility Public Development Authority
- South Huxley Irrigation District
- South Whittier Fire Authority
- South Whittier Fire Authority
- South Whittier Parks and Recreation District
- South Yakima Conservation District
- Southeast Suburban Sewer District
- Spokane Conservation District
- Spokane County Fire District No. 12
- Spokane County Fire District No. 2
- Spokane County Fire District No. 4
- Spokane County Fire Protection District No. 10
- Spokane County Fire Protection District No. 11
- Spokane County Fire Protection District No. 13
- Spokane County Fire Protection District No. 3
- Spokane County Fire Protection District No. 5
- Spokane County Fire Protection District No. 8
- Spokane County Fire Protection District No. 9
- Spokane County Library District
- Spokane County Water District No. 3
- Spokane Housing Authority
- Spokane Indian Housing Authority
- Spokane Public Facilities District
- Spokane Regional Health District
- Spokane Transit Authority
- Startup Water District
- Stratford Sewer District No. 1
- Stevens County Fire District No. 3
- 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 Pass Sewer District
- San Huber Water District No. 3
- Sunnyside Housing Authority
- Sunnyside Valley Irrigation District
- Sunnyslope Water District
- Swinerton Housing Authority
- Tacoma Community Redevelopment Authority
- Tacoma Housing Authority
- Tacoma Metropolitan Park District
- Terrace Heights Sewer District
- Ther's Falls Waterway Development Authority
- Three Rivers Regional Water and Sewer 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
- Tid-Elk Valley Economic Development District
- Tulwita's Metropolitan Park District
- Underwood Conservation District
- Union Gap Irrigation District
- Val Vue 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. 8
- 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

Hawai

Idaho

Oregon

South Carolina

Utah

Washington

- Water District 19
 - Wells Beach Irrigation District
 - Wenatchee Reclamation District
 - Wenatchee-Chinawa Irrigation District
 - West Sound Health 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
 - Whitney 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
 - Willapa Valley Water District
 - Willam Shore Memorial Pool District
 - Williams Lake Sewer District No. 2
 - Wine Science Center Development Authority
 - Wollochet Harbor Sewer District
 - Woodrville Water District
 - Yakima County Fire District No. 1
 - Yakima County Fire District No. 3
 - Yakima County Fire District No. 4
 - Yakima County Fire District No. 5
 - Yakima County Fire District No. 6
 - Yakima County Fire Protection District No. 12
 - Yakima County Fire Protection District No. 14
 - Yakima County Mosquito Control District
 - Yakima Housing Authority
 - Yakima Regional Clean Air Authority
 - Yakima Rural County Library District
 - Yakima-Tilton Irrigation District
- State**
- North Seattle Community College
 - Seattle 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
 - Cowlitz Indian Tribe
 - Halk Indian Tribe
 - Jamestown S'Klallam Tribe
 - Kalispel Tribe of Indiana
 - Lower Elwha Indian Tribe
 - Lummi Indian Nation
 - Makah Tribe
 - Muckleshoot Indian Tribe
 - Nisqually Indian Tribe
 - Nooksack Indian Tribe
 - Port Gamble S'Klallam Tribe
 - Puyallup Tribe of Indians
 - Quinalt Indian Tribe
 - Quinalt Indian Nation
 - Samin Indian Nation
 - Skokholm Indian Tribe
 - Skokholm Indian Tribe
 - Snoqualmie Indian Tribe
 - Spokane Tribe
 - Squaxin Island Tribe
 - Tallapoosh Tribe of Indiana
 - Squamish Tribe
 - Swinomish Indian Tribal Community
 - Tribal Tribes
 - Upper Skagit Indian Tribe
 - Yakama Nation 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	Accomack Interregional Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, First County
City of Arlington	Arlington County Service Authority	Arlington County Public Schools	Arlington County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Albemarle County Public Schools	Albemarle County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alleghany Redevelopment and Housing Authority	Alleghany County Public Schools	Alleghany County	College of William and Mary	Virginia Department of Health	
City of Charlottesville	Appomattox River Water Authority	Amelia County Public Schools	Amelia County	Dalrymple, Lancaster Community College	Virginia Department of Health Professions	
City of Charlottesville	Bedford County Economic Development Authority	Amherst County Public Schools	Amherst County	Denver Community College	Virginia Department of Public Works	
City of Danville	Bedford Regional Water Authority	Augusta County Public Schools	Augusta County	Eastern Shore Community College		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Blaine County Public Schools	Blaine County	Eastern Virginia Medical School		
City of Fairfax	Blackburg-Christiansburg WPI Water Authority	Blindfold County Public Schools	Blindfold County	George Mason University		
City of Falls Church	Blackburg-Virginia Polytechnic Institute Station Authority	Botetourt County Public Schools	Botetourt County	Germania Community College		
City of Franklin	Blue Ridge Airport Authority	Brunswick County Public Schools	Brunswick County	J. Sargeant Reynolds Community College		
City of Frontenac	Blue Ridge Overroads Economic Development Authority	Buckingham County Public Schools	Buckingham County	James Madison University		
City of Galois	Blue Ridge Regional Jail Authority	Burke County Public Schools	Burke County	John Tyler Community College		
City of Hampton	Blue Ridge To Land Water Conservation District	Butler County Public Schools	Butler County	New River Community College		
City of Harrisonburg	Botetourt Redevelopment and Housing Authority	Carroll County Public Schools	Carroll County	Old Dominion University		
City of Hopewell	Brockton-Campbell County Airport Authority	Charlotte County Public Schools	Charlotte County	Patrick Henry Community College		
City of Lawrenceburg	Brunswick County Industrial Development Authority	Chatham County Public Schools	Chatham County	Patrick Henry Community College		
City of Lynchburg	Buckingham County Industrial Development Authority	Charlottesville City Schools	Charlottesville City	Paul D. Camp Community College		
City of Manassas	Buncombe County Utility and Sewer Authority	Chesapeake Public Schools	Chesapeake	Radford University		
City of Manassas Park	Campbell County Utility and Sewer Authority	Chesapeake Bay Bridge and Tunnel District	Chesapeake Bay Bridge and Tunnel District	Radford University		
City of Manassas Park	Carroll County Industrial Development Authority	Chesapeake Hospital Authority	Chesapeake Hospital Authority	Radford University		
City of Newport News	Carroll County Industrial Development Authority	Chesapeake Redevelopment and Housing Authority	Chesapeake Redevelopment and Housing Authority	Radford University		
City of Norfolk	Carroll County Industrial Development Authority	Chesapeake Regional Planning District Commission	Chesapeake Regional Planning District Commission	Radford University		
City of Norfolk	Carroll County Industrial Development Authority	Chesapeake Regional Planning District Commission	Chesapeake Regional Planning District Commission	Radford University		
City of Norfolk	Carroll County Industrial Development Authority	Chesapeake Regional Planning District Commission	Chesapeake Regional Planning District Commission	Radford University		
City of Norfolk	Carroll County Industrial Development Authority	Chesapeake Regional Planning District Commission	Chesapeake Regional Planning District Commission	Radford University		

**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 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: _____

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

City of Adair	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Chatham
City of Ashton Gardens	City of Cove	City of Greenville	City of Highland	City of City Blum
City of Bayton	City of Crewe	City of Greenwood	City of Hobbs	City of Clyde Hill
City of Beary	City of Culver	City of Greer	City of Holiday	City of Colfax
City of Beulah	City of Dallas	City of Hanahan	City of Honeyville	City of Cottage Place
City of Boreville	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
City of Downey	City of Daytonville	City of Irmoen	City of Hurricane	City of Cosmopolis
City of Driggs	City of DePue Bay	City of Lake of Palms	City of Hyde Park	City of Covington
City of Dubois	City of Detroit	City of Johnsonville	City of Irum	City of Damascus
City of Eagle	City of Donald	City of Lake City	City of Ives	City of Dayton
City of Eden	City of Duval	City of Lancaster	City of Kansas	City of Deer Park
City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Deer Lakes
City of Emmett	City of Duquesne City	City of Laurens	City of Kayville	City of DeForest
City of Fairfield	City of Durham	City of Liberty	City of Lava Linn	City of Durah
City of Fernan Lake Village	City of Eagle Point	City of Lenoir	City of Layton	City of East Wenatchee
City of Filer	City of Eden	City of Lexington	City of Lehi	City of Edgewood
City of Fish	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
City of Franklin	City of Estacada	City of Marionville	City of Lindon	City of Egan City
City of Franstad	City of Estacada	City of Matlin	City of Logan	City of Elersburg
City of Garden City	City of Eugene	City of Myrtle Beach	City of Merrill	City of Elma
City of Geneva	City of Gervais	City of New Blenheim	City of Mission	City of Estlin
City of Georgetown	City of Falls City	City of Newberry	City of Mountain	City of Enumclaw
City of Glendon Ferry	City of Florence	City of North Augusta	City of Moxon	City of Ephrata
City of Gooding	City of Forest Grove	City of North Charleston	City of Mulvane	City of Everett
City of Grace	City of Fossil	City of North Myrtle Beach	City of Newburg	City of Everson
City of Grand View	City of Gardnerville	City of Orangeburg	City of Nevada	City of Federal Way
City of Grapewick	City of Gaston	City of Odessa	City of Newville	City of Fernvale
City of Greenleaf	City of Gates	City of Rock Hill	City of Newburg	City of Fife
City of Hagerman	City of Gaston	City of Seneca	City of Moss	City of Fiveston
City of Haley	City of Gervais	City of Simpsonville	City of Moscow	City of Folsom
City of Hanson	City of Gladstone	City of Spartanburg	City of Monticello	City of George
City of Harrison	City of Gladwin	City of Sumner	City of Morehead	City of Gig Harbor
City of Hayden	City of Gold Beach	City of Tag Cay	City of Moroni	City of Gilman
City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldenale
City of Hayburn	City of Grant Pass	City of Union	City of Murray	City of Grand Coulee
City of Hebron	City of Grenoblen	City of Wallburg	City of Myron	City of Grandview
City of Homedale	City of Grimes	City of Wallburg	City of Naglee	City of Granger
City of Hope	City of Grimes	City of West Columbia	City of Naylor	City of Granite Falls
City of Horseshoe Bend	City of Haley	City of Westminster	City of North Logan	City of Hoquiam
City of Hutter	City of Happy Valley	City of Woodluff	City of North Ogden	City of Idaville
City of Idaho City	City of Harburg	City of York	City of North Salt Lake	City of Isanti
City of Idaho Falls	City of Harrisburg	Town of Altaville	City of Oakley	City of Kalama
City of Inham	City of Helix	City of Andriew	City of Ogden	City of Kalama
City of Johnston Park	City of Heppner	Town of Atlantic Beach	City of Orangeville	City of Kato
City of Jerome	City of Hermiton	Town of Aynndaw	City of Orem	City of Kenmore
City of Julietta	City of Hillsboro	Town of Aynndaw	City of Panguitch	City of Kennewick
City of Kanab	City of Hines	Town of Aynndaw	City of Park City	City of Kent
City of Kellogg	City of Hood River	Town of Batesburg-Leerwillie	City of Parowan	City of Kenton Falls
City of Kendrick	City of Hubbard	Town of Bethune	City of Payson	City of Kenton
City of Kenilworth	City of Huntington	Town of Blackburg	City of Perry	City of Kenton
City of Kimberley	City of Idaho	Town of Blackville	City of Plain City	City of Ketchikan
City of Kona	City of Imbler	Town of Blenheim	City of Pleasant Grove	City of Klutas
City of Kuna	City of Independence	Town of Bluffton	City of Princeton	City of Lake Center
City of LaPine	City of Irigoin	Town of Bluffwood	City of Provo	City of Lake Forest Park
City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
City of Laydonville	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
City of Mackay	City of Jefferson	Town of Brantcliffe Acres	City of Provo	City of Langley
City of Malad City	City of John Day	Town of Brunson	City of Rockfield	City of Leavenworth
City of Malheur	City of Johnson City	Town of Calt House Falls	City of Richmond	City of Liberty Lake
City of McColl	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
City of McAdams	City of Junction City	Town of Campbell	City of Riverside	City of Longview
City of Madras	City of Keller	Town of Central	City of Riverton	City of Longview
City of Manan	City of King City	Town of Chapin	City of Roseville	City of Lynnwood
City of Mardan	City of Klamath Falls	Town of Cherokee	City of Royal	City of Mabon
City of Madison	City of Lake Grande	Town of Chesterfield	City of Salem	City of Maple Valley
City of Malheur	City of La Pine	Town of Cho	City of Salt Lake City	City of Marysville
City of Moscow	City of Lafayette	Town of Chover	City of Santa Clara	City of Mattawa
City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McKinley
City of Murian	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
City of Mustang	City of Lebanon	Town of Cowpens	City of Seaside	City of Medona
City of Tampa	City of Lincoln City	Town of Denmark	City of Stratburg Springs	City of Merced Island
City of New Meadows	City of Lone Rock	Town of Don Mills	City of Smithfield City	City of Mesa
City of Newport	City of Lovell	Town of Duane	City of South Jordan	City of Merrill Creek
City of Hazelde	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
City of Lewiston	City of Madras	Town of Edgely	City of South Weber	City of Monticello
City of Oradino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Norton
City of Dalarn	City of Manzanita	Town of Elyria	City of Spring City	City of Mass Lake
City of Fossil	City of Marin	Town of Elgin	City of Springville	City of Monterey
City of Parma	City of Madrasville	Town of Elmore	City of St. George	City of Mountlake Terrace
City of Paul	City of Madras	Town of Ensign	City of Sonoma	City of Moses
City of Fayette	City of Madras	Town of Estacada	City of Sonoma	City of Mt. Vernon
City of Fierce	City of Malheur	Town of Fairfax	City of Spasson	City of Muckleshoot
City of Finbarr	City of Malheur	Town of Elk Hill	City of Taylorville	City of Napavine
City of Harney	City of Malheur	Town of Furman	City of Tangle	City of Newcastle
City of Pocatello	City of Malheur	Town of Gaston	City of Tappanville	City of Newport
City of Ponderay	City of Malheur	Town of Gilford	City of Termination	City of Nooksack
City of Peckville	City of Malheur	Town of Gilbert	City of Tropic	City of Newland Park
City of Pullaski	City of Malheur	Town of Gowen	City of Ukiah	City of North Bend
City of Preston	City of Malheur	Town of Gray Court	City of Vernal	City of North Bonneville
City of Price River	City of Malheur	Town of Great Falls	City of Washington	City of Oak Harbor
City of Rathdrum	City of Malheur	Town of Greeleyville	City of Washington Terrace	City of Oakville
City of Reuben	City of Malheur	Town of Hampton	City of Wellington	City of Ocean Shore

Issue 1

Idaho	Oregon	South Carolina	Utah	Washington
Bruner Water and Sewer District	Galion School District No. 113	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Groveland School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Glabeaux School District	Lawrence County School District No. 56	Central Weber Sewer Improvement District	Wasatch Valley College
Butley Highway District	Gladesville School District No. 77	Lee County School District	Charlton Water Conservancy District	Western Washington University
Calwell Heating Authority	Glenn School District	Levy County Schools	Coequon Improvement District	Whitman Community College
Canyon Highway District No. 4	Grant County Education Service District	Leitch County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
Chickadee Rural Fire District	Grant School District No. 3	Leitch County School District No. 2	David Community Housing Authority	
Cattedford Rural Fire District	Grant Pass School District No. 7	Leitch County School District No. 3	David County Housing Authority	Oberlin School District No. 5
Central Fire District	Grant Valley Public School District 81	Leitch County School District No. 4	Davis Salt Lake Aerial Spray Authority	Adna School District No. 215
Central Durbin Sewer District	Granville School District No. 66	Leitch County School District No. 5	Dixieone Water Improvement District	Almira School District No. 17
Central Shoshone County Water District	Hamney County School District No. 3	Leitch County School District No. 6	Dixieone Water Conservancy District	Aswacreek School District No. 103
Clark County District Library	Harney Education Service District	Leitch County School District No. 7	Emergy County Housing Authority	Arlington Public Schools
Clark Free Library District	Harper School District No. 65	Leitch County School District No. 8	Emergy County Hospital Building Authority	Austin Arizone School District
Clarkia Highway District	Harlan School District No. 7	Leitch County School District No. 9	Emergy County Water Conservancy District	Auburn School District No. 104
Cleaver Water Free Library District	Heba School District No. 14	Leitch County School District No. 10	Emergy County Special Service District No. 1	Bainbridge Unified School District No. 303
Cleaverwater Highway District	Hemlock School District	Leitch County School District No. 11	Emergy County Special Service District No. 2	Ballou School District No. 119
Cleaverwater Soil and Water Conservation District	Hermiston School District	Leitch County School District No. 12	Emergy County Special Service District No. 3	Bellevue Christian School District
Cleaverwater Water District	HIGH Desert Education Service District	Leitch County School District No. 13	Emergy County Special Service District No. 4	Bellevue School District No. 405
Comalade Fire Library District	Hillbrow School District No. 13	Leitch County School District No. 14	Emergy County Special Service District No. 5	Bellingham School District No. 401
Cottonwood Highway District	Hood River County School District	Leitch County School District No. 15	Emergy County Special Service District No. 6	Bengts School District No. 122
Cottonwood Highway District No. 161	Humington School District No. 161	Leitch County School District No. 16	Emergy County Special Service District No. 7	Bellevue School District No. 403
Custer Soil and Water Conservation District	Imbler School District No. 111	Leitch County School District No. 17	Emergy County Special Service District No. 8	Bilston School District
Dawson Fire District	InterMountain Education Service District	Leitch County School District No. 18	Emergy County Special Service District No. 9	Boistons School District No. 234
Dawson Highway District	Iona School District No. 2	Leitch County School District No. 19	Emergy County Special Service District No. 10	Bonneton School District
Deermead Highway District	Jackson County School District No. 9	Leitch County School District No. 20	Emergy County Special Service District No. 11	Brewster School District No. 111
Dewey Soil and Water Highway District	Jackson Education Service District	Leitch County School District No. 21	Emergy County Special Service District No. 12	Briggspoint School District No. 755
Dry Creek Cemetery Maintenance District	Jefferson School District	Leitch County School District No. 22	Emergy County Special Service District No. 13	Bronx School District No. 45
Duff Fire Protection District	Jefferson School District No. 8	Leitch County School District No. 23	Emergy County Special Service District No. 14	Burlingame School District No. 100
East Bonner County Free Library District	John Day School District No. 3	Leitch County School District No. 24	Emergy County Special Service District No. 15	Canonville School District No. 228
East Bonner County Library District	Jordan Valley School District No. 3	Leitch County School District No. 25	Emergy County Special Service District No. 16	Cape Flattery School District No. 401
East Chinesemere Irrigation District	Joseph School District No. 8	Leitch County School District No. 26	Emergy County Special Service District No. 17	Capital Region Educational Service District No. 113
Eastern Idaho Public Health District	Junction City School District No. 69	Leitch County School District No. 27	Emergy County Special Service District No. 18	Caribou-Edson School District No. 19
Eastern Idaho Regional Wastewater Authority	Kimama County School District	Leitch County School District No. 28	Emergy County Special Service District No. 19	Cascade
Elk River Fire District	Kimama City Schools	Leitch County School District No. 29	Emergy County Special Service District No. 20	Cascade
Elmore Soil and Water Conservation District	Knapps School District	Leitch County School District No. 30	Emergy County Special Service District No. 21	Cauna School District No. 224
Fern Highway District	La Grange School District No. 11	Leitch County School District No. 31	Emergy County Special Service District No. 22	Chase School District No. 212
Fernand Highway District	Latah County School District No. 7	Leitch County School District No. 32	Emergy County Special Service District No. 23	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Latah Ed Service District	Leitch County School District No. 33	Emergy County Special Service District No. 24	Central Kitsap School District No. 401
Fremont County District Library	Latah Valley School District No. 71	Leitch County School District No. 34	Emergy County Special Service District No. 25	Central Valley School District No. 195
Friedman Memorial Airport Authority	Latah Valley School District No. 72	Leitch County School District No. 35	Emergy County Special Service District No. 26	Central Valley School District No. 401
Garden Valley District Library	Latah Valley School District No. 73	Leitch County School District No. 36	Emergy County Special Service District No. 27	Chesham School District No. 401
Garden Valley Fire Protection District	Latah Valley School District No. 74	Leitch County School District No. 37	Emergy County Special Service District No. 28	Chewelah School District No. 305
Garden Valley Recreation District	Latah Valley School District No. 75	Leitch County School District No. 38	Emergy County Special Service District No. 29	Chewelah School District No. 401
Gateway Fire Protection District	Latah Valley School District No. 76	Leitch County School District No. 39	Emergy County Special Service District No. 30	Chewelah School District No. 402
Gem County Fire Protection District	Latah Valley School District No. 77	Leitch County School District No. 40	Emergy County Special Service District No. 31	Chewelah School District No. 403
Gen County Mosquito Abatement District	Latah Valley School District No. 78	Leitch County School District No. 41	Emergy County Special Service District No. 32	Chewelah School District No. 404
Glenns Ferry Highway District	Latah Valley School District No. 79	Leitch County School District No. 42	Emergy County Special Service District No. 33	Chewelah School District No. 405
Glenview Highway District No. 3	Latah Valley School District No. 80	Leitch County School District No. 43	Emergy County Special Service District No. 34	Chewelah School District No. 406
Gooding County Memorial Hospital District	Latah Valley School District No. 81	Leitch County School District No. 44	Emergy County Special Service District No. 35	Chewelah School District No. 407
Gracie District Library	Latah Valley School District No. 82	Leitch County School District No. 45	Emergy County Special Service District No. 36	Chewelah School District No. 408
Grangeville Highway District	Latah Valley School District No. 83	Leitch County School District No. 46	Emergy County Special Service District No. 37	Chewelah School District No. 409
Granite Reservoir Water and Sewer District	Latah Valley School District No. 84	Leitch County School District No. 47	Emergy County Special Service District No. 38	Chewelah School District No. 410
Grater Bula Auditorium District	Latah Valley School District No. 85	Leitch County School District No. 48	Emergy County Special Service District No. 39	Chewelah School District No. 411
Grater Middle Park and Recreation District	Latah Valley School District No. 86	Leitch County School District No. 49	Emergy County Special Service District No. 40	Chewelah School District No. 412
Grater Swan Valley Fire Protection District No. 2	Latah Valley School District No. 87	Leitch County School District No. 50	Emergy County Special Service District No. 41	Chewelah School District No. 413
Greenland Water and Sewer District	Latah Valley School District No. 88	Leitch County School District No. 51	Emergy County Special Service District No. 42	Chewelah School District No. 414
Hale Year Estates Water and Sewer District	Latah Valley School District No. 89	Leitch County School District No. 52	Emergy County Special Service District No. 43	Chewelah School District No. 415
Hayden Lake Irrigation District	Latah Valley School District No. 90	Leitch County School District No. 53	Emergy County Special Service District No. 44	Chewelah School District No. 416
Hayden Lake Recreational Water and Sewer District	Latah Valley School District No. 91	Leitch County School District No. 54	Emergy County Special Service District No. 45	Chewelah School District No. 417
Hicksville Highway District	Latah Valley School District No. 92	Leitch County School District No. 55	Emergy County Special Service District No. 46	Chewelah School District No. 418
Homedale Highway District	Latah Valley School District No. 93	Leitch County School District No. 56	Emergy County Special Service District No. 47	Chewelah School District No. 419
Hot Water Water and Sewer District	Latah Valley School District No. 94	Leitch County School District No. 57	Emergy County Special Service District No. 48	Chewelah School District No. 420
Horseshoe Bend Fire Protection District	Latah Valley School District No. 95	Leitch County School District No. 58	Emergy County Special Service District No. 49	Chewelah School District No. 421
Idaho Soil and Water Conservation District	Latah Valley School District No. 96	Leitch County School District No. 59	Emergy County Special Service District No. 50	Chewelah School District No. 422
Indian Valley Rural Fire District	Latah Valley School District No. 97	Leitch County School District No. 60	Emergy County Special Service District No. 51	Chewelah School District No. 423
Iona-Bonnieville Sewer District	Latah Valley School District No. 98	Leitch County School District No. 61	Emergy County Special Service District No. 52	Chewelah School District No. 424
Istland Park Fire District	Latah Valley School District No. 99	Leitch County School District No. 62	Emergy County Special Service District No. 53	Chewelah School District No. 425
Jerome Highway District	Latah Valley School District No. 100	Leitch County School District No. 63	Emergy County Special Service District No. 54	Chewelah School District No. 426
Jerome Recreation District	Latah Valley School District No. 101	Leitch County School District No. 64	Emergy County Special Service District No. 55	Chewelah School District No. 427
Jerome Rural Fire District No. 1	Latah Valley School District No. 102	Leitch County School District No. 65	Emergy County Special Service District No. 56	Chewelah School District No. 428
Joe Valley Fire Protection District	Latah Valley School District No. 103	Leitch County School District No. 66	Emergy County Special Service District No. 57	Chewelah School District No. 429
Kamiyah Highway District	Latah Valley School District No. 104	Leitch County School District No. 67	Emergy County Special Service District No. 58	Chewelah School District No. 430
Ketchikan Water District	Latah Valley School District No. 105	Leitch County School District No. 68	Emergy County Special Service District No. 59	Chewelah School District No. 431
Keston County Water District No. 1	Latah Valley School District No. 106	Leitch County School District No. 69	Emergy County Special Service District No. 60	Chewelah School District No. 432
Keston County Sewer District	Latah Valley School District No. 107	Leitch County School District No. 70	Emergy County Special Service District No. 61	Chewelah School District No. 433
Kosiomali-Shoshone Soil and Water Conservation District	Latah Valley School District No. 108	Leitch County School District No. 71	Emergy County Special Service District No. 62	Chewelah School District No. 434
Kuna Library District	Latah Valley School District No. 109	Leitch County School District No. 72	Emergy County Special Service District No. 63	Chewelah School District No. 435
Ladap Water District	Latah Valley School District No. 110	Leitch County School District No. 73	Emergy County Special Service District No. 64	Chewelah School District No. 436
Lake Valley District	Latah Valley School District No. 111	Leitch County School District No. 74	Emergy County Special Service District No. 65	Chewelah School District No. 437
Latah County Library District	Latah Valley School District No. 112	Leitch County School District No. 75	Emergy County Special Service District No. 66	Chewelah School District No. 438
Latah Soil and Water Conservation District	Latah Valley School District No. 113	Leitch County School District No. 76	Emergy County Special Service District No. 67	Chewelah School District No. 439
Leah Valley Library District	Latah Valley School District No. 114	Leitch County School District No. 77	Emergy County Special Service District No. 68	Chewelah School District No. 440
Lehigh Valley Fire Protection District	Latah Valley School District No. 115	Leitch County School District No. 78	Emergy County Special Service District No. 69	Chewelah School District No. 441
Lehigh Valley Water District	Latah Valley School District No. 116	Leitch County School District No. 79	Emergy County Special Service District No. 70	Chewelah School District No. 442
Lizard Butte Library District	Latah Valley School District No. 117	Leitch County School District No. 80	Emergy County Special Service District No. 71	Chewelah School District No. 443
Lizard River Highway District	Latah Valley School District No. 118	Leitch County School District No. 81	Emergy County Special Service District No. 72	Chewelah School District No. 444
MBT Water and Sewer District	Latah Valley School District No. 119	Leitch County School District No. 82	Emergy County Special Service District No. 73	Chewelah School District No. 445
Maday Free Library District	Latah Valley School District No. 120	Leitch County School District No. 83	Emergy County Special Service District No. 74	Chewelah School District No. 446
Malden Library District	Latah Valley School District No. 121	Leitch County School District No. 84	Emergy County Special Service District No. 75	Chewelah School District No. 447

Appendix B

Idaho	Oregon	South Carolina	Utah	Washington
Manning Rural Fire District	Rainier School District No. 13	Greenlee County Recreation District	Utah Highlands Water and Sewer Improvement District	Oremwood School District
McCall Fire Protection District	Redmond School District No. 33	Greenville County Redevelopment Authority	Utah Integrated Abatement District	Goldsblond School District
McCall Memorial Hospital District	Reedsport School District No. 105	Greenville Housing Authority	Utah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 5 Education Service District	Greenville Transit Authority	Utah Transportation Special Service District	Grandview School District No. 200
Meridian Heavy District	Reynolds School District No. 7	Greenwood Metropolitan District	Utah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Ridgely School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 132
Mica Wildland Fire Protection District	Riverdale School District No. 511	Hartsville Housing Authority	Utah County Housing Authority	Graysview School District No. 54
Mission Rural Fire District	Rogue River School District No. 35	Helen Wood Fin. & Public Service District	Utah Public Housing Authority	Gresham School District
Mt. Vista Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Mt. Vista County Fire Protection District	Salem Foster Public School District No. 241	Homestead Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 224
Mt. Vista County Highway District	Santiam Canyon School District No. 129	Jones Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Moreland Water and Sewer District	Sentinel Christian Schools	Kristine Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 309
Mount in Home Highway District	Seapooon School District No. 31	Lady Island Fin. & Home Fire District	Wasatch Integrated Waste Management District	Highline School District No. 404
Mount in Home Transportation Authority	Solo School District No. 59C	Lake City Housing Authority	Washington County Water Conservancy District	Hickman School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 450
Mount in Home Transportation Authority	Stamps School District No. 481	Lancaster Housing Authority	Water Basin Water Conservancy District	Hoquiam School District No. 281
Mount in Home Transportation Authority	Stamps School District No. 481	Lancaster Soil and Water Conservation District	Weber Fire District	Hubert School District No. 70
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Weber Mosquito Abatement District	Isaquah School District No. 411
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Wellsville-Menden Conservancy District	Kahola School District No. 56
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	White City Water Improvement District	Keller School District No. 402
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Woodruff Fire District	Kent School District No. 37
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	State	Kent School District No. 415
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	State Of Utah	Kettle Falls School District No. 111
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Utah Department of Administrative Services	Kiona-Kent City School District No. 52
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Utah State Legislature	Kittitas School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Utah State Treasurer	Klickitat School District No. 402
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Tribal	La Center School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Confederated Tribes of the Goshute Reservation	La Crosse School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Kootenai Band of the Pacific Indian Tribe of Utah	Lake Cham School District No. 129
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Koosene Band of the Paiute Indian Tribe	Lake Quinalt School District No. 87
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Northwestern Band of Shoshone Nation	Lakeview School District No. 4
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Palouse Indian Tribe of Utah	Lake Washington School District No. 414
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Stull Valley Band of Goshute Indians	Lanier School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority	Ute Indian Tribe	Liberty School District No. 361
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Lincoln School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Longview School District No. 122
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Loon Lake School District No. 183
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Lopez School District No. 144
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Louisville School District No. 593
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Louisville School District No. 120
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Marshall School District No. 207
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mason School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mayfield School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Marysville School District No. 25
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		McClain School District No. 65
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mead School District No. 354
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Medical Lake School District No. 226
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Merced School District No. 400
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Meridian School District No. 505
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Methow Valley School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Monte Vista School District No. 103
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Montezuma School District No. 66
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Morton School District No. 214
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Moses Lake School District No. 163
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mossyrock School District No. 206
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mt. Adams School District No. 159
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mt. Baker School District No. 507
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mt. Vernon School District No. 230
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mt. Vernon School District No. 6
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mt. Vernon School District No. 3
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Mt. Vernon School District No. 345
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Neah-Kahle School District No. 14
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Newport School District No. 56 415
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Nine Mile Falls School District No. 325/373
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		North Beach School District No. 506
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		North Fork School District No. 64
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		North Franklin School District No. 53
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		North Kitsap School District No. 400
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		North Mason School District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		North Thurston Public Schools
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Northport School District No. 211
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Northport School District No. 417
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oak Harbor School District No. 101
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oakdale School District No. 314
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oakdale School District No. 400
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oakdale School District No. 101
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oakdale School District No. 172
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oakdale School District No. 105
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oakdale School District No. 101
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oakdale School District No. 111
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Olympic Educational Service District
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Omak School District No. 19
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oonahka School District No. 300
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oregon School District No. 30
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oregon School District No. 137
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oregon School District No. 123
Mount in Home Transportation Authority	Stamps School District No. 481	Lantern Housing Authority		Oregon School District No. 65

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West Bend Creek Fire District	Ottawa People's Utility District	South Carolina Department of Revenue	Dryden School District No. 410
Western Ada Recreation District	Ottawa Rural Fire Protection District	South Carolina General Services Division	Orting School District No. 344
Western Blaine County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff	Oshelba School District
Wildier Irrigation District	Clatsop County Health Authority	South Carolina State Budget and Control Board	Palmdale School District No. 101
Wildier Public Library District	Chenoweth Rural Fire Protection District	South Carolina State Treasurer's Office	Palouse School District No. 201
Wildier Rural Fire Protection District	Caburg Rural Fire Protection District	State Of South Carolina	Paroo School District No. 1
Wilderness Ranch Fire Protection District	Colton Fire District	Township of Grand Meskrow	Palouse School District
Wilson Highway District	Colton Water District		Palouse School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority		Pat El School District No. 301
Worley Highway District	Columbia Health District		Peenahala School District
State	Columbia Improvement District		Pioneer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District		Porawney 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
	Cook County Library Service District		Princeton School District No. 402-37
Tribe	Cook County Housing Authority		Prize Prep Schools
Coeur d'Alene Tribe	Coquille Indian Housing Authority		Proctor School District No. 116
Footman Tribe of Idaho	Coquille Valley Hospital District		Pugnet Sound Educational Service District
Hux Parca Tribal Enterprises	Corbett Water District		Pulman School District No. 267
Hier Perce Tribe	Carroll Rural Fire Protection District		Puyallup School District No. 3
Shoshone-Banock Tribes	Cove Rural Fire Protection District		Quana-Crawmer School District No. 20
	Crooked River Ranch Rural Fire Protection District		Quincy School District No. 144
	Crooked River Ranch Special Road District		Rainier School District No. 307
	Curry Health District		Raymond School District No. 116
	Curry Public Library District		Reardan School District
	Dallas Cemetery District No. 4		Reardan School District No. 403
	Dean Mineral Water District		Republic School District
	Dee Rural Fire Protection District		Ripley School District No. 400
	Deschutes County #11 Service District		Ridgfield School District No. 322
	Deschutes County Rural Fire District No. 1		Ritzville School District
	Deschutes Valley Water District		Riverview School District
	Dezha Lake Water Improvement District		Riverside School District No. 407
	Dezha Rural Fire Protection District		Rochester School District
	Douglas County Housing Authority		Royal School District
	Douglas Soil and Water Conservation District		Saint John School District No. 149
	Douglas Crossing Rural Fire Protection District		Santa Public Schools
	Dufur Recreation District		Selkirk School District No. 101
	Eagle Valley Soil and Water Conservation District		Selkirk School District No. 119
	East Fork King River District		Selkirk School District No. 70
	East Mulmohr Soil and Water Conservation District		Seymour School District No. 323
	East Umatilla County Health District		Shaw Island School District No. 10
	East Valley Water District		Shelton School District No. 309
	Echo Rural Fire District		Shoreline School District No. 412
	Elai-Winamogah Rural Fire Protection District No. 11		Sj. Kenneth School District
	Emery People's Utility District		Snohomish School District No. 201
	Estacada Rural Fire District No. 89		Snoqualmie Valley School District No. 410
	Fairview Water District		Soap Lake School District No. 116
	Falcon Cove Beach Water District		South Bend School District No. 118
	Farmers Irrigation District		South Kitsap School District No. 401
	Gardner Sanitary District		South Whidbey School District No. 306
	Gaston Rural Fire District		Spokane Public Schools
	Gates Rural Fire Protection District		Spokane School District
	Geachart Rural Fire Protection District		St. John School District No. 322
	Gleneden Rural Fire Protection District		Stanwood-Cameron School District No. 401
	Gleneden Sanitary District		Stanton Historical School District No. 1
	Groden Fire District		Stephens School District No. 304
	Government Camp Sanitary District		Stevenson-Cannon School District No. 303
	Grand Ronde Sanitary District		Suba School District No. 311
	Grant County Transportation District		Summit Valley School District 102
	Grant Soil and Water Conservation District		Summit School District No. 310
	Grants Pass Irrigation District		Sunnyvale School District No. 101
	Green Sanitary District		Tacoma School District No. 10
	Hahn-Road Special District		Taholah School District No. 77
	Hatsay Sheed Rural Fire Protection District		Tahona School District No. 609
	Hayden Rural Fire Protection District		Tekoa School District No. 285
	Harbor Sanitary District		Tenino School District No. 403
	Harbor Water Public Utility District		Thorp School District No. 400
	Haney District Hospital		Tolmie School District No. 237
	Haney Soil and Water Conservation District		Townlet School District
	Harrison Rural Fire Protection District		Tappanah School District No. 102
	Hartford Rural Fire Protection District		Touhert School District No. 300
	Hobo Joint Water and Sewer Authority		Trout Lake School District No. 120
	Hereta Water District		Trout Lake School District No. R-400
	Hermiston Cemetery District		Tukwila School District No. 406
	Hermiston Fire and Emergency Services District		Tommyette School District No. 33
	Hermiston Irrigation District		Union Gap School District No. 2
	Hood River County Library District		University Place School District No. 83
	Hood River County Transportation District		Valley School District
	Hood River Valley Parks and Recreation District		Valley School District No. 70
	Hoodland Fire District No. 74		Vancouver School District No. 37
	Hubbard Rural Fire Protection District		Vashon Island School District No. 403
	Ice Fountain Water District		Wahkiakum School District No. 200
	Ilwaco Valley Rural Fire Protection District		Walla Walla School District
	Ione Rural Fire Protection District		Walla Walla School District No. 140
	Irigoien Community Park and Recreation Maintenance District		Wapato School District No. 207
	Jackson County Hospital Authority		Wardley School District No. 146-161
	Jackson County Fire District No. 3		Washington Schools Risk Management Pool
	Jackson County Fire District No. 5		Washington State Educational Service District
	Jackson County Housing Authority		
	Jackson County Library District		
	Jackson County Vector Control 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
 Juniper Flat Rural Fire Protection District
 Keating Soil and Water Conservation District
 Kiefer Rural Fire Protection District
 Kona Fire Protection District
 Kermelle-Oregonen 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
 Lake Grove Water District
 Lakeview Fire District No. 4
 Lane County Fire District No. 1
 Lane Library District
 Lane Transit District
 Langels Water District
 LaPine Special Sever District
 Lebanon Aquatic District
 Lebanon Fire District
 Lewis and Clark Rural Fire Protection District
 Liberty Drainage District
 Lion Station Housing Authority
 Lookingglass Rural Fire District
 Loran Rural Fire Protection District
 Lowndes Rural Fire Protection District
 Lower Umpqua Hospital District
 Lueder Water District
 Madras Aquatic Center District
 Malheur County Housing Authority
 Malheur Rural Fire Protection District
 Malheur Water District
 Marion County Fire District No. 1
 Marion Soil and Water Conservation District
 Marlette Irrigation District
 Merrill Rural Fire Protection District
 Metcalf
 Madrasville Water & Light
 Mid-County Cemetery Maintenance District
 Middle Fork Irrigation District
 Miles Crossing Sanitary Sewer District
 Mill City Rural Fire Protection District
 Milson-Freeswater Water Control District
 Mt. Barkerfield Rural Fire Protection District
 Mohawk Valley Rural Fire District
 Multa River Improvement District
 Multa 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
 Neeka Beach-Oregon Water District
 Nesqueam Regional Sanitary Authority
 Nesqueam Regional Sanitary Authority
 Newburg Regional Water District
 Newburg Rural Fire Protection District
 Netarts-Oregon-Rural Fire Protection District
 North Bay Rural Protection Fire District
 North Bend Day/Good-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 Powder 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
 Oasando Water District
 Ochoco West Sanitary District
 Odell Sanitary District
 Ontario Library District
 Oregon Fire Districts Association
 Oregon Infrastructure Finance Authority
 Oregon Trail Library District
 Oregon Water Wonderland/Linn Sanitary District
 Owyhee Irrigation District

Washington School District
 Washburn School District
 Waterville School District No. 209
 Weight School District
 Wenatchee School District No. 216
 West Valley School District No. 208, Yakima County
 West Valley School District No. 283, Spokane County
 White Pass School District No. 203
 White River School District No. 416
 White Salmon Valley School District No. 495-57
 Whitworth School District No. 200
 Willapa Valley School District No. 160
 Wilson Creek School District
 Winlock School District No. 232
 Winlock Valley School District No. 117
 Woodland School District No. 404
 Yalena School District No. 7
 Yelm Community School District No. 2
 Yonah School District No. 205
 Special District
 Acme Water District No. 18
 Adams County Fire Protection District No. 1
 Adams County Mosquito Control District
 Anexas Lake Irrigation District
 Alderwood Water and Wastewater District
 Alpine Water District
 Anacortes Housing Authority
 Annapolis Water District
 Astoria Cemetery District No. 1
 Astoria Conservation District
 Astoria Fire District No. 1
 Astoria Housing Authority
 Astoria Public Utility District No. 3
 Bridge Mountain Irrigation District
 Bainbridge Island Metropolitan Park and Recreation District
 Bain City Water/Sewer District
 Bayview Beach Water District
 Beacon Hill Water and Sewer District
 Beahm Irrigation District
 Bellefleur Water District No. 1
 Bellevue Cemetery Center Authority
 Bellevue Housing Authority
 Bellevue Public-Open-Element Authority
 Benton County Drainage District No. 1
 Benton County Fire Protection District No. 1
 Benton County Fire Protection District No. 2
 Benton County Fire Protection District No. 4
 Benton County Fire Protection District No. 5
 Benton County Fire Protection District No. 6
 Benton County Mosquito Control District
 Benton County Public Utility District No. 1
 Benton Irrigation District
 Benton-Freshlin Health District
 Beverly Water District
 Birch Bay Water and Sewer District
 Black Diamond Water District
 Bremerton Housing Authority
 Buckhannon-Uppur County Airport Authority
 Burbank Irrigation District No. 4
 Cascade Irrigation District No. 7
 Cascade Conservation District
 Cedar River Water and Sewer District
 Central Willits 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
 Chinoak Water District
 Chukaral 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. 4
 Clallam County Hospital District No. 1
 Clallam County Housing Authority
 Clallam County Park and Recreation District No. 1
 Clallam County Public Hospital District No. 2
 Clallam County Public Utility District No. 1
 Clark County District No. 10
 Clark County Fire District No. 11
 Clark County Fire District No. 33

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Pacific City Joint Water Sanitary Authority
 Pacific Communities Health District
 Palatine Hill Water District
 Palmdale Drainage District No. 1
 Palmdale 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
 Popl. Soil and Water Conservation District
 Portland Metropolitan Area Water District
 Public Procurement Authority
 Rainbow Water District
 Rainier Water District
 Redmond Area Park and Recreation District
 Ridge Rural Fire District
 River Forest Acres Special Road District
 River Road Park and Recreation District
 Rivergrove Water District
 Rosburg 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
 Siskiyou Road District
 Salem Area Mass Transit District
 Salem Housing Authority
 Salem Victor Transit District
 Santa Clara Rural Fire Protection District
 Sankam Water Control District
 Sappone Rural Fire District
 Seila Rural Fire District
 Seaside Rural Fire District
 Seal Rock Fire District
 Seal Rock Water District
 Shungikla Water District
 Shurtle View Irrigation District
 Skagit Rural Fire Protection District
 Siletta Fire District
 Sisters Camp Sherman Rural Fire Protection District
 Skelton Public Utility District
 South Clatsop Transportation District
 South Suburban Sanitary District
 Southern Curry Cemetery Maintenance District
 Southwest Lincoln County Water District
 Spring River Special Road District
 Springfield Utility District
 Spaulding Fire District No. 7-402
 Stayton Fire District
 Suburban East Salem Water District
 Sunlit Water Authority
 Sunset Empire Transportation District
 Sweetwater Irrigation District
 Sweet Home Fire and Ambulance District
 Talent Irrigation District
 Terrebonne Domestic Water District
 Three Sisters Irrigation District
 Tillamook County Transportation District
 Tillamook People's Utility District
 Tiller Rural Fire District
 Toledo Rural Fire Protection District
 Tri City Rural Fire District No. 4
 Tri City Water District
 Tri City Service District
 Tri County Metropolitan Transportation District
 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 Reclamation 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
 Vandevet Acres Special Road District
 Viewpoint Mountain Water and Improvement District
 Vista Vista River Irrigation District
 Wallowa County Health Care District
 Warner's 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 Wonders Land 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 Watermaster District
 Clime Irrigation District
 Clifton Water District
 Coal Creek Water 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
 Conard Irrigation District No. 14
 Conington Water District
 Cowiche Sewer District
 Cowitch County Cemetery District No. 2
 Cowitch County Fire District No. 6
 Cowitch County Public Utility District No. 1
 Cowitch Transit Authority
 Cross Valley Water District
 Dufur Water District
 Douglas County Fire District No. 2
 Douglas County Fire Protection District No. 5
 Douglas County Public Utility District No. 1
 Douglas County Sewer District No. 1
 Douglas-Oregon County Fire District No. 15
 East Columbia Basin Irrigation District
 East of Harbor Water District
 East Lewis County Public Development Authority
 East Pierce Fire and Rescue District No. 22
 East Spokane Water District No. 1
 East Wenatchee Water District
 Eastment Metropolitan Park District
 Eastmond Sewer and Water District
 Edmonds Public Facilities District
 Ellensburg Business Development Authority
 Enterprise Cemetery District No. 7
 Enlat Irrigation District
 Everett Housing Authority
 Everett Public Facilities District
 Everson Water-Sewer District No. 19
 Fall City Water District
 Ferry County Public Utility District No. 13
 Fisherman Bay Sewer District
 Foster Creek Conservation District
 Four Lakes Water District No. 10
 Franklin Cemetery District
 Franklin County Cemetery District No. 2
 Franklin County Fire District No. 1
 Franklin County Fire Protection District No. 3
 Franklin County Irrigation District No. 1
 Franklin County Public Utility District No. 1
 Freshland Water and Sewer District
 Ft. Warden Public Development Authority
 Garden Farms Irrigation District No. 13
 Gilbert 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 Irrigation Control District No. 1
 Grant County Mesquite District No. 2
 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 Cemetery/Allon 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 Drainage District No. 1
 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
 Whitport Winona Rural Fire Protection District
 Whitwood Hills Road District
 Wild Memorial Park District
 Wildcat Water District
 Williams Park and Recreation District
 Williams Rural Fire Protection District
 Willow Creek Park District
 Winchester Bay Sanitary District
 Winton-Dillard Fire District
 Winston-Dillard Water District
 Woodburn Rural Fire Protection District
 Yamhill County Housing Authority
 Yamhill Fire Protection District
 Youngs River Lewis and Clark Water District

State
 Oregon Department of Administrative Services
 Oregon Department of Revenue
 Oregon Health 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, Linnets and Shasta Indians
 Confederated Tribes of Grand Ronde Community
 Confederated Tribes of Siletz Indians
 Confederated Tribes of the Umpqua Indian Reservation
 Confederated Tribes of the Warm Springs
 Conille Indian Tribe
 Klamath Tribes

Grays Harbor Transportation Authority
 Greater Wenatchee Irrigation District
 Greater Wenatchee Regional Events Center Public Facilities District
 Green Tank Irrigation District No. 11
 Harrison Home Water Sewer District
 Highland Water District
 Highlands Sewer District
 Highline Water District
 Historic Seattle Preservation and Development Authority
 Holmes Harbor Sewer District
 Horace Water District
 Hydro Irrigation District No. 9
 Isde Irrigation District
 Issaquah Water District
 In'n 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
 Juniper Beach Water District
 Kapanahin Water District
 Kelso 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 Parks District
 King County Airport District No. 1
 King County Ferry District
 King County Fire Protection District No. 16
 King County Fire Protection District No. 2
 King County Fire Protection District No. 20
 King County Fire Protection District No. 25
 King County Fire Protection District No. 27
 King County Fire Protection District No. 28
 King County Fire Protection District No. 38
 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. 135
 King County Water District No. 19
 King County Water District No. 20
 King County Water District No. 45
 King County Water District No. 49
 King County Water District No. 54
 King County Water District No. 90
 Kitsap Conservation District
 Kitsap County Consolidated Housing Authority
 Kitsap County Fire District No. 18
 Kitsap County Public Utility District No. 1
 Kitsap County Public Library District
 Kitsap Public Health District
 Kitsap County Conservation District
 Kitsap County Fire District No. 7
 Kitsap County Hospital District No. 2
 Kitsap County Housing Authority
 Kitsap County Public Utility District No. 1
 Kitsap County Water District No. 5
 Kitsap County Water District No. 6
 Kitsap County Water District No. 7
 Kitsap County Fire District No. 18
 Kitsap County Fire District No. 15
 Kitsap County Fire District No. 1
 Kitsap County Fire Protection District No. 4
 Kitsap County Fire Protection District No. 5
 Kitsap County Port District No. 1
 Kitsap County Public Hospital District No. 1
 Kitsap County Public Hospital District No. 2
 Kitsap County Public Utility District No. 1
 Lakeley Fire District 3
 Lake Cham Reclamation District
 Lake Cham Sewer District
 Lake Forest Park Water District

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- Lake Stevens Sewer District
- Lake Wissaham Water District
- Lake Whitson Water and Sewer District
- Lakeland Utility District
- Lakewood Water District
- Lanora Water and Sewer District
- Lewis County Conservation District
- Lewis County Fire District No. 1
- Lewis County Fire District No. 11
- Lewis County Fire District No. 13
- Lewis County Fire District No. 18
- Lewis County Fire District No. 9
- Lewis County Fire Protection District No. 14
- Lewis County Fire Protection District No. 16
- Lewis County Fire Protection District No. 2
- Lewis County Fire Protection District No. 5
- Lewis County Fire Protection District No. 6
- Lewis County Fire Protection District No. 8
- Lewis County Hospital District No. 1
- Lewis County Public Facilities District
- Lewis County Public Utility District No. 1
- Lewis County Water District No. 1
- Lewis County Water District No. 3
- Lewis Public Transportation Benefit Area Authority
- Liberty Lake Sewer and Water District
- Lincoln County Fire District No. 1
- Lincoln County Fire District No. 4
- Lincoln County Fire Protection District No. 5
- Lincoln County Fire Protection District No. 6
- Lincoln County Fire Protection District No. 8
- Lincoln County Hospital District No. 1
- Lincoln-Adams County Fire Protection District No. 3
- Longview Housing Authority
- Lopez Island Library District
- Lower Elwha Housing Authority
- Lower Squahuck Irrigation District
- Lummi Housing Authority
- Lummi Tribal Sewer and Water District
- Makah Housing Authority
- Makye Water District
- Manchester Water District
- Moham Park and Recreation District
- Marshland 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
- Malheur Valley Irrigation District
- Mid-Columbia Library District
- Midway Sewer District
- Milak Irrigation District No. 20
- Moses Lake Irrigation and Rehabilitation District
- Mulliken 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 Light Fire District
- North Perry Avenue Water District
- North Whidbey Park and Recreation District
- Northeast Lemmonish Sewer and Water District
- Northshore Utility District
- Northwest Park and Recreation District No. 2
- Okangon Conservation District
- Okangon County Cemetery District No. 4
- Okangon County Fire District No. 6
- Okangon County Fire Protection District No. 11
- Okangon County Housing Authority
- Okangon County Public Hospital District No. 3
- Okangon County Public Hospital District No. 4
- Okangon County Public Utility District No. 1
- Okangon Fire Protection District No. 16
- Okangon Irrigation District
- Olympic View Water and Sewer District
- Olympus Terrace Sewer District
- Orcas Island Library District
- Orford Avenue Irrigation District No. 6
- Oryville Housing Authority
- Oswell-Tausat Irrigation District
- Othello Housing Authority
- Pacific Conservation District
- Pacific County Fire District No. 1
- Pacific County Fire Protection District No. 1
- Pacific County Fire Protection District No. 3

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- Pacific County Public Health Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Palouse Conservation District
- Parade/Franklin County Housing Authority
- Pernd Oreille County Fire District No. 2
- Pernd Oreille County Fire District No. 4
- Pernd Oreille County Fire District No. 5
- Pernd Oreille County Library District
- Pernd Oreille County Public Hospital District No. 1
- Pernd Oreille County Public Library District No. 1
- Peninsula Housing Authority
- Peninsula Metropolitan Park District
- Peubashin Irrigation District
- Pershing 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
- Point Roberts Water District No. 4
- Pondway Sluice Water and Sewer District
- Port Ludlow Drainage District
- Present Joint Parks and Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No-1
- Puyallup Tribal Health Authority
- Quinalt Housing Authority
- Quinalt Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richland Housing Authority
- Richland Public Facilities District
- Roads Wastewater District
- Rosa Irrigation District
- Sachem Lake Sewer and Water District
- Summish-Plateau Water and Sewer District
- San Juan Island Library District
- Saragwa Water District
- Scotch Head Water District
- Seattle Chinatown International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle-Southside Regional Tourism Authority
- Selah Mosier Irrigation District
- S'Vine Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water And Sewer District
- Silverdale Water District
- Skagit Conservation District
- Skagit County Cemetery District No. 2
- Skagit County Fire District No. 10
- Skagit County Fire District No. 11
- Skagit County Fire District No. 15
- Skagit County Fire District No. 9
- Skagit County Fire Protection District No. 13
- Skagit County Fire Protection District No. 14
- Skagit County Fire Protection District No. 2
- Skagit County Fire Protection District No. 3
- Skagit County Fire Protection District No. 4
- Skagit County Fire Protection District No. 5
- Skagit County Fire Protection District No. 8
- Skagit County Housing Authority
- Skagit County Hospital District No. 1
- Skagit County Public Hospital District No. 2
- Skagit County Public Hospital District No. 104
- Skagit County Public Utility District No. 1
- Skagit County Sewer District No. 1
- Skagit County Sewer District No. 2
- Skagit Valley Public Hospital District No. 1
- Skamania County Fire District No. 1
- Skamania County Fire District No. 4
- Skamania County Public Utility District No. 1
- Skamokawa Water and Sewer District
- Skyway 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. 16
- 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. 21
 Spokane County Fire Protection District No. 22
 Spokane County Fire Protection District No. 25
 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 Hospital District No. 2
 Spokane County Public Library District No. 1
 Spokane Health District
 Spokane River Regional Water Authority
 Spokane Valley Hospital District
 South Columbia Basin Irrigation District
 South Correctional Entity Public Development Authority
 South Huxley Irrigation District
 South Whatcom Fire Authority
 South Whittier Parks and Recreation District
 South Yakima Convention District
 Southwest Suburban Sewer District
 Spokane Convention District
 Spokane County Fire District No. 12
 Spokane County Fire District No. 2
 Spokane County Fire District No. 4
 Spokane County Fire Protection District No. 10
 Spokane County Fire Protection District No. 11
 Spokane County Fire Protection District No. 13
 Spokane County Fire Protection District No. 3
 Spokane County Fire Protection District No. 5
 Spokane County Fire Protection District No. 8
 Spokane County Fire Protection District No. 9
 Spokane County Library District
 Spokane County Water District No. 3
 Spokane Housing Authority
 Spokane Indian Housing Authority
 Spokane Public Facilities District
 Spokane Regional Health District
 Spokane Transit Authority
 Startup Water District
 Steptoe Sewer District No. 1
 Stevens County Fire District No. 2
 Stevens County Fire District No. 4
 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
 Sun Harbor Water District No. 3
 Sunnyside Housing Authority
 Sunnyside Valley Irrigation District
 Sunnyside Water District
 Sunwiper Housing Authority
 Tacoma Community Redevelopment Authority
 Tacoma Housing Authority
 Tacoma Metropolitan Park District
 Terrace Heights Sewer District
 Thea Frost 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
 Tri-County Economic Development District
 Tukwila Metropolitan Park District
 Underwood Conservation District
 Union Gap Irrigation District
 Van Vleet 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 Office No. 1
 Walla Walla County Fire Protection District No. 1
 Walla Walla County Fire Protection District No. 3
 Walla Walla County Fire Protection District No. 4
 Walla Walla County Fire Protection District No. 5
 Walla Walla County Fire Protection District No. 8
 Walla Walla County Rural Library District
 Walla Walla Housing Authority
 Walla Walla Water District No. 1
 Washington State Convention Center Public Facilities District
 Washington State Major League Baseball Stadium Public Facilities District
 Washington State Tobacco Settlement Authority

Hawaii

Maine

Oregon

South Carolina

Utah

Washington

- Water District 13
 - Wells Ranch Irrigation District
 - Wenatchee Reclamation District
 - Wenatchee-Chiwawa Irrigation District
 - West Sealed Utility District
 - Whitcomb Conservation District
 - Whitcomb County Fire District No. 1
 - Whitcomb County Fire District No. 11
 - Whitcomb County Fire District No. 14
 - Whitcomb County Fire District No. 16
 - Whitcomb County Fire District No. 17
 - Whitcomb County Fire District No. 4
 - Whitcomb County Fire District No. 5
 - Whitcomb County Fire District No. 7
 - Whitcomb County Fire District No. 8
 - Whitcomb County Public Utility District No. 1
 - Whitcomb County Water District No. 12
 - Whitcomb County Water District No. 13
 - Whitcomb County Water District No. 2
 - Whitcomb County Water District No. 7
 - Whitcomb Transportation Authority
 - Whitney Hill and Public Hospital District
 - Whitehouse 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
 - Willapa Valley Water District
 - William Shere Memorial Pool District
 - Williams Lake Sewer District No. 2
 - Wine Science Center Development Authority
 - Wolfchuck Harbor Sewer District
 - Woodville Water District
 - Yakima County Fire District No. 1
 - Yakima County Fire District No. 3
 - Yakima County Fire District No. 4
 - Yakima County Fire District No. 5
 - Yakima County Fire District No. 6
 - Yakima County Fire Protection District No. 12
 - Yakima County Fire Protection District No. 14
 - Yakima County Mosquito Control District
 - Yakima Hearing Authority
 - Yakima Regional Clean Air Authority
 - Yakima Rural County Library District
 - Yakima-Tilton 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 Yakima Nation
 - Cowlitz Indian Tribe
 - Highland Indian Tribe
 - Jamestown S'Pallum Tribe
 - Killamuck Tribe of Indians
 - Lower Elwha Klallam Tribe
 - Lummi Indian Nation
 - Makah Tribe
 - Muckleshoot Indian Tribe
 - Nisqually Indian Tribe
 - Neah-Kahleah Indian Tribe
 - Port Gamble S'Klallam Tribe
 - Puyupub Tribe of Indians
 - Quileute Indian Tribe
 - Quinault Indian Nation
 - Samiyah Indian Nation
 - Sauk-Squish Indian Tribe
 - Skokomish Indian Tribe
 - Snoqualmie Indian Tribe
 - Spokane Tribe
 - Squamish Indian Tribe
 - Sittigamish Tribe of Indians
 - Snohomish Tribe
 - Swinemah Indian Tribal Community
 - Tulalip Tribes
 - Upper Muckleshoot 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

(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: _____



CONTRACT EXTENSION

Contract Number: #032119-JDC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc., 1515 5th Ave., Moline, IL 61265 have entered into Contract #032119-JDC for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 13, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

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

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 12/1/2022 | 1:47 PM CST

DocuSigned by:
Brooke (Forsberg) DeVol
By: 23E19C6B5FD143D...

Brooke (Forsberg) DeVol
Title: Contract Administrator

Date: 12/13/2022 | 2:23 PM PST

EXHIBIT B

Quote Summary

Prepared For:

CITY OF LONG BEACH - FINANCIAL MANAGEMENT -
 FLEET SERVICES BUREAU
 2600 TEMPLE AVE
 LONG BEACH, CA 90806

Prepared By:

CHRISTOPHER CESA
 Coastline Equipment Company
 6242 N Paramount Blvd Bldg A
 Long Beach, CA 90805
 Phone: 562-272-7400
 chris.cesa@coastlineequipment.com

**SOURCEWELL CONTRACT: 032119-JDC
 ETA FOR DELIVERY: JANUARY 2024 OR SOONER**

Quote Id: 27025972
Created On: 06 July 2022
Expiration Date: 21 April 2023

MISC. ADD-ONS SEE PAGE 3 - \$31,904.37

Quote Summary

Equipment Total	\$ 153,859.70
SubTotal	\$ 153,859.70
Sales Tax - (10.25%)	\$ 15,770.62
Total	\$ 169,630.32
Balance Due	\$ 169,630.32

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27025972

Customer: CITY OF LONG BEACH - FINANCIAL MANAGEMENT - FLEET SERVICES BUREAU

NEW JOHN DEERE 310 P-Tier Backhoe Loader (ENCLOSED CAB, 4-1 LOADER BUCKET)

Hours:
Stock Number:

Code	Description	Qty
17B0T	310 P-tier Backhoe Loader	1
Standard Options - Per Unit		
183E	JDLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
1003	Cab	1
3005	Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
4006	John Deere 4.5L - FT4/Stage IV	1
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1
6152	Single Maintenance Free Battery With Disconnect and Jump Post	1
6577	1250 lb. (567 kg.) Front Counterweight	1
6752	Extendible Dipperstick	1
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7028	Pilot Controls, Two Lever, with Pattern Selection	1
7040	Three-Function Loader Hydraulics, Single Lever	1
7705	Multi-Brand Quick Coupler - Less Thumb	1
7800	Less Backhoe Bucket with Bucket Pins	1
7856	86 in. (2.18 m.) Wide, 1.25 cu. yd. (0.96 cu. m.) Multi-Purpose Bucket	1
8075	Diagnostic Oil Sampling Ports	1
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1
8109	Sun Visor	1
8142	LED Light Package	1
8146	Left Side Console Storage with Cup Holders	1
8183	Radio, Bosch Premium Package	1
8202	Manual Ride Control	1

Selling Equipment

Quote Id: 27025972

Customer: CITY OF LONG BEACH - FINANCIAL MANAGEMENT - FLEET SERVICES BUREAU

8207	Seat, Cloth Air-Suspension	1		
8213	Chrome Exhaust Extension	1		
8226	Strobe Light with Magnetic Mount	1		
Dealer Attachments				
AT313592	6 inch Amber Warning Light with LED Beacon and Magnetic Roof Mounting Kit	4	\$ 412.50	\$ 1,650.00
	BUCKET PINS - 3 SETS	1	\$ 1,050.00	\$ 1,050.00
	NEW BUCKET - 18"	1	\$ 1,139.60	\$ 1,139.60
	NEW BUCKET 24"	1	\$ 1,297.10	\$ 1,297.10
	COMPACTION WHEEL 18"	1	\$ 5,982.67	\$ 5,982.67
	1,000LB BREAKER	1	\$ 11,620.00	\$ 11,620.00
	FACTORY FREIGHT	1	\$ 5,500.00	\$ 5,500.00
	PRE-DELIVERY INSPECTION/PARTS	1	\$ 3,115.00	\$ 3,115.00
	LOCAL DELIVERY	1	\$ 550.00	\$ 550.00
	Dealer Attachments Total			\$ 31,904.37
Service Agreements				
	John Deere Extended Warranty - 5 yr / 5,000hr Powertrain & Hydraulic	1	\$ 2,159.00	\$ 2,159.00
	Service Agreements Total			\$ 2,159.00
Other Charges				
Other Charges Total				
Total Selling Price				\$ 153,859.70

Extended Warranty Proposal

NEW JOHN DEERE 310 P-Tier Backhoe Loader (ENCLOSED CAB, 4-1 LOADER BUCKET)

Date : March 21, 2023

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	310 P-TIER BACKHOE LOADER	Coverage	List	\$ 2,159.00
Model	310 P-TIER BACKHOE LOADER	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.