CITY OF STOCKTON

COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Holt of California
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell, Agreement Number 121918-FTS
4. Cooperative Agency Initial Agreement Term:	Start Date: 02/11/2019 End Date: 02/11/2023
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended for a fifth year at Sourcewell's discretion.
6. Cooperative Agency Amended Term:	NA
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date:02/19/2021 End Date: 02/11/2023
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to exceed $37,201.61 or the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor (“Contractor”), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell, Agreement Number 121918-FTS (“COOP”) as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement (“Agreement”).

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from 02/19/2021 through 02/11/2023 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment does not go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor’s sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton’s sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for “Trailers with Related Equipment, Accessories and Services” available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed $37,201.61 for the purchase of one Felling FT-70-2 HX Trailer. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern

District, Sacramento Division.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John Luebberke, City Attorney

CONTRACTOR NAME.

By: Signature

John Johnson
Print name

Title: VP Cat rental store

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: Signature

Nick Owens
Print name

Title: SALES REP, CAT RENTAL STORE

(Version 5.28.19)

EXHIBIT A

EXHIBIT 1

DocuSign Envelope ID: 014F22A8-913C-4CB0-8142-461D531C9C25

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 #: 121918-FTS

Proposer's full legal name: Felling Trailers, Inc.

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 February 11, 2019 and will expire on February 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-FTS

Vendor Authorized Signatures:

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

Vendor Name Felling Trailers, Inc.

Authorized Signatory's Title President/CEO

VENDOR AUTHORIZED SIGNATURE

Brenda Jennissen
(NAME PRINTED OR TYPED)

Executed on 2/8, 2019

Sourcewell Contract # 121918-FTS

EXHIBIT 1

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, February 19, 2019
Conference Room 3 & 4
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:56p.m. with the following members present: Greg Zylka, Barb Neprud, Mark Gerbi, Scott Veronen, Ryan Thomas, Sharon Thiel, Sara Nagel, and Mike Wilson. Also present were Chris Lindholm, Pequot Lakes Schools Ex-Officios, Chad Coauette, Susan Nanik, Marcus Miller, Jamie Loken, Paul Drange, Mike Carlson, Jeremy Schwartz, Chris Klein, Mitchell McCallson, Machel Marshall and Danielle Wadsworth, Sourcewell staff.

Ms. Nagel moved, seconded by Mr. Gerbi to accept the agenda as presented. Motion carried.

Mr. Zylka moved, seconded by Ms. Neprud to accept the minutes of the Regular Board Meeting held on January 15, 2019. Motion carried.

Mr. Carlson presented the monthly Financial Reports.

Mr. Zylka moved, seconded by Ms. Thiel to approve the Resolution of Signed Authority. Motion carried.

Ms. Neprud moved, seconded by Mr. Thomas to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #98793 to #99151. Motion carried.

Ms. Neprud moved, seconded by Mr. Zylka to approve all Wire Transfers #136 to #154. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to approve all Wire Transfers-Employee Expense reimbursements #687 to #820. Motion carried.

Ms. Thiel moved, seconded by Mr. Gerbi to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added January 1-31, 2019
- Permission to re-solicit the following categories:
    - Technology Solutions with Related Equipment and Accessories

Motion carried.

Mr. McCallson gave a day in the life of a Sourcewell employee presentation on his role as a Marketing Multimedia Production Coordinator.

Mr. Drange gave an update on Regional Programs.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Communication Technology Department.

Mr. Miller gave an update on the Government Relations/General Counsel Departments.

Mr. Schwartz gave an update on the Operations and Procurement Departments and the contracts awarded in January as noted in Appendix A.

Mr. Bautz gave an update on the Marketing and Membership Departments.

Ms. Thiel moved, seconded by Mr. Gerbi to approve the Resolution to Adopt and Approve Sourcewell 403b Plan. Motion carried.

Mr. Zylka moved, seconded by Ms. Nagel to approve the Executive Director/CEO Contract 2019-2022. Motion carried.

Mr. Carlson introduced the Budget Amendment-Indirect Cost Allocation.

Mr. Veronen moved, seconded by Ms. Thiel to approve the Interlocal Cooperative Agreement Licensing Specialist Services-Family Day Care (Region 5). Motion carried.

Mr. Gerbi moved, seconded by Ms. Neprud to approve the Sourcewell Employee Handbook. Motion carried.

Mr. Zylka moved, seconded by Ms. Nagel to approve hiring the following:

a. Michael Munoz, Procurement Analyst III, effective February 11, 2019
b. Brandon Town, Procurement Analyst III, effective February 11, 2019
c. Stephanie Haataja, Procurement Analyst II, effective February 25, 2019
d. Nicolas Scholer, Procurement Analyst II, effective April 8, 2019

Motion carried.

Mr. Zylka moved, seconded by Ms. Thiel to approve opening the following positions:

a. Education Consultant (x2)
b. Procurement Analyst (x2)
c. ECSE Professional Development Facilitator
d. Senior Education Consultant

Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to approve Seniority/Anniversary List. Motion carried.

Mr. Thomas moved, seconded by Mr. Zylka to accept the retirement of Sara Hight, ECSE Professional Development Facilitator, effective February 13, 2019. Motion carried.

Dr. Coauette gave an update on State/National Associations and Partnerships and Sourcewell Technology.

Mr. Zylka moved, seconded by Mr. Gerbi to adjourn the meeting at 7:45 p.m. Motion carried.

EXHIBIT 1

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - FEBRUARY 2019

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Technology Solutions with Related Equipment and Accessories

NEW CONTRACTS		
Fastenal Company	121218-FAS	*"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"*
NAPA Integrated Business Solutions	121218-GPC	*"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"*
HD Supply Construction Supply	121218-HDS	*"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"*
Motion Industries, Inc.	121218-MII	*"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"*
WESCO Distribution	121218-WES	*"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"*
W.W. Grainger, Inc.	121218-WWG	*"Facility MRO, Industrial & Building Supplies with Related Equipment, Accessories, Supplies & Services"*
Felling Trailers, Inc.	121918-FTS	*"Trailers with Related Equipment, Accessories and Services"*
Globe Trailer manufacturing, Inc.	121918-GLB	*"Trailers with Related Equipment, Accessories and Services"*
Monroe Towmaster, LLC	121918-MNR	*"Trailers with Related Equipment, Accessories and Services"*
Trail King Industries	121918-TKI	*"Trailers with Related Equipment, Accessories and Services"*
NEW ezIQC CONTRACTS		
Contractor Name	**Contract Number**	**Trade**
5th YEAR RENEWALS (CONTRACT EXTENSIONS)		
PureGreen Services, LLC	040215-PGE	*"Storage Products or Systems with Related Accessories"*
PPG Architectural Finishes, Inc.	020515-PPG	*"Paint and Wall Coverings with Related Supplies, Equipment and Services"*
John Deere Construction Retail Sales	032515-JDC	*"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"*
DeBourgh Manufacturing Company	040215-DBM	*"Storage Products or Systems with Related Accessories"*
ezIQC ANNUAL RENEWALS		
The Lusk Group	OHGCDAGCOMA-013018-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCDAGCOMB-013018-FHP	
The Lusk Group	OHGCDAEOMA-013018-LUS	
The Lusk Group	OHGCDAHVOMA-013018-LUS	
The Lusk Group	OHGCDAROMA-013018-LUS	
The Lusk Group	OHGCDACOMA-013018-LUS	
Perkins / Carmack Construction, LLC	OHGCDAGCOMC-013018-PCC	
Perkins / Carmack Construction, LLC	OHGCDACOMB-013018-PCC	
Custom Controls Group	OHGCDAGCOMD-013018-CCG	
Custom Controls Group	OHGCDAROMB-013018-CCG	
Custom Controls Group	OHGCDAHVOMB-013018-CCG	
Westside Paving & Excavating Inc.	OHGCDAAPOMA-013018-WPE	
Westside Paving & Excavating Inc.	OHGCDAWUIOMA-013018-	
Universal Contracting Corporation	OHGCDAGCOME-013018-UCC	
Whalen Electric LLC	OHGCDAEOMB-013018-WHE	

EXHIBIT 1

Pending biddingo Approval

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✔ Invite Bidders	No
✔ Evaluate Response online	No
✔ Internal Approval	No

Solicitation Details

Mandatory Information

Solicitation Type	ACAN	Solicitation Number	121918
Solicitation Name	Trailers with Related Equipment, Accessories, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date & Time	11/01/2018	Closing Date & Time	12/19/2018 16:30:00 CT

EXHIBIT 1

Basic Settings

Publish Option		**Value Range for this Solicitation**	**Not Applicable**

Selected Categories

Automotive/ Industrial

Heavy Equipment/ Vehicles	Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.
Industrial Vehicles/ Equipment	Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc

Solicitation Overview

EXHIBIT 1

Solicitation Overview

Sourcewell
Formerly NJPA

Trailers with Related Equipment, Accessories, and Services

121918

Closing Date: 12/19/2018 04:30:00 PM CT

Detail:

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

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[SUPPORT (Download Training Manuals)](/contactUs)

EXHIBIT 1

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
#121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
Sourcewell; Bid Location Staples, MN, Todd County; Due 12/19/2018 at 04:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

11/2/2018

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **2nd** DAY OF **November, 2018**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

SOURCEWELL
TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
Proposals Due 4:30 pm, December 19, 2018
REQUEST FOR PROPOSAL

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.
Published Nov. 2, 2018. 11643380

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11643380
Client Reference No:

EXHIBIT 1

Notice

Basic Information

Estimated Contract Value (CAD)	$999,999,999.00 (Not shown to suppliers)
Reference Number	0000134523
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	121918
Title	Trailers with Related Equipment, Accessories, and Services
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Term: 2019/02/15 01:00:00 AM EST - 2023/02/15 01:00:00 AM EST
Description	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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Dates

Publication	2018/11/01 09:03:03 AM EDT
Question Acceptance Deadline	2018/12/12 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2018/12/19 05:30:00 PM EST

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	Lump sum
Pricing	Lump sum

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	No

EXHIBIT 1

Documents

Documents

Document	Size	Uploaded Date	Language
Merx Trailers.pdf [pdf]	88 Kb	2018/11/01 09:02:11 AM EDT	English

Categories

Selected Categories

MERX Category (1)	
U	**Other** Other
U	**Undefined** Undefined
UNSPSC (1)	
25000000	**Commercial and Military and Private Vehicles and their Accessories and Components**
25180000	**Vehicle bodies and trailers**
25181700	**Product and material trailers**

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

Carol Jackson

From: Carol Jackson
Sent: Thursday, November 1, 2018 8:04 AM
To: twatson@onvia.com
Subject: RFP for Advertisement (Trailers)

Please advertise in any free editions you have.

> 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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Thank you,

Carol Jackson | Procurement Analyst III

Office: 218-894-5481
Website: www.sourcewell-mn.gov

The
New York State
Contract Reporter

NYSCR.ny.gov

NYS' official source of contracting opportunities
Bringing business and government together

This document printed
Wednesday, 10/31/2018

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Trailers with Related Equipment, Accessories, and Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 121918
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 11/01/2018
Due Date/Time: 12/19/2018 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Vehicles & Equipment - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: 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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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EXHIBIT 1

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NJPA National Joint Powers Alliance®

Bid RFP #121918 - Trailers with Related Equipment, Accessories, and Services

[Switch to Vendor View]

Bid Type	**RFP**
Bid Number	**121918**
Title	**Trailers with Related Equipment, Accessories, and Services**
Start Date	**Nov 1, 2018 9:56:34 AM CDT**
End Date	**Dec 19, 2018 4:30:00 PM CST**
Agency	**Sourcewell**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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.

EXHIBIT 1

Proposals will be received until December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Delivery Information

James Voelker, Sourcewell,
202 12th Street Northeast, P.O. Box 219, Staples, MN 56479

Pre-Bid Conference

Date **Nov 27, 2018 10:00:00 AM CST**

Location **WebEx Conference**

Notes **Pre-proposal login information will be sent by email two days prior.**

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2018 © | The Public Group, LLC. All rights reserved.

The Public | Group™

Carol Jackson

Subject: FW: Sourcewell RFP #121918 Trailers for ad November 1, 2018

Alberta Purchasing Connection

Alberta Government

Opportunity Notice
TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND

Category: Goods

Potential vendors (bidders) may view the bid package here.

View Bid Package

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document (s) from the bid package.

View Interested Vendors (Bidders)

Opportunity Information

Organization:	Rural Municipalities of Alberta (RMA)
Organization Address:	
Reference Number:	AB-2018-06635
Solicitation Number:	2018-121918
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	11/01/2018 02:30:00 PM Alberta Time
Closing (MM/dd/yyyy):	12/19/2018 04:30:59 PM Alberta Time
Last Update (MM/dd/yyyy):	11/01/2018 02:25:24 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:
N2330J: Trailer, Refrigerator
N2330F: Trailer, Low Bed
N2330S: Trailer, Auto
N2330V: Trailer, Specially Equipped
N2330M: Trailer, Tank
N2330Q: Trailer, Utility
N2330P: Trailer, Tilt Deck
N2330B: Trailer, Cargo Van
N2330W: Trailer, Dump
N2330: Trailers
N2330E: Trailer, Light, 5th Wheel

Response Submission:

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

Response Contact:

Voelker, James
Procurement Lead Analyst
202 - 12th Street NE
Staples, MN 56479
Tel: (218)895-4191
Email: james.voelker@sourcewell-mn.gov

Response Specifics:

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.

Opportunity Description:

The scope of this RFP is to award a contract to a qualifying vendor defined as a professional consultant, service provider, or technical expert, 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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Miranda Andersen
Business Services Coordinator

EXHIBIT 1

THE STATE MEDIA CO., INC.
Columbia, South Carolina publisher of

The State
The State Media Company
NEWSPAPER • DIGITAL • MAGAZINES • DIRECT MAIL

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0003927268	REQUEST FOR PROPOSALS Sourcewell, formerly the National Joint P(

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.
3927268

STATE OF NOTARY PUBLIC SOUTH CAROLINA
KRISTIE H. MOORE
My Commission Expires
December 20, 2027

State of South Carolina

County of Richland

I, Renee Jones, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

November 01, 2018

Renee Jones
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 13th day of November in the year of 2018

Kristie Moore
Notary Public for South Carolina
My Commission Expires:
December 20, 2027

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

EXHIBIT 1

EXHIBIT 1

OPEN

Trailers with Related Equipment, Accessories, and Services

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

Pre-Proposal Conference: November 27, 2018 at 10:00 am CT

Sealed proposals due: December 19, 2018 at 4:30 pm CT

Proposals will be publicly opened: December 20, 2018 at 8:30 am CT

Sourcewell reserves the right to reject any and all proposals.

To obtain RFP documents complete the form below:

Important Dates

> Sealed Responses Due:

EXHIBIT 1

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EXHIBIT 1

NOTICES

PUBLIC NOTICES

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

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4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News | Utah Media Group | The Salt Lake Tribune

PROOF OF PUBLICATION **CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER
SOURCEWELL, Accounting Dept PO BOX 219 STAPLES MN 56479	9001496962
	DATE
	11/1/2018

ACCOUNT NAME

SOURCEWELL,

TELEPHONE	ORDER # / INVOICE NUMBER
2188945483	0001230409 /

PUBLICATION SCHEDULE

START 11/01/2018 END 11/01/2018

CUSTOMER REFERENCE NUMBER

RFP for Advertisement - Trailers

CAPTION

REQUEST FOR PROPOSALS Sourcewell, formerly the National Joint Powers Alliance (N

SIZE

40 LINES 1 COLUMN(S)

TIMES	TOTAL COST
3	91.80

REQUEST FOR PROPOSALS

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.
1230409 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, formerly the National Joint Powers Alliance (NJPA), on behalf of Sourcewell and its current and potential member agencies, wh** FOR **SOURCEWELL,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 11/01/2018 End 11/01/2018

DATE 11/1/2018 SIGNATURE Jae Levi

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 1ST DAY OF NOVEMBER IN THE YEAR 2018

BY JAE LEVI.

LORAINE MARIE SUDMUNDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 699563
COMM. EXP. 03-19-2022

Lsudmundson
NOTARY PUBLIC SIGNATURE

EXHIBIT 1

Sourcewell
Formerly NJPA

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #121918
Entitled
TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

The following advertisement was placed in the print and online version of Oregon's *Daily Journal of Commerce* on November 2, 2018, in the print and online version of *USA Today*, in the print and online version of *The Salt Lake Tribune,* in the print and online version of South Carolina*'s The State* on November 1, 2018 and the *Sourcewell* website www.sourcewell-mn.gov, *Biddingo*, *MERX*, *The New York State Contract Reporter* website www.nyscr.ny.gov, *Onvia* www.onvia.com, and *PublicPurchase.com*.

> *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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.*

RFPs were requested by and distributed to:

Able Equipment Rental	Lone Star Mower
Advance Metalworking Co., Inc.	Mac Trailer Manufacturing Inc
Advantage GSA Consulting LLC	Matheny Motors Truck Company
Airgas LLC	MGS Inc
Aluma	Midwest Trailer Manufacturing
American Cargo Group	Monroe Towmaster
American Carrier Equipment Trailer Sales, LLC	Pequea Machine Corp
AMM Enterprises Inc.	Pioneer Truckweld
Bay State Truck & Trailer, Inc.	Pitts Enterprises, Inc.
Becker Custom Trailers	Prime Vendor Inc.
Bid Ocean, Inc.	Quality Vans
Bonnell Industries	Rolling Star Manufacturing
Border Equipment	Royal Truck & Equipment
Brooks Brothers Trailers	Sightline, Inc
BWS Manufacturing	SmartProcure
Campbell's Equipment Company	Spector Manufacturing Inc.
Dell Rapids Custom Trailers, Inc.	Stalker Radar
Dragon Products/Ranco	State of Maine
Eager Beaver Trailers	State of Virginia

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East Manufacturing Corp.	Stephan L. Green Trailers
Eddie's Truck Center	Sustainable Modular Management, Inc
Embankscape Equipment LLC	Talbert Manufacturing, Inc.
Express Custom Manufacturing	Thunder Creek Equipment
Felling Trailers	Titan Tool
FL Research Inc.	TPD Trailers Inc.
Fontaine Trailer Company	Trail King
FST Canada Inc. o/a Joe Johnson Equipment	Tri Tank Corp
Gerling and Associates, Inc.	Trius Inc
Globe Trailers	Trout River Industries
Holden Industries, Inc.	Vallee Inc.
Impel Transport	Valor Holdings LLC
Intercontinental Truck Body Ltd.	Verde Inc.
Interstate Trailers, Inc.	Vermeer High Plains
J & J Trailers Manufacturers and Sales Inc.	Via Trailers
J&J Truck Bodies & Trailers	Voyager Industries
KM International Inc.	Walker Mowers
Langefels Equipment Co. LLC	West Mark, Inc.
LGS Pace, LLC	

Proposals were opened on December 20, 2018, at Sourcewell, formerly the National Joint Powers Alliance (NJPA) offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Certified Stainless Services, Inc., dba West-Mark
Felling Trailers
General Engines Co., dba Eager Beaver Trailers
Globe Trailer Manufacturing, Inc.
Hayworth Equipment Sales Inc.
Interstate Trailers, Inc.
LDJ Manufacturing, Inc dba Thunder Creek Equipment
LGS Industries
MAC Trailer Manufacturing, Inc.
Midwest Trailer Manufacturing LLC
Monroe Towmaster, LLC.
Talbert Manufacturing, Inc
The Advance Metalworking Co., Inc.
TPD Trailers Inc.
Trail King Industries
Trout River Industries

Sealed packages were also received from American Cargo Group, J&J Truck Bodies & Trailers, Look Trailers, and a second package from Trail King Industries, after the deadline for delivery of proposals. The untimely packages

were returned, unopened, to American Cargo Group, J&J Truck Bodies & Trailers, Look Trailers and Trail King Industries in accordance with the RFP terms.

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM Sourcewell Procurement Lead Analyst
Greg Grunig, Sourcewell Procurement Lead Analyst
Brandon Town, CPSM, Sourcewell Procurement Analyst III
Carol Jackson, Sourcewell Procurement Analyst III

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that all timely proposal responses met Level-One and Level-Two Responsiveness and were evaluated, except for the proposal submitted by LGS Industries. The proposal of LGS Industries was determined to be Level-One Non-Responsive because all required forms were missing the signature of an Authorized Representative.

Felling Trailers manufactures over 240 models of trailers in their standard product line that include semi, utility, dump, lowboy, hydraulic lift, flatbed, deck-over, drop-deck and tilt varieties. Felling's dealer network totals more than 400 locations to provide sales and service to Sourcewell Members throughout North America. Their trailers include features such as Air Ramps, Air Tilt and EZ Tilt solutions to make loading equipment simpler and safer. Felling Trailers offers Sourcewell Members a solid discount from their MSRP pricing.

Globe Trailer Manufacturing offers a broad selection of trailers including tag-along, lowboy, demolition dump, narrow fixed-neck, hydraulic tail, flatbed, drop-deck, sliding axle, folding neck, goose neck, enclosed and military-style models. Globe Trailer's dealer sales and service network covers all 50 states, US Territories and Canada along with over 350 locations additionally included in their service network. Globe Trailers backs up their products with structural warranties up to 10 years depending on the model of trailer purchased. Globe Trailers provides Sourcewell Members a competitive discount from their standard price list.

Monroe Towmaster provides a wide variety of trailers which include utility, drop-deck, drop-deck tilt, deck-over, rigid gooseneck, hydraulic tail, hydraulic detachable gooseneck, hydraulic dump, cable reel, tank and generator trailers. Their dealer network is comprised of over 1,300 locations across the United States and Canada. Monroe Towmaster utilizes Finite Element Analysis in the design and engineering of their trailers to develop a 2 to 1 margin safety factor. They are offering Sourcewell Members a considerable discount list price.

Trail King Industries manufactures an extensive selection of trailers including semi, utility, dump, lowboys, tags, flatbeds, deck-overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck and live bottom trailers. In addition, they can offer custom and hybrid versions of their trailers. Trail King's dealer network includes over 400 locations spread across the United States, Canada and international markets. Trail King's pricing proposal provides Sourcewell Members a significant discount from MSRP.

For these reasons, the Sourcewell, formerly NJPA, Proposal Evaluation Committee recommends award of Sourcewell Contract #121918 to:

EXHIBIT 1

Sourcewell
Formerly NJPA

Felling Trailers, Inc	#121918-FTS
Globe Trailer Manufacturing, Inc	#121918-GLB
Monroe Towmaster, LLC	#121918-MNR
Trail King Industries	#121918-TKI

The preceding recommendations were approved on February 7, 2019:

DocuSigned by:
James Voelker
15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Greg Grunig
9721336968BD402...

Greg Grunig, Sourcewell Procurement Lead Analyst

DocuSigned by:
Brandon Town
7BCA93CD6377421...

Brandon Town, CPSM, Sourcewell Procurement Analyst III

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Sourcewell Procurement Analyst III

EXHIBIT 1

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Felling Trailers, Inc.

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:** 12/14/18

Sourcewell's clarification on exceptions listed above:

No exceptions noted.

LEGAL
HCP
Initials
Jan. 31, 2019
Date

Contract Award
RFP #121918

FORM D

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

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, 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: Felling Trailers, Inc. Date: 12-20-2018

Company Address: 1525 Main Street South

City: Sauk Centre State: MN Zip: 56378

CAGE Code/DUNS: 05YG1/07-074-3554

Contact Person: Pat Jennissen Title: VP of Sales and Marketing

Authorized Signature: _____
(Name printed or typed)

EXHIBIT 1

DocuSign Envelope ID: 014F22A8-913C-4CB0-8142-461D531C9C25

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 #: 121918-FTS

Proposer's full legal name: Felling Trailers, Inc.

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 February 11, 2019 and will expire on February 11, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-FTS

Vendor Authorized Signatures:

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

Vendor Name Felling Trailers, Inc.

Authorized Signatory's Title President / CEO

VENDOR AUTHORIZED SIGNATURE

Brenda Jennissen
(NAME PRINTED OR TYPED)

Executed on 2/8, 2019

Sourcewell Contract # 121918-FTS

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: Felling Trailers, Inc.

Address: 1525 Main Street South

City/State/Zip: Sauk Centre, MN 56378

Telephone Number: 1-800-245-2809

E-mail Address: trailers@felling.com

Authorized Signature: Patrick Jennissen

Authorized Name (printed): Patrick Jennissen

Title: VP Sales/Marketing

Date: 12/14/18

Notarized

REBECCA M. ROELIKE
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2021

Subscribed and sworn to before me this 14 day of December, 2018

Notary Public in and for the County of Stearns State of MN

My commission expires: 1·31·2021

Signature: Becca Roelike

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: Felling Trailers, Inc.

Questionnaire completed by: Patrick Jennissen

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
   - Sourcewell payment terms are Net Due 30 Days
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
   - Felling Trailers, Inc. uses Nationa Cooperative Leasing as a leasing/finance partner for public and government agencies.
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.
   - The first step in the process is a Sourcewell member will buy a trailer from a Felling authorized dealer. The authorized dealer will then call a Felling Trailers, Inc. Sales Representative and request the trailer order. The authorized dealer then collects payment and delivers the trailer to the Sourcewell member upon trailer completion. The authorized dealer will report all Sourcewell Sales to Felling Trailers for recording purposes. Felling Trailers will organize all required information for Sourcewell sales into an Excel file and submit quarterly.
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?
   - Felling Trailers, Inc. does not accept the P-card procurement and payment 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?
     - Yes
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
     - No
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
     - We do not cover travel time and mileage.
   - 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?

- No, we usually try to find a local dealer or an outside vendor.
- 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?
  - The first year of warranty we cover everything all Felling, as well as outside vendor supplied parts. After the first year the vendored supplied parts may carry an extended warranty that would be filed directly the end user and the vendor.
- What are your proposed exchange and return programs and policies?
  - It varies depending upon case, it can be determined at initial contact.

6) Describe any service contract options for the items included in your proposal.
   - Felling Trailers, Inc. does not offer service contracts.

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.
   - Felling Trailers currently manufactures over 5,000 trailers a year ranging from a 3,000 lb utility trailer to a 120,000 lb hydraulic gooseneck trailer, and its standard trailer line includes over 240 models. Felling's pride and differentiation is its customized trailer division. Felling Trailers' current capabilities allow them to provide a high-quality product that is distributed across North America and internationally. Felling Trailers, Inc. is an ISO 9001:2015
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.)
   - Please reference the attachment
     - "Attachment J" • Sales Guide
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.
   - Sourcewell members get a 12% discount off of the MSRP. For example, and FT-12 I list price is $6,057.00 with the 12% discount the trailers net price drops to $5,330.16.
10) The pricing offered in this proposal is

    _____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

    ___x___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.
    - Volume discounts considered on a per order basis, see your Felling Sales representative to discuss.

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.

- All "non-standard options" will be quoted per request. As per all of our customers special "non-standard options" they will be given a "list-price". These items will receive the same discount (12%) as all other products.

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 inspection. Identify any parties that impose such costs and their relationship to the Proposer.

- Training cost • No cost at time of delivery.
- Extra on-site training may carry an additional charge
- DOT Inspections • Up to $250
- Dealer Off-Load/Set-up • Up to $550
- Federal Excise Tax (if applicable) • 12%
- Any state/county/local taxes

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.

- Trailers are shipped via Felling Fleet or Felling approved carrier to local dealer. Freight cost is determined at time of quote using a freight matrix which takes into account trailer size, current fuel cost and distance. Freight charge will be itemized on Sourcewell quote/invoice.

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

- Alaska/Hawaii • Trailers shipped here will utilize the same freight matrix to their port locations, plus any applicable fees/charges at the port(s) and water shipment costs. The freight charge will be itemized on Sourcewell quote/invoice.
- Canada • Trailers shipping to Canada are quoted at time of quote at current market rates. Freight charge will be itemized on Sourcewell quote/invoice.

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

- Felling Trailers has a vast dealer net work that includes over 250 dealers throughout North America represented in all of the 50 states.

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.

- On a quarterly basis Felling Trailers will "spot-check" a minimum of two (2) reported orders with Sourcewell customers to verify pricing matches contract.
- Felling Trailers will include a minimum of four (4) articles per year in our dealer newsletter(s) about the importance of reporting all Sourcewell transactions.

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.)

- Felling Trailers pays Sourcewell 2% of the net price per each unit sold, and payment goes out quarterly.

Industry-Specific Questions

19) Describe any manufacturing processes or material specification-related attributes that contribute to ***trailer*** safety, strength, durability, and reliability that differentiate your offering in the marketplace.

- In March of 2017, Felling implemented their Lifetime Limited Warranty on all trailers. Along with a quality product, Felling Trailers wanted to be sure to put its customers' needs and expectations at the forefront and offer an industry best warranty. "At Felling Trailers, Inc. our goal is to meet and exceed our customers' expectations. Our Lifetime Limited Warranty vastly surpasses anything else in the marketplace." said Pat Jennissen, VP of Sales & Marketing for Felling Trailers, Inc.
- ISO 9001:2015 Certified for Quality Management - In the spring of 2017, Felling Trailers, Inc. earned their ISO 9001:2015 Certification for Quality Management. The ISO 9001:2015 standard, published by the International Organization for Standardization, provides a tried and tested framework for taking a systematic approach to managing an organization's processes so that they consistently turn out a product that satisfies customer's expectations and that quality is consistently improved. The standard is based on a number of quality management principles, including a strong customer focus and a process of continuous improvement. International Standards make things work. They give world-class specifications for products, services, and systems, to ensure quality, safety, and efficiency. ISO International Standards impact everyone, everywhere.

"This is a significant accomplishment for Felling Trailers, Inc., it does not happen with just one person. It took over a year for our company to get to this point with cooperation and teamwork among every team member," said Brenda Jennissen, CEO of Felling Trailers, Inc. "Our ISO journey has just begun. We will continue to work toward better processes and training which will lead to continued efficiencies and sustainability of our ISO certification and ensuring we exceed customers' expectations. I am proud of our entire team's diligence and commitment to achieving this important goal."

In order to achieve ISO 9001:2015 Certification, companies must demonstrate that they have implemented effective quality management systems across all areas of the business, including facilities, people, training, services, and equipment. Felling Trailers, Inc.'s certification process was carried out in partnership with Transpacific Certification LTD and included a detailed assessment of the company's facilities. Interviews were carried out with management and employees, and procedures were reviewed across all functional areas, including operations, training, and development, customer complaint handling, finance, and billing.

20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected" and which you believe are "vendor differentiators."

- As a vendor we have our over the road Felling Trailers outside sales support team that can go on site as needed to help the customer with any questions, training, or troubleshooting. We believe this to be a vendor differentiator.

21) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

- Attached is the blind study that was completed by PPG in Felling's Paint System and Processes. This study showed in results that the paint system and processes we have in place is better than those used by other manufactures in the trailer industry.
  - Please reference the attachment
    - "Attachment K" • Paint System & Processes
    - "Attachment L" • Paint Selection Chart

Signature: _____ Date: 12/14/18

EXHIBIT 1

Form G
TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

	Possible Points	Certified Stainless Services, Inc., dba West-Mark	Felling Trailers	General Engines Co., dba Eager Beaver Trailers	Globe Trailer Manufacturing, Inc.	Hayworth Equipment Sales Inc.	Interstate Trailers, Inc.	LDJ Manufacturing, Inc dba Thunder Creek Equipment	MAC Trailer Manufacturing, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	44	38	43	46	34	39	45	36
Pricing	400	306	326	316	345	205	315	316	263
Financial, Industry and Marketplace Successes	75	60	65	60	66	59	58	59	51
Bidder's Ability to Sell/ Service Contract Nationally	100	79	86	84	87	55	81	78	77
Bidder's Marketing Plan	50	42	41	37	43	38	36	46	30
Value Added Attributes	75	59	68	53	62	56	51	57	55
Warranty Coverages and Information	50	41	47	30	45	33	35	42	39
Selection and Variety of Products and Services Offered	200	146	180	141	163	146	149	129	133
Total Points	1,000	777	851	764	857	626	764	772	684
Rank Order		5	3.5	7.5	2	14	7.5	6	12

	Possible Points	Midwest Trailer Manufacturing LLC	Monroe Towmaster, LLC.	Talbert Manufacturing, Inc	The Advance Metalworking Co., Inc.	TPD Trailers Inc.	Trail King Industries	Trout River Industries
Conformance to Terms/ Conditions to Include Documentation	50	37	44	35	36	29	43	36
Pricing	400	290	343	306	296	188	346	307
Financial, Industry and Marketplace Successes	75	45	64	60	55	46	64	63
Bidder's Ability to Sell/ Service Contract Nationally	100	54	90	78	57	56	84	71
Bidder's Marketing Plan	50	34	39	37	32	31	43	37
Value Added Attributes	75	47	59	57	52	52	68	55
Warranty Coverages and Information	50	39	44	40	41	30	41	40
Selection and Variety of Products and Services Offered	200	128	168	143	130	100	173	139
Total Points	1,000	674	851	756	699	532	862	748
Rank Order		13	3.5	9	11	15	1	10

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Sourcewell

DocuSigned by:
Greg Grunig
9721336968BD402...
Greg Grunig, Sourcewell

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Sourcewell

DocuSigned by:
Brandon Town
7BCA93CD6377421...
Brandon Town, CPSM, Sourcewell

EXHIBIT 1

Sourcewell
Formerly NJPA

Proposal Opening Record

Date of opening: December 20, 2018

The public opening of all responses received to the Request For Proposal #121918 for the procurement of TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES was witnessed by the following individuals:

Michael Munoz, Sourcewell
James Voelker, Sourcewell
Kim Austin, Sourcewell
Carol Jackson, Sourcewell
Jed Klein, Sourcewell
Sheila Christoffersen, Sourcewell
Chris Robinson, Sourcewell
Josh Meech, Sourcewell

Responses were received from the following:

Certified Stainless Services, Inc., dba West-Mark - received 12/18/18 at 12:58:49 PM
Proposer deemed responsive
Felling Trailers – received 12/18/18 at 12:59:12 PM
Proposer deemed responsive
General Engines Co., dba Eager Beaver Trailers – received 12/18/18 at 12:59:33 PM
Proposer deemed responsive
Globe Trailer Manufacturing, Inc. - received 12/19/18 at 12:52:52 PM
Proposer deemed responsive
Hayworth Equipment Sales Inc. – received 12/13/18 at 11:01:57 AM
Proposer deemed responsive
Certificate of Insurance liability insufficient
Interstate Trailers, Inc. - received 12/17/18 at 11:03:35 AM
Proposer deemed responsive
LDJ Manufacturing, Inc dba Thunder Creek Equipment – received 12/18/18 at 12:59:00 PM
Proposer deemed responsive
LGS Industries – received 12/19/18 at 3:08:21 PM
Proposer deemed level-one non-responsive
All required forms missing signature of Authorized Representative
Certificate of Insurance omitted
MAC Trailer Manufacturing, Inc. - received 12/18/18 at 11:13:44 AM
Proposer deemed responsive
Certificate of Insurance omitted
Midwest Trailer Manufacturing LLC – received 12/17/18 at 9:39:34 AM
Proposer deemed responsive
Monroe Towmaster, LLC. – received 12/18/18 at 11:22:25 AM
Proposer deemed responsive

EXHIBIT 1

Talbert Manufacturing, Inc – received 12/19/18 at 11:10:10 AM
Proposer deemed responsive
The Advance Metalworking Co., Inc. – received 12/18/18 at 11:12:47 AM
Proposer deemed responsive
TPD Trailers Inc. – received 12/12/18 at 10:57:19 AM
Proposer deemed responsive
Form C missing signature of Authorized Representative
Certificate of Insurance omitted
Digital copy of proposal omitted
Trail King Industries – received 12/19/18 at 1:42:38 PM
Proposer deemed responsive
Trout River Industries – received 12/19/18 at 11:10:05 AM
Proposer deemed responsive

Proposals are evaluated first on level-one responsiveness and that determination is noted above. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Proposers that are deemed level-one responsive must provide any missing documentation or remedy a noted deficiency within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending missing documentation.

DocuSigned by:
74344AB8E2344E7...

Chris Robinson, JD, Procurement Manager, Sourcewell

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst III, Sourcewell

SourcewellSM
Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening
December 20, 2018
8:30 a.m. Central Time
At the offices of Sourcewell
202 12th Street Northeast, Staples, MN 56479

RFP #121918

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 #121918 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning November 1, 2018. 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 December 19, 2018 at 4:30 p.m. Central Time at the above address and opened December 20, 2018 at 8:30 a.m. Central Time.

RFP Timeline

November 1, 2018	**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* 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 *The State* within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.**
November 27, 2018 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.**
December 12, 2018	**Deadline for RFP questions.**
December 19, 2018 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
December 20, 2018 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.

TABLE OF CONTENTS

1. DEFINITIONS
   - A. Contract
   - B. Proposer
   - C. Sourced Good of Open Market Item
   - D. Vendor
2. ADVERTISEMENT OF RFP
3. INTRODUCTION
   - A. About Sourcewell
   - B. Joint Exercise of Powers Laws
   - C. Why Respond to a National Cooperative Procurement Contract
   - D. The Intent of This RFP
   - E. Scope of This RFP
   - F. Expectations for Equipment/Products and Services Being Proposed
   - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
   - A. Inquiry Period
   - B. Pre-Proposal Conference
   - C. Identification of Key Personnel
   - D. Proposer's Exceptions to Terms and Conditions
   - E. Proposal Format
   - F. Questions & Answers About This RFP
   - G. Modification or Withdrawal of a Submitted Proposal
   - H. Proposal Opening Procedure
   - I. Sourcewell's Rights Reserved
5. PRICING
   - A. Line-Item Pricing
   - B. Percentage Discount From Catalog or Category
   - C. Cost Plus a Percentage of Cost
   - D. Hot List Pricing
   - E. Ceiling Price
   - F. Volume Price Discounts/ Additional Quantities
   - G. Total Cost of Acquisition
   - H. Sourced Equipment/Products/ Open Market Items
   - I. Price and Product Changes
   - J. Payment Terms
   - K. Sales Tax
   - L. Shipping
6. EVALUATION OF PROPOSALS
   - A. Proposal Evaluation Process
   - B. Proposer Responsiveness
   - C. Proposal Evaluation Criteria
   - D. Other Consideration
   - E. Cost Comparison
   - F. Marketing Plan
   - G. Certificate Of Insurance
   - H. Order Process and/or Funds Flow
   - I. Administrative Fees
   - J. Value Added
   - K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
   - A. Subsequent Agreements
   - B. Sourcewell Member Sign-up Procedure
   - C. Reporting of Sales Activity
   - D. Audits
   - E. Hub Partner
   - F. Trade-Ins
   - G. Out of Stock Notification
   - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDIITONS
   - A. Advertising a Contract Resulting From This RFP
   - B. Applicable Law
   - C. Assignment of Contract
   - D. List of Proposers
   - E. Captions, Headings, and Illustrations
   - F. Data Practices
   - G. Entire Agreement
   - H. Force Majeure
   - I. Licenses
   - J. Material Suppliers and Sub-Contractors
   - K. Non-Wavier of Rights
   - L. Protests of Awards Made
   - M. Suspension or Disbarment Status
   - N. Affirmative Action and Immigration Status Certification
   - O. Severability
   - P. Relationship of Parties
   - Q. Provisions for Non-Federal Entity Procurements under Federal Awards or Other Awards
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM
12. APPENDIX A
13. APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)
14. APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)
15. APPENDIX D – FEMA Terms & Conditions (SEPARATE ATTACHMENT)

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 professional consultant, service provider, or technical expert, 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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES.

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

3.17.1 Open and enclosed trailers including:

Semi, Utility, Dump, Lowboys, Tags, Hydraulic Lift, Flatbeds, Deck Overs, Drop-Deck Tilt, Rollbacks, Slide Axle, Tanker Trailers, Gooseneck, Car Haulers, Enclosed, Stock, Cargo, Sport, Mobile Offices, Concession, Walking Floor, Command Station, Roll-Off, Storage, Construction job, and Refrigerated Trailers

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

3.17.2.1 Proposers may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on trailer manufacturing and not on a Proposer's ability to provide turn-key solutions by upfitting a trailer with trailer mounted equipment.

3.17.2.2 The primary focus of this solicitation is on trailer manufacturing. This solicitation should **NOT** be construed to include:

a. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:

   i. Snow and Ice Handling Equipment, Supplies, and Accessories (See Sourcewell RFP #080818)
   ii. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell RFP #012418)
   iii. Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies (See Sourcewell RFP #122017)
   iv. Electrical Energy Power Generation with Related Parts, Supplies, and Services (See Sourcewell RFP #120617)
   v. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
   vi. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
   vii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
   viii. Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies (See Sourcewell RFP #042815)
   ix. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #032515)

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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES 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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICESindustry, 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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES 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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES will be received by James Voelker, Procurement Lead Analyst, 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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES 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 $50 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 compete 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.

6 EVALUATION OF PROPOSALS

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 that 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 And 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

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 shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 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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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

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

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES 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 #121918

FORM D

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

TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, 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 #: 121918-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:

_____ Jeremy Schwartz
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE (NAME PRINTED OR TYPED)

_____ Chad Coauette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE (NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY Sourcewell Contract # 121918-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 # 121918-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 TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

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 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 manufacturing processes or material specification-related attributes that contribute to ***trailer*** safety, strength, durability, and reliability that differentiate your offering in the marketplace.

20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected" and which you believe are "vendor differentiators."

21) Provide any market data or research supporting the longevity or reliability of your proposed solutions.

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 12th St NE, PO Box 219 Staples, MN 56479		

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

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

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

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

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

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

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

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

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

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

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

☐ Adding Products/Services vices

☐ Deleting Products/Services

☐ Price Increase

☐ Price Decrease

SOURCEWELL CONTRACT NUMBER: _____

Section 3. Detailed Explanation of Need for Changes

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

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

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

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

Section 4. Complete Restatement of Pricing Submitted

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

☐ Yes ☐ No

Section 5. Signatures

_____ _____
Vendor Authorized Signature Date

_____
Print Name and Title of Authorized Signer

_____ _____
Jeremy Schwartz Date
Sourcewell Director of Cooperative Contracts and Procurement/CPO

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

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

Hawaii

County
- Hawaii County
- Kauai County
- Maui County

Municipality
- City and County of Honolulu

Higher Education
- Hawaii Community College
- Honolulu Community College
- University of Hawaii
- University of Hawaii Research Corporation
- Windward Community College

Education (K-12)
- Hanalani Schools
- Kamehameha Schools

Special District
- Hawaii Community Development Authority
- Hawaii Public Housing Authority
- Hawaii Tourism Authority
- Honolulu Authority for Rapid Transportation
- Natural Energy Laboratory of Hawaii Authority

State
- Hawaii Department of Accounting and General Services
- Hawaii Department of Finance and Administration
- Hawaii Department of Health
- Hawaii Employer-Union Health Benefits Trust Fund
- Hawaii Health Systems Corporation
- State Of Hawaii

Idaho

County
- Ada County
- Adams County
- Bannock County
- Bear Lake County
- Benewah County
- Bingham County
- Blaine County
- Boise County
- Bonner County
- Bonneville County
- Boundary County
- Butte County
- Camas County
- Canyon County
- Caribou County
- Cassia County
- Clark County
- Clearwater County
- Custer County
- Elmore County
- Franklin County
- Fremont County
- Gem County
- Gooding County
- Idaho County
- Jefferson County
- Jerome County
- Kootenai County
- Latah County
- Lemhi County
- Lewis County
- Lincoln County
- Madison County
- Minidoka County
- Nez Perce County
- Oneida County
- Owyhee County
- Payette County
- Power County
- Shoshone County
- Teton County
- Twin Falls County
- Valley County
- Washington County

Municipality
- City of Aberdeen
- City of Albion
- City of American Falls
- City of Ammon
- City of Arco
- City of Arimo
- City of Ashton
- City of Athol
- City of Atomic City
- City of Bancroft
- City of Bellevue
- City of Blackfoot
- City of Bliss
- City of Bloomington
- City of Boise
- City of Bonners Ferry
- City of Bovill
- City of Buhl
- City of Burley
- City of Caldwell
- City of Cambridge
- City of Carey
- City of Cascade
- City of Castleford
- City of Challis
- City of Chubbuck
- City of Clayton
- City of Clifton
- City of Coeur d'Alene
- City of Council
- City of Craigmont
- City of Crouch

Oregon

County
- Baker County
- Benton County
- Central Oregon Intergovernmental Council
- Clackamas County
- Clackamas County Service District No. 1
- Clatsop County
- Columbia County
- Coos County
- Crook County
- Curry County
- Deschutes County
- Douglas County
- Gilliam County
- Grant County
- Harney County
- Hood River County
- Jackson County
- Jefferson County
- Josephine County
- Klamath County
- Lake County
- Lane Council of Governments
- Lane County
- Lincoln County
- Linn County
- Malheur County
- Marion County
- Marion County Housing Authority
- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

Municipality
- City of Adair Village
- City of Adrian
- City of Albany
- City of Amity
- City of Arlington
- City of Ashland
- City of Astoria
- City of Athena
- City of Aumsville
- City of Aurora
- City of Baker City
- City of Bandon
- City of Banks
- City of Bay City
- City of Beaverton
- City of Bend
- City of Boardman
- City of Brookings
- City of Brownsville
- City of Burns
- City of Canby
- City of Cannon Beach
- City of Canyonville
- City of Carlton
- City of Cascade Locks
- City of Cave Junction
- City of Central Point
- City of Chiloquin
- City of Clatskanie
- City of Coburg
- City of Columbia City
- City of Condon
- City of Coos Bay
- City of Coquille
- City of Cornelius
- City of Corvallis

South Carolina

County
- Abbeville County
- Aiken County
- Allendale County
- Anderson County
- Bamberg County
- Barnwell County
- Beaufort County
- Berkeley County
- Calhoun County
- Catawba Regional Council of Governments
- Central Midlands Council of Governments
- Charleston County
- Cherokee County
- Chester County
- Chesterfield County
- Clarendon County
- Colleton County
- Darlington County
- Dillon County
- Dorchester County
- Edgefield County
- Fairfield County
- Florence County
- Georgetown County
- Greenville County
- Greenwood County
- Hampton County
- Horry County
- Jasper County
- Kershaw County
- Lancaster County
- Laurens County
- Lee County
- Lexington County
- Lower Savannah Council of Governments
- Marion County
- Marlboro County
- McCormick County
- Newberry County
- Oconee County
- Orangeburg County
- Pickens County
- Richland County
- Saluda County
- Spartanburg County
- Sumter County
- Union County
- Williamsburg County
- York County

Municipality
- City of Abbeville
- City of Aiken
- City of Anderson
- City of Barnwell
- City of Beaufort
- City of Belton
- City of Bennettsville
- City of Bishopville
- City of Camden
- City of Cayce
- City of Charleston
- City of Chesnee
- City of Chester
- City of Clemson
- City of Clinton
- City of Columbia
- City of Conway
- City of Darlington
- City of Denmark
- City of Dillon
- City of Easley
- City of Florence
- City of Folly Beach
- City of Forest Acres
- City of Fountain Inn
- City of Gaffney
- City of Georgetown

Utah

County
- Beaver County
- Box Elder County
- Cache County
- Carbon County
- Daggett County
- Davis County
- Duchesne County
- Duchesne County Special Service District No. 2
- Emery County
- Five County Association of Governments
- Garfield County
- Grand County
- Iron County
- Juab County
- Kane County
- Millard County
- Morgan County
- Piute County
- Rich County
- Salt Lake County
- San Juan County
- Sanpete County
- Sevier County
- Summit County
- Tooele County
- Uintah County
- Utah County
- Wasatch County
- Washington County
- Wayne County
- Weber County

Municipality
- Centerfield City
- City of Alpine City
- City of American Fork
- City of Aurora
- City of Ballard
- City of Beaver
- City of Blanding
- City of Bluffdale
- City of Bountiful
- City of Brigham
- City of Castle Dale
- City of Cedar City
- City of Cedar Hills
- City of Centerville
- City of Clearfield
- City of Clinton
- City of Coalville
- City of Colorado City
- City of Corinne City
- City of Cottonwood Heights
- City of Delta
- City of Draper
- City of Duchesne
- City of East Carbon
- City of Elk Ridge
- City of Elmo
- City of Enoch
- City of Enterprise
- City of Ephraim
- City of Escalante
- City of Eureka
- City of Fairview
- City of Farmington
- City of Farr West
- City of Ferron
- City of Fillmore
- City of Fountain Green
- City of Fruit Heights
- City of Garland
- City of Grantsville
- City of Green River
- City of Gunnison
- City of Harrisville
- City of Heber City
- City of Helper City

Washington

County
- Adams County
- Asotin County
- Benton County
- Chelan County
- Clallam County
- Clark County
- Columbia County
- Cowlitz County
- Douglas County
- Ferry County
- Franklin County
- Garfield County
- Grant County
- Grays Harbor County
- Island County
- Jefferson County
- King County
- King County Directors' Association
- Kitsap County
- Kittitas County
- Klickitat County
- Lewis County
- Lincoln County
- Mason County
- Okanogan County
- Pacific County
- Pend Oreille County
- Pierce County
- San Juan County
- Skagit County
- Skamania County
- Snohomish County
- Spokane County
- Stevens County
- Thurston County
- Thurston Regional Planning Council
- Wahkiakum County
- Walla Walla County
- Whatcom County
- Whitman County
- Yakima County
- Yakima County Public Services
- Yakima Valley Conference of Governments

Municipality
- City of Aberdeen
- City of Airway Heights
- City of Algona
- City of Anacortes
- City of Arlington
- City of Asotin
- City of Auburn
- City of Bainbridge Island
- City of Battle Ground
- City of Bellevue
- City of Bellingham
- City of Benton City
- City of Bingen
- City of Black Diamond
- City of Blaine
- City of Bonney Lake
- City of Bothell
- City of Bremerton
- City of Brewster
- City of Bridgeport
- City of Brier
- City of Buckley
- City of Burien
- City of Burlington
- City of Camas
- City of Carnation
- City of Cashmere
- City of Castle Rock
- City of Centralia
- City of Chehalis
- City of Chelan
- City of Cheney
- City of Chewelah

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Culdesac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
	City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
	City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
	City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
	City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
	City of Donnelly	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 Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Ivins	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duvall
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	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 Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

Hawaii

Idaho

City of Rexburg
City of Richfield
City of Rigby
City of Riggins
City of Ririe
City of Roberts
City of Rockland
City of Rupert
City of Salmon
City of Sandpoint
City of Shelley
City of Shoshone
City of Smelterville
City of Soda Springs
City of Spirit Lake
City of St. Anthony
City of St. Charles
City of Stanley
City of Star
City of Stites
City of Sugar City
City of Sun Valley
City of Tensed
City of Tetonia
City of Troy
City of Twin Falls
City of Ucon
City of Victor
City of Wallace
City of Weippe
City of Weiser
City of Wendell
City of Weston
City of White Bird
City of Wilder
City of Winchester

Higher Education

Boise State University
College of Southern Idaho
College of Western Idaho
Eastern Idaho Technical College
Idaho Division of Professional Technical Education
Idaho State University
Lewis-Clark State College
North Idaho College
University of Idaho

Education (K-12)

Aberdeen School District No. 58
Arbon Elementary School District No. 383
Avery School District
Basin School District No. 72
Bear Lake County School District No. 33
Bear Lake School District No. 33
Blackfoot School District No. 55
Blaine County School District No. 61
Bliss Joint School District No. 234
Bonneville Joint School District No. 93
Boundary County School District No. 101
Bruneau-Grand View Joint School District
Buhl Joint School District No. 412
Butte County Joint School District No. 111
Caldwell School District No. 132
Camas County School District No. 121
Cambridge School District
Cascade School District No. 422
Cassia County Joint School District No. 151
Castleford Joint School District No. 417
Challis Joint School District No. 181
Clark County School District No. 161
Coeur d'Alene School District No. 271
Cottonwood Joint School District No. 242
Council School District No. 13
Culdesac Joint School District No. 342
Dietrich School District No. 314
Emmett Independent School District No. 221
Filer School District No. 413
Firth School District No. 59
Fremont County School District No. 215
Fruitland School District No. 373
Garden Valley School District
Genesee Joint School District No. 282
Glenns Ferry Joint School District No. 192
Gooding Joint School District No. 231
Grace Joint School District No. 148
Hagerman Joint School District No. 233
Hansen School District No. 415
Highland Joint School District No. 305
Homedale School District No. 370
Horseshoe Bend School District No. 73
Idaho Falls School District No. 91
Independent School District of Boise City
Jefferson County School District No. 251
Jerome Joint School District No. 261
Joint School District No. 2

Oregon

City of Mt. Vernon
City of Myrtle Creek
City of Myrtle Point
City of Nehalem
City of Newberg
City of Newport
City of North Bend
City of North Plains
City of North Powder
City of Nyssa
City of Oakland
City of Oakridge
City of Ontario
City of Oregon City
City of Paisley
City of Pendleton
City of Philomath
City of Phoenix
City of Pilot Rock
City of Port Orford
City of Portland
City of Powers
City of Prairie City
City of Prineville
City of Rainier
City of Redmond
City of Reedsport
City of Richland
City of Riddle
City of Rockaway Beach
City of Rogue River
City of Roseburg
City of Rufus
City of Salem
City of Sandy
City of Scappoose
City of Scio
City of Scotts Mills
City of Seaside
City of Seneca
City of Shady Cove
City of Sheridan
City of Sherwood
City of Siletz
City of Silverton
City of Sisters
City of Sodaville
City of Spray
City of Springfield
City of St. Helens
City of St. Paul
City of Stanfield
City of Stayton
City of Sublimity
City of Sumpter
City of Sutherlin
City of Sweet Home
City of Talent
City of Tangent
City of The Dalles
City of Tigard
City of Tillamook
City of Toledo
City of Troutdale
City of Tualatin
City of Turner
City of Ukiah
City of Umatilla
City of Union
City of Unity
City of Vale
City of Veneta
City of Vernonia
City of Waldport
City of Wallowa
City of Warrenton
City of Wasco
City of West Linn
City of Westfir
City of Weston
City of Wheeler
City of Willamina
City of Wilsonville
City of Winston
City of Wood Village
City of Woodburn
City of Yachats
City of Yamhill
City of Yoncalla
Town of Bonanza
Town of Butte Falls
Town of Canyon City
Town of Lakeview
Town of Lexington

South Carolina

Town of Harleyville
Town of Heath Springs
Town of Hemingway
Town of Hilda
Town of Hilton Head Island
Town of Hodges
Town of Holly Hill
Town of Hollywood
Town of Honea Path
Town of Irmo
Town of Iva
Town of Jackson
Town of James Island
Town of Jamestown
Town of Jefferson
Town of Jenkinsville
Town of Johnston
Town of Jonesville
Town of Kershaw
Town of Kiawah Island
Town of Kingstree
Town of Lake View
Town of Lamar South Carolina
Town of Lane
Town of Latta
Town of Lexington
Town of Lincolnville
Town of Little Mountain
Town of Lockhart
Town of Lyman
Town of Lynchburg
Town of Mayesville
Town of McBee
Town of McClellanville
Town of McColl
Town of McCormick
Town of Meggett
Town of Moncks Corner
Town of Mt. Pleasant
Town of Neeses
Town of New Ellenton
Town of Nichols
Town of Ninety Six
Town of Norris
Town of North
Town of Norway
Town of Olanta
Town of Pacolet
Town of Pageland
Town of Pamplico
Town of Patrick
Town of Pawleys Island
Town of Pelion
Town of Pelzer
Town of Pendleton
Town of Perry
Town of Port Royal
Town of Prosperity
Town of Ravenel
Town of Reidville
Town of Ridge Spring
Town of Ridgeland
Town of Ridgeville
Town of Ridgeway
Town of Saint Matthews
Town of Saint Stephen
Town of Salem
Town of Salley
Town of Saluda
Town of Santee
Town of Scranton
Town of Seabrook Island
Town of Sellers
Town of Sharon
Town of Six Mile
Town of Snelling
Town of Society Hill
Town of South Congaree
Town of Springdale
Town of St. George
Town of St. Matthews
Town of Stuckey
Town of Sullivans Island
Town of Summerton
Town of Summerville
Town of Summit
Town of Surfside Beach
Town of Swansea
Town of Timmonsville
Town of Trenton
Town of Turbeville
Town of Ulmer
Town of Varnville
Town of Wagener

Utah

City of Wellsville
City of Wendover
City of West Bountiful
City of West Haven City
City of West Jordan
City of West Point
City of West Valley City
City of Willard
City of Woodland Hills
City of Woods Cross
Town of Alta
Town of Altamont
Town of Alton
Town of Amalga
Town of Annabella
Town of Antimony
Town of Apple Valley
Town of Ballard
Town of Bear River City
Town of Bicknell
Town of Big Water
Town of Boulder
Town of Brian Head
Town of Bryce Canyon City
Town of Cannonville
Town of Castle Valley
Town of Cedar Fort
Town of Centerfield
Town of Central Valley
Town of Circleville
Town of Clarkston
Town of Clawson
Town of Cleveland
Town of Cornish
Town of Daniel
Town of Deweyville
Town of Eagle Mountain
Town of Elmo
Town of Elsinore
Town of Elwood
Town of Emery
Town of Fairfield
Town of Francis
Town of Garden City
Town of Genola
Town of Glendale
Town of Glenwood
Town of Goshen
Town of Hanksville
Town of Hatch
Town of Henefer
Town of Henrieville
Town of Hideout
Town of Hinckley
Town of Holden
Town of Howell
Town of Huntsville
Town of Joseph
Town of Junction
Town of Kanarraville
Town of Kanosh
Town of Kingston
Town of Koosharem
Town of Leeds
Town of Levan
Town of Loa
Town of Manila
Town of Mantua
Town of Marysvale
Town of Meadow
Town of Minersville
Town of New Harmony
Town of Newton
Town of Ophir
Town of Orderville
Town of Paradise
Town of Paragonah
Town of Portage Utah
Town of Randolph
Town of Redmond
Town of Rockville
Town of Rocky Ridge
Town of Rush Valley
Town of Scipio
Town of Scofield
Town of Sigurd
Town of Springdale
Town of Stockton
Town of Toquerville
Town of Torrey
Town of Trenton
Town of Tropic
Town of Uintah
Town of Vernon

Washington

City of Okanogan
City of Olympia
City of Omak
City of Oroville
City of Orting
City of Othello
City of Pacific
City of Palouse
City of Pasco
City of Pateros
City of Pomeroy
City of Port Angeles
City of Port Orchard
City of Port Townsend
City of Poulsbo
City of Prosser
City of Pullman
City of Puyallup
City of Quincy
City of Rainier
City of Raymond
City of Redmond
City of Renton
City of Republic
City of Richland
City of Ridgefield
City of Ritzville
City of Rock Island
City of Roslyn
City of Roy
City of Royal City
City of Sammamish
City of SeaTac
City of Seattle
City of Sedro-Woolley
City of Selah
City of Sequim
City of Shelton
City of Shoreline
City of Snohomish
City of Snoqualmie
City of Soap Lake
City of South Bend
City of Spokane
City of Spokane Valley
City of Sprague
City of Stanwood
City of Stevenson
City of Sultan
City of Sumas
City of Sumner
City of Sunnyside
City of Tacoma
City of Tekoa
City of Tenino
City of Tieton
City of Toledo
City of Tonasket
City of Toppenish
City of Tukwila
City of Tumwater
City of Union Gap
City of University Place
City of Vader
City of Vancouver
City of Waitsburg
City of Walla Walla
City of Wapato
City of Warden
City of Washougal
City of Wenatchee
City of West Richland
City of Westport
City of White Salmon
City of Winlock
City of Woodinville
City of Woodland
City of Yakima/Yakima County
City of Yelm
City of Zillah
Consolidated Borough of Quil Ceda Village
Grays Harbor Council of Governments
Town of Almira
Town of Beaux Arts Village
Town of Bucoda
Town of Carbonado
Town of Cathlamet
Town of Clyde Hill
Town of Colton
Town of Conconully
Town of Concrete
Town of Coulee City
Town of Coulee Dam
Town of Coupeville

Hawaii

Idaho

Kamiah School District No. 304
Kellogg Joint School District 391
Kendrick Joint School District No. 283
Kimberly School District No. 414
Kootenai School District No. 274
Kuna Joint School District No. 3
Lake Pend Oreille School District No. 84
Lakeland School District No. 272
Lapwai School District No. 341
Lewiston Independent School District No. 1
Mackay School District No. 182
Madison School District No. 321
Marsh Valley Joint School District No. 21
Marsing Joint School District No. 363
McCall-Donnelly Joint School District No. 421
Meadows Valley School District No. 11
Melba School District No. 136
Middleton School District No. 134
Midvale School District No. 433
Minidoka County School District No. 331
Moscow School District No. 281
Mountain Home School District No. 193
Mountain View School District No. 244
Mullan School District 392
Murtaugh Joint School District No. 418
Nampa Christian Schools Inc.
Nampa School District No. 131
New Plymouth School District
Nez Perce Joint School District No. 302
North Gem School District No. 149
Notus School District
Oneida County School District No. 351
Orofino Joint School District No. 171
Parma School District No. 137
Payette School District No. 371
Plummer-Worley Joint School District No. 44
Pocatello-Chubbuck School District No. 25
Post Falls School District No. 273
Potlatch School District No. 285
Preston Joint School District No. 201
Richfield School District No. 316
Ririe Joint School District No. 252
Rockland School District No. 382
Salmon River Joint School District No. 243
Salmon School District No. 291
Shelley School District No. 60
Shoshone Joint School District No. 312
Snake River School District
Soda Springs Joint School District No. 150
South Lemhi School District No. 292
St. Maries Joint School District No. 41
Sugar-Salem Joint District No. 322
Swan Valley Elementary School District No. 33
Swan Valley School District No. 92
Teton County School District No. 401
Three Creek Joint School District No. 416
Troy School District No. 287
Twin Falls School District No. 411
Valley School District No. 262
Vallivue School District No. 139
Vision Charter School District # 463
Wallace School District No. 393
Weiser School District No. 431
Wendell School District No. 232
West Bonner County School District No. 83
West Jefferson School District No. 253
West Side School District No. 202
Whitepine Joint School District No. 288
Wilder School District No. 133

Special District

Ada County Emergency Medical Services District
Ada County Highway District
Adams County Recreation District
Ahsahka Water and Sewer District
Albion Highway District
Alpine Meadows Water and Sewer District
American Falls Free Library District
American Falls Housing Authority
Atlanta Highway District
Avery Water and Sewer District
Avondale Irrigation District
Bayview Water and Sewer District
Bear Lake County Library District
Bench Sewer District
Benewah County Free Library District
Big Canyon Fire District
Blaine County Housing Authority
Blaine County Recreation District
Bliss Fire District
Boise Basin Library District
Boise City/Ada County Housing Authority
Boise-Kung Irrigation District
Bonneville County Fire District No. 1
Bruneau Valley District Library

Oregon

Higher Education

Blue Mountain Community College
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College
Columbia Gorge Community College
Eastern Oregon University
Klamath Community College District
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Oregon Department of Community Colleges and Workforce Development
Oregon Health and Science University
Oregon Institute of Technology
Oregon State University
Oregon State University, Oregon Agricultural Experiment Station
Oregon University System
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southern Oregon University Family Housing
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
Western Oregon University

Education (K-12)

Adel School District 21
Adrian School District
Alsea School District No. 7J
Amity School District 4J
Annex School District 29
Arlington School District No. 3
Arock School District No. 81
Ashland School District No. 5
Ashwood School District
Astoria School District No. 1C
Athena-Weston School District No. 29RJ
Baker School District No. 5J
Bandon School District
Banks School District No. 13
Beaverton School District No. 48
Bend-La Pine Public Schools
Bethel School District No. 52
Blachly School District
Blachly School District 90
Brookings Harbor School District
Camas Valley School District
Canby School District No. 86
Cascade School District No. 5
Centennial School District No. 28J
Central Curry School District No. 1
Central Linn School District
Central Point School District No. 6
Central School District No. 13J
Clackamas Education Service District
Clatskanie School District No. 6J
Colton School District No. 53
Columbia Gorge Education Service District
Condon School District No. 25J
Coos Bay School District No. 9
Coquille School District No. 8
Corbett School District No. 39
Corvallis School District No. 509J
Cove School District No. 15
Crane Elementary School District
Creswell School District No. 40
Crook County School District
Crow-Applegate-Lorane School District No. 66
Culver School District No. 4
Dallas School District No. 2
David Douglas School District No. 40
Dayton School District No. 8
Dayville School District No. 16J
Douglas County School District
Douglas County School District No. 4
Douglas Education Service District
Dufur School District No. 29
Eagle Point School District No. 9
Echo School District No. 5
Elgin School District
Elkton School District No. 34
Enterprise School District No. 21
Estacada School District No. 108
Eugene School District No. 4J
Falls City School District
Fern Ridge School District No. 28J
Forest Grove School District
Fossil School District 21J

South Carolina

Town of Ward
Town of Ware Shoals
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williamston
Town of Williston
Town of Winnsboro
Town of Yemassee

Higher Education

Aiken Technical College
Beaufort Jasper Higher Education Commission
Central Carolina Technical College
Clemson University
Coastal Carolina University
College of Charleston
Denmark Technical College
Florence-Darlington Technical College
Francis Marion University
Greenville Technical College
Horry-Georgetown Technical College
Lander University
Medical University of South Carolina
Midlands Technical College
Northeastern Technical College
Orangeburg-Calhoun Technical College
Piedmont Technical College
South Carolina State Board for Technical and Comprehensive Education
South Carolina State University
South Carolina Technical College System
Spartanburg Community College
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina
University of South Carolina, Aiken
University of South Carolina, Upstate
Williamsburg Technical College
Winthrop University
York Technical College

Education (K-12)

Abbeville County School District
Aiken County Public Schools
Allendale County School District
Anderson County School Districts 1 and 2 Career and Technology Center
Anderson School District No. 1
Anderson School District No. 2
Anderson School District No. 3
Anderson School District No. 4
Anderson School District No. 5
Bamberg School District No. 1
Bamberg School District No. 2
Barnwell School District No. 45
Beaufort County School District
Berkeley County School District
Blackville-Hilda Public Schools
Calhoun County School District
Charleston County School District
Cherokee County School District
Chester County School District
Chesterfield County School District
Clarendon County School District No. 1
Clarendon County School District No. 2
Clarendon County School District No. 3
Clover School District No. 2
Colleton County School District
Darlington County School District
Delta R-V School District
Dillon County School District No. 1
Dillon County School District No. 2
Dillon County School District No. 3
Dillon County School District No. 4
Diocese Of Charleston Schools
Dorchester School District No. 2
Dorchester School District No. 4
Edgefield County Schools
Fairfield County School District
Florence County School District No. 1
Florence County School District No. 2
Florence County School District No. 3
Florence County School District No. 4
Florence County School District No. 5
Ft. Mill School District No. 4
Georgetown County School District
Greenville County School District
Greenwood School District No. 50
Greenwood School District No. 52
Hampton County School District No. 2
Hampton School District No. 1
Horry County Schools
Jasper County School District
John de la Howe School District
Kershaw County School District

Utah

Town of Vineyard
Town of Virgin
Town of Wales
Town of Wallsburg
Uintah Basin Association of Governments

Higher Education

College of Eastern Utah
Davis Applied Technology College
Dixie Applied Technology College
Dixie State University
Mountainland Applied Technology College
Rocky Mountain University of Health Professions
Salt Lake Community College
Snow College
Southern Utah University
Tooele Applied Technology College
Uintah Basin Applied Technology College
University of Utah
University of Utah Hospitals and Clinics
Utah State University
Utah System of Higher Education
Utah Valley University
Weber State University

Education (K-12)

Alpine School District
Beaver County School District
Box Elder School District
Cache County School District
Canyons School District
Carbon School District
Centro De La Familia De Utah Head Start Program School District
Daggett School District
Davis School District
Duchesne County School District
Emery County School District
Freedom Preparatory Academy School District
Garfield County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan School District
Mountainland Head Start Program School District Office
Murray City School District
Nebo School District
North Sanpete County School District
North Sanpete School District
North Summit School District
Ogden City School District
Park City School District
Piute County School District
Provo City School District
Rich County School District
Rich School District
Rural Utah Child Development Head Start Program School District Office
Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District
South Summit School District
Suu Head Start Program School District
Thomas Edison Charter Schools
Tintic School District
Tooele County School District
Uintah School District
Wasatch County School District
Washington County School District
Wayne County School District
Weber School District

Special District

Ash Creek Special Service District
Ashley Valley Water and Sewer Improvement District
Ballard Water and Sewer Improvement District
Bear Lake Special Service District
Bear River Water Conservancy District
Benchland Water District
Benson Culinary Water Improvement District
Bona Vista Water Improvement District
Cache Mosquito Abatement District
Cache Valley Transit District
Canyonlands Health Care Special Service District
Carbon County Housing Authority
Carbon County Municipal Building Authority
Carbon County Recreation Transportation Special Service District
Carbon Water Conservancy District
Castle Valley Special Service District
Cedar City Housing Authority
Cedar Mountain Fire Protection District
Cedarview-Montwell Special Service District
Central Davis County Sewer District

Washington

Town of Creston
Town of Cusick
Town of Darrington
Town of Eatonville
Town of Elmer City
Town of Endicott
Town of Fairfield
Town of Farmington
Town of Friday Harbor
Town of Garfield
Town of Hamilton
Town of Harrah
Town of Hatton
Town of Hunts Point
Town of Index
Town of Ione
Town of La Conner
Town of LaCrosse
Town of Lamont
Town of Latah
Town of Lind
Town of Lyman
Town of Malden
Town of Mansfield
Town of Marcus
Town of Metaline
Town of Millwood
Town of Naches
Town of Nespelem
Town of Northport
Town of Oakesdale
Town of Odessa
Town of Pe Ell
Town of Prescott
Town of Reardan
Town of Riverside
Town of Rockford
Town of Rosalia
Town of Ruston
Town of Skykomish
Town of South Cle Elum
Town of South Prairie
Town of Spangle
Town of Springdale
Town of St. John
Town of Steilacoom
Town of Twisp
Town of Uniontown
Town of Washtucna
Town of Waterville
Town of Waverly
Town of Wilbur
Town of Wilkeson
Town of Wilson Creek
Town of Winthrop
Town of Woodway
Town of Yacolt
Town of Yarrow Point

Higher Education

Bates Technical College
Bellevue Community College
Bellingham Technical College
Big Bend Community College
Cascadia Community College
Central Washington University
Centralia College
Clark College
Clover Park Technical College
Columbia Basin Community College
Community Colleges of Spokane
Eastern Washington University
Edmonds Community College
Everett Community College
Evergreen State College
Grays Harbor College
Green River Community College
Highline Community College
Lake Washington Institute of Technology
Lower Columbia College
Northwest Indian College
Olympic College
Peninsula College
Pierce College
Renton Technical College
Seattle Community Colleges District VI
Shoreline Community College
Skagit Valley College
South Puget Sound Community College
Tacoma Community College
University of Washington
Walla Walla Community College
Washington State Board for Community and Technical Colleges
Washington State Higher Education Facilities Authority
Washington State Student Achievement Council

Hawaii

Idaho

Bruneau 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
Castleford Rural Fire District
Central Fire District
Central Orchards 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
Dietrich Fire District
Dietrich Highway District
Doumecq Highway District
Downey Swan Lake 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 Greenacres 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
Ferdinand 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
Gateway Fire Protection District
Gem County Fire Protection District
Gem County Mosquito Abatement District
Glenns Ferry Highway District
Golden Gate Highway District No. 3
Gooding County Memorial Hospital District
Grace District Library
Grangeville Highway District
Granite Reeder Water and Sewer District
Greater Boise Auditorium District
Greater Middleton Parks and Recreation District
Greater Swan Valley Fire Protection District No. 2
Groveland Water and Sewer District
Harbor View Estates Water and Sewer District
Hayden Lake Irrigation District
Hayden Lake Recreational Water and Sewer District
Hillsdale Highway District
Homedale Highway District
Hoo Doo Water and Sewer District
Horseshoe Bend Fire Protection District
Idaho Soil and Water Conservation District
Indian Valley Rural Fire District
Iona-Bonneville Sewer District
Island Park Fire District
Jerome Highway District
Jerome Recreation District
Jerome Rural Fire District No. 1
Kamiah Fire Protection District
Kamiah Highway District
Ketchum Rural Fire Protection District
Kidder Harris Highway District
Kingston Water District
Kootenai County Water District No. 1
Kootenai Ponderay Sewer District
Kootenai-Shoshone Soil and Water Conservation District
Kuna Library District
Laclede Water District
Lakes Highway District
Latah County Library District
Latah Soil and Water Conservation District
Lemhi Soil and Water Conservation District
Lewiston Orchards Irrigation District
Lewiston-Nez Perce County Regional Airport Authority
Lincoln County Recreation District
Little Blacktail Ranch Water District
Little Wood River Library District
Lizard Butte Library District
Lost River Highway District
M&T Water and Sewer District
Mackay Free Library District
Madison Library District

Oregon

Gaston School District 511 J
Gervais School District
Gladstone School District
Glendale School District No. 77
Glide School District
Grant County Education Service District
Grant School District No. 3
Grants Pass School District No. 7
Greater Albany Public School District 8J
Gresham-Barlow School District
Harney County School District No. 3
Harney Education Service District
Harper School District No. 66
Harrisburg School District No. 7
Helix School District No. 1-R
Hermiston School District
High Desert Education Service District
Hillsboro School District No. 1J
Hood River County School District
Huntington School District No. 16J
Imbler School District No. 11
InterMountain Education Service District
Ione School District R2
Jackson County School District No. 9
Jackson Education Service District
Jefferson County School District No. 509-J
Jefferson School District
Jewell School District No. 8
John Day School District No. 3
Jordan Valley School District No. 3
Joseph School District No. 6
Junction City School District No. 69
Klamath County School District
Klamath Falls City Schools
Knappa School District
La Grande School District No. 1
Lake County School District No. 7
Lake Ed Service District
Lake Oswego School District No. 7J
Lakeview School District No. 7
Lane Education Service District
Lebanon Community School District No. 9
Lincoln County School District
Linn-Benton-Lincoln Education Service District
Long Creek School District No. 17
Lowell School District No. 71
Mapleton School District No. 32
Marcola School District No. 79J
McKenzie School District
McMinnville School District No. 40
Medford School District No. 549C
Milton-Freewater School District No. 7
Mitchell School District No. 55
Molalla River School District
Monument School District
Morrow County School District
Mt. Angel School District
Multnomah Education Service District Consortium
Myrtle Point School District
Neah-Kah-Nie School District No. 56
Nestucca Valley School District No. 101
New Hope Christian Schools
Newberg School District No. 29J
North Bend School District No. 13
North Central Education Service District
North Clackamas School District No. 12
North Douglas School District No. 22
North Lake School District
North Marion School District No. 15
North Santiam School District No. 29
North Wasco County School District No. 21
Northwest Regional Education Service District
Nyssa School District No. 26
Oakland School District
Oakridge School District No. 76
Ontario School District No. 8C
Oregon City School District No. 62
Oregon Trail School District No. 46
Paisley School District No. 11
Parkrose School District No. 3
Pendleton School District No. 16
Perrydale School District No. 21J
Philomath School District No. 17J
Phoenix-Talent School District
Pilot Rock School District No. 2
Pine Eagle School District No. 61
Pinehurst School District
Pleasant Hill School District
Plush School District 18
Port Orford-Langlois School District No. 2CJ
Portland Public School District No. 1
Powers School District No. 31
Prairie City School District No. 4
Prospect School District

South Carolina

Lancaster County School District
Laurens County School District No. 55
Laurens County School District No. 56
Lee County School District
Legacy Charter Schools
Lexington County School District No. 1
Lexington County School District No. 2
Lexington County School District No. 3
Lexington County School District No. 4
Lexington-Richland Counties School District No. 5
Marion County School District
Marion County School District No. 7
Marlboro County School District
McCormick County School District
Newberry County School District
Oconee County School District
Orangeburg Consolidated School District Four
Orangeburg County Consolidated School District No. 3
Orangeburg County Consolidated School District No. 5
Pickens County School District
Richland County School District No. 1
Richland County School District No. 2
Rock Hill School District No. 3
Saluda School District No. 1
South Carolina Public Charter School District
Spartanburg County School District No. 1
Spartanburg County School District No. 2
Spartanburg County School District No. 3
Spartanburg County School District No. 4
Spartanburg County School District No. 5
Spartanburg County School District No. 6
Spartanburg County School District No. 7
Sumter School District
Sumter School District No. 17
Sumter School District No. 2
Union County School District
Ware Shoals School District No. 51
Williamsburg County Schools
Williston School District No. 29
York School District No. 1

Special District

Abbeville Housing Authority
Aiken Housing Authority
Anderson Housing Authority
Atlantic Beach Housing Authority
Beaufort Housing Authority
Beaufort-Jasper Water and Sewer Authority
Beech Island Rural Community Water District
Belton-Honea Path Water Authority
Bennettsville Housing Authority
Berea Public Service District
Berkeley County Water and Sanitation Authority
Big Creek Water and Sewerage District
Bluffton Township Fire District
Boiling Springs Fire District, Greenville County
Broad Creek Public Service District
Buffalo-Mt. Pisgah 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 Naval Complex Redevelopment Authority
Charleston Soil and Water Conservation District
Cheraw Housing Authority
Chester Housing Authority
Chester Metropolitan District
Chester Sewer District
Coast Regional Transportation Authority
Columbia Housing Authority
Conway Housing Authority
Daniel Morgan Water District
Darlington County Fire District
Darlington County Water and Sewer Authority
Darlington Housing Authority
Donalds-Due West Water and Sewer Authority
Dorchester County Sales Tax Transportation Authority
Dorchester County Water Authority
Duncan Chapel Fire District
Easley Housing Authority
Easley-Central Water District
East Richland County Public Service District
Edgefield County Water and Sewer Authority
Florence Housing Authority
Fort Mill Housing Authority
Fripp Island Public Service District
Gaffney Housing Authority
Gaston Rural Community Water District
Georgetown County Water and Sewer District
Georgetown Housing Authority
Gilbert-Summit Rural Water District
Grand Strand Water and Sewer Authority
Greenville Arena District

Utah

Central Iron County Water Conservancy District
Central Utah Water Conservancy District
Central Weber Sewer Improvement District
Charleston Water Conservancy District
Copperton Improvement District
Cottonwood Improvement District
Davis Community Housing Authority
Davis County Housing Authority
Davis-Salt Lake Aerial Spray Authority
Duchesne County Upper Country Water Improvement District
Duchesne County Water Conservancy District
Emery County Housing Authority
Emery County Municipal Building Authority
Emery County Special Service District No. 1
Emery Water Conservancy District
Emigration Improvement District
Fruitland Special Service District
Garden City Fire District
Grand County Housing Authority
Granger-Hunter Improvement District
Heber Valley Special Service District
Hooper Water Improvement District
Jensen Water Improvement District
Johnson Water Improvement District
Jordan Valley Water Conservancy District
Jordanelle Special Service District
Juab Special Service Fire District
Kane County Water Conservancy District
Kearns Improvement District
Lake Point Improvement District
Logan-Cache Airport Authority
Maeser Water and Sewer Improvement District
Magna Mosquito Abatement District
Magna Water District
Metropolitan Water District of Salt Lake and Sandy
Midvalley Improvement District
Midway Sanitation District
Milford Area Healthcare Service District
Moab Mosquito 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 Fork Special Services 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
Ouray Park Water Improvement District
Park City Fire 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
Scofield Reservoir Special Service District
Sevier County Special Service District No. 1
Skyline Mountain Special Service District
Snyderville Basin Special Recreation 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
Stansbury Park Improvement District
Strawberry Electric Service District
Sugar House Park Authority
Tabby Valley Park Special Service District
Taylorsville-Bennion Improvement District
Thompson Special Service District
Timpanogos Special Service District
Tooele County Housing Authority
Tooele County Recreation Special Service District
Tridell-Lapoint Water Improvement District
Uintah Animal Control and Shelter Special Service District
Uintah County Municipal Building Authority
Uintah Fire Suppression Special Service District
Uintah Health Care Special Service District

Washington

Washington State University
Washington State University, Vancouver
Wenatchee Valley College
Western Washington University
Whatcom Community College
Yakima Valley Community College

Education (K-12)

Aberdeen School District No. 5
Adna School District No. 226
Almira School District No. 17
Anacortes School District No. 103
Arlington Public Schools
Asotin-Anatone School District
Auburn School District No. 408
Bainbridge Island School District No. 303
Battle Ground School District No. 119
Bellevue Christian School District
Bellevue School District No. 405
Bellingham School District No. 501
Benge School District No. 122
Bethel School District No. 403
Bickleton School District
Blaine School District No. 503
Boistfort School District No. 234
Bremerton School District
Brewster School District No. 111
Bridgeport School District No. 75
Brinnon School District No. 46
Burlington-Edison School District No. 100
Camas School District
Cape Flattery School District No. 401
Capital Region Educational Service District No. 113
Carbonado Historical School District No. 19
Cascade Christian Schools
Cascade School District No. 228
Cashmere School District No. 222
Castle Rock School District No. 401
Central Kitsap School District No. 401
Central Valley School District No. 356
Centralia School District No. 401
Chehalis School District No. 302
Cheney School District No. 360
Chewelah School District No. 36
Chief Leschi School System
Chimacum School District No. 49
Clarkston School District No. J250-185
Cle Elum-Roslyn School District
Clover Park School District No. 400
Colfax School District No. 300
College Place School District No. 250
Colton School District No. 306
Columbia School District No. 206
Columbia School District No. 206, Stevens County
Columbia School District No. 400
Colville School District No. 115
Concrete School District No. 11
Conway Consolidated School District No. 317
Cosmopolis School District
Coulee-Hartline School District No. 151
Coupeville School District No. 204
Crescent School District
Creston School District No. 73
Curlew School District No- 50
Cusick School District
Darrington School District No. 330
Davenport 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. 90, Yakima County
Eastmont School District No. 206
Eatonville School District No. 404
Edmonds School District No. 15
Educational Service District No. 112
Ellensburg School District No. 401
Elma School District No. 68
Endicott School District No. 308
Entiat School District No. 127
Enumclaw School District No. 216
Ephrata School District No. 165
Evaline School District No. 36
Everett School District No. 2
Evergreen School District No. 114, 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 Pierce School District No. 402
Freeman School District No. 358
Garfield School District No. 302

Hawaii

Idaho

Marsing Rural Fire District
McCall Fire Protection District
McCall Memorial Hospital District
Meridian Cemetery Maintenance District
Meridian Library District
Meridian Rural Fire Protection District
Mica Kidd Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain Rides Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Custer Hospital District
North Kootenai Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie-River Library District
Progressive Irrigation District
Raft River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Ross Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
Sam Owen Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Settlers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
South Bannock Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Custer Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southwestern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Warm Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District

Oregon

Rainier School District No. 13
Redmond School District No. 2J
Reedsport School District No. 105
Region 9 Education Service District
Reynolds School District No. 7
Riddle School District No. 70
Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Santiam Canyon School District No. 129J
Santiam Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District No. 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

Special District

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Aumsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Bandon Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Boring Water District No. 24
Boulder Creek Retreat Special Road District
Brownsville Rural Fire District
Buell-Red Prairie Water District
Bunker Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Cannon Beach Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Chiloquin-Agency Lake Rural Fire Protection District
Christmas Valley Domestic Water Supply District
Christmas Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District

South Carolina

Greenville County Recreation District
Greenville County Redevelopment Authority
Greenville Housing Authority
Greenville Transit Authority
Greenwood Metropolitan District
Greer Housing Authority
Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homeland Park Water and Sewer District
James Island Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McColl Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Mitford Water and Sewer District
Mullins Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Saluda County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slater-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Starr-Iva Water and Sewer District
Startex-Jackson-Wellford-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Taylors Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield Stateburg Water District
West Anderson Water District
Westview-Fairforest Fire District
Whitney Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

State

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health

Utah

Uintah Highlands Water and Sewer Improvement District
Uintah Mosquito Abatement District
Uintah Recreation District
Uintah Transportation Special Service District
Uintah Water Conservancy District
Unified Fire Authority
Utah County Housing Authority
Utah Paiute Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Mosquito Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

State

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

Tribal

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

Washington

Glenwood School District
Goldendale School District
Grand Coulee Dam School District
Grandview School District No. 200
Granger School District No. 204
Granite Falls School District No. 332
Grapeview School District No. 54
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Hood Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kahlotus School District No. 56
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No- 406
Lynden School District No. 504
Mabton School District No. 120
Mansfield School District No. 207
Manson School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Meridian School District No. 505
Methow Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Mukilteo School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Naselle-Grays River Valley School District No.165
Nespelem School District No. 14
Newport School District No. 56-415
Nine Mile Falls School District No. 325/179
Nooksack Valley School District No. 506
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Oakesdale School District No. 324
Oakville School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Onion Creek School District No. 30
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65

Hawaii

Idaho

West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore 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-Bannock Tribes

Oregon

Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District
Colton 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
Coos County Airport District
Coos County Library Service District
Coquille Indian Housing Authority
Coquille Valley Hospital District
Corbett Water District
Corvallis Rural Fire Protection District
Cove Rural Fire Protection District
Crooked River Ranch Rural Fire Protection District
Crooked River Ranch Special Road District
Curry Health District
Curry Public Library District
Dallas Cemetery District No. 4
Dean Minard Water District
Dee Rural Fire Protection District
Deschutes County 911 Service District
Deschutes County Rural Fire District No. 1
Deschutes Valley Water District
Devils Lake Water Improvement District
Dexter Rural Fire Protection District
Douglas County Fire District No. 2
Douglas County Housing Authority
Douglas Soil and Water Conservation District
Drakes Crossing Rural Fire Protection District
Dufur Recreation District
Eagle Valley Soil and Water Conservation District
East Fork Irrigation District
East Multnomah Soil and Water Conservation District
East Umatilla County Health District
East Valley Water District
Echo Rural Fire District
Elsie-Vinemaple Rural Fire Protection District No. 11
Emerald People's Utility District
Estacada Rural Fire District No. 69
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
Gleneden Sanitary District
Goshen 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
Hahlen Road Special District
Halsey-Shedd Rural Fire Protection District
Hamlet Rural Fire Protection District
Harbor Sanitary District
Harbor Water Public Utility District
Harney District Hospital
Harney Soil and Water Conservation District
Harriman Rural Fire Protection District
Hazeldell Rural Fire Protection District
Hebo Joint Water and Sewer Authority
Heceta Water District
Hermiston Cemetery District
Hermiston Fire and Emergency Services District
Hermiston Irrigation District
Hood River County Library District
Hood River County Transportation District
Hood River Valley Parks and Recreation District
Hoodland Fire District No. 74
Hubbard Rural Fire Protection District
Ice Fountain Water District
Illinois Valley Rural Fire Protection District
Ione Rural Fire Protection District
Irrigon 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

South 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

Township

Township of Grand Meadow

Tribal

Catawba Indian Nation

Utah

Washington

Oroville School District No. 410
Orting School District No. 344
Othello School District
Palisades School District No. 102
Palouse School District No. 301
Pasco School District No. 1
Pateros School District
Paterson School District No. 50
Pe Ell School District No. 301
Peninsula School District
Pioneer School District No. 402
Pomeroy School District No. 110
Port Angeles School District No. 121
Port Townsend School District No. 50
Prescott School District No. 402-37
Pride Prep Schools
Prosser School District No. 116
Puget Sound Educational Service District
Pullman School District No. 267
Puyallup School District No. 3
Queets-Clearwater School District No. 20
Quilcene School District No. 48
Quillayute Valley School District No. 402
Quincy School District No. 144
Rainier School District No. 307
Raymond School District No. 116
Reardan-Edwall School District
Renton School District No. 403
Republic School District
Richland School District No. 400
Ridgefield School District No. 122
Ritzville School District
Riverside School District
Riverview School District No. 407
Rochester School District
Rosalia School District No. 320
Royal School District
San Juan Island School District No. 149
Satsop School District No. 104
Seattle Public Schools
Sedro-Woolley School District No. 101
Selah School District No. 119
Selkirk School District No. 70
Sequim School District No. 323
Shaw Island School District No. 10
Shelton School District No. 309
Shoreline School District No. 412
Skykomish School District
Snohomish School District No. 201
Snoqualmie Valley School District No. 410
Soap Lake School District No. 156
South Bend School District No. 118
South Kitsap School District No. 402
South Whidbey School District No. 206
Southside School District
Spokane Public Schools
Sprague School District
St. John School District No. 322
Stanwood-Camano School District No. 401
Steilacoom Historical School District No. 1
Steptoe School District No. 304
Stevenson-Carson School District No. 303
Sultan School District No. 311
Summit Valley School District 202
Sumner School District No. 320
Sunnyside School District No. 201
Tacoma School District No. 10
Taholah School District No. 77
Tahoma School District No. 409
Tekoa School District No. 265
Tenino School District No. 402
Thorp School District No. 400
Toledo School District No. 237
Tonasket School District
Toppenish School District No. 202
Touchet School District No. 300
Toutle Lake School District No. 130
Trout Lake School District No. R-400
Tukwila School District No. 406
Tumwater School District No. 33
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
Vashon Island School District No. 402
Wahkiakum School District No. 200
Wahluke School District No. 73
Waitsburg School District
Walla Walla School District No. 140
Wapato School District No. 207
Warden School District No. 146-161
Washington Schools Risk Management Pool
Washington State Educational Service District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washtucna School District
		Keating Soil and Water Conservation District			Waterville School District No. 209
		Keizer Rural Fire Protection District			Wellpinit School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			**Special District**
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Malheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		Metro			Bellingham Housing Authority
		McMinnville Water & Light			Bellingham Public Development Authority
		Mid-County Cemetery Maintenance District			Benton County Diking District No. 1
		Middle Fork Irrigation District			Benton County Fire Protection District No. 1
		Miles Crossing Sanitary Sewer District			Benton County Fire Protection District No. 2
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 4
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 5
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 6
		Mohawk Valley Rural Fire District			Benton County Mosquito Control District
		Molalla River Improvement District			Benton County Public Utility District No. 1
		Molalla Rural Fire Protection District No. 73			Benton Irrigation District
		Monroe Rural Fire Protection District			Benton-Franklin Health District
		Morrow County Health District			Beverly Water District
		Mountain View Hospital District			Birch Bay Water and Sewer District
		Mt. Angel Fire District			Black Diamond Water District
		Multnomah County Drainage District No. 1			Bremerton Housing Authority
		Multnomah County Rural Fire Protection District No. 10			Buckhannon-Upshur County Airport Authority
		Multnomah County Rural Fire Protection District No. 14			Burbank Irrigation District No. 4
		Nesika Beach-Ophir Water District			Carnhope Irrigation District No 7
		Neskowin Regional Sanitary Authority			Cascadia Conservation District
		Neskowin Regional Water District			Cedar River Water and Sewer District
		Nestucca Rural Fire Protection District			Central Klickitat County Park and Recreation District
		Netarts Oceanside Sanitary District			Central Pierce Fire and Rescue District No. 6
		Netarts-Oceanside Rural Fire Protection District			Central Puget Sound Regional Transit Authority
		North Bay Rural Protection Fire District			Central Valley Ambulance Authority
		North Bend City/Coos-Curry Housing Authority			Chelan County Fire District No. 1
		North Central Public Health District			Chelan County Fire District No. 3
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 5
		North County Recreation District			Chelan County Fire District No. 6
		North Gilliam Cemetery District			Chelan County Fire District No. 7
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 8
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 9
		North Powder Rural Fire Protection District			Chelan County Public Hospital District No. 1
		North Sherman County Rural Fire Protection District			Chelan County Public Utility District No. 1
		North Unit Irrigation District			Chelan County/Wenatchee Housing Authority
		Northeast Oregon Housing Authority			Chelan-Douglas Health District
		Northern Wasco County Park and Recreation District			Chinook Water District
		Northern Wasco County People's Utility District			Chuckanut Community Forest Park District
		Northwest Oregon Housing Authority			Clallam Conservation District
		Nyssa Road Assessment District No. 2			Clallam County Fire District No. 2
		Nyssa Rural Fire Protection District			Clallam County Fire District No. 5
		Oak Hill Sanitary District			Clallam County Fire District No. 6
		Oak Lodge Sanitary District			Clallam County Fire Protection District No. 1
		Oak Lodge Water District			Clallam County Fire Protection District No. 3
		Oceanside Water District			Clallam County Fire Protection District No. 4
		Ochoco West Sanitary District			Clallam County Hospital District No. 1
		Odell Sanitary District			Clallam County Housing Authority
		Ontario Library District			Clallam County Parks and Recreation District No. 1
		Oregon Fire Districts Association			Clallam County Public Hospital District No. 2
		Oregon Infrastructure Finance Authority			Clallam County Public Utility District No. 1
		Oregon Trail Library District			Clark County Fire District No. 10
		Oregon Water Wonderland Unit II Sanitary District			Clark County Fire District No. 11
		Owyhee Irrigation District			Clark County Fire District No. 13

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No- 1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Ellensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Siuslaw Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Fire District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			Freeland Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatan Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevert Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Slope Water District			Grays Harbor Transportation Authority
		West Valley Housing Authority			Greater Wenatchee Irrigation District
		Western Lane Ambulance District			Greater Wenatchee Regional Events Center Public Facilities District
		Westport Wauna Rural Fire Protection District			Green Tank Irrigation District No. 11
		Westwood Hills Road District			Hartstene Pointe Water-Sewer District
		Wiard Memorial Park District			Highland Water District
		Wickiup Water District			Highlands Sewer District
		Willamalane Park and Recreation District			Highline Water District
		Williams Rural Fire Protection District			Historic Seattle Preservation and Development Authority
		Willow Creek Park District			Holmes Harbor Sewer District
		Winchester Bay Sanitary District			Hunters Water District
		Winston-Dillard Fire District			Hydro Irrigation District No. 9
		Winston-Dillard Water District			Icicle Irrigation District
		Woodburn Rural Fire Protection District			Inchelium Water District
		Yamhill County Housing Authority			Irvin Water District No. 6
		Yamhill Fire Protection District			Island County Fire District No. 3
		Youngs River-Lewis and Clark Water District			Island County Fire Protection District No. 1
		State			Island County Housing Authority
		Oregon Department of Administrative Services			Jefferson County Conservation District
		Oregon Department of Revenue			Jefferson County Fire District No. 5
		Oregon Health Licensing Agency			Jefferson County Fire Protection District No. 1
		Oregon Higher Education Coordinating Commission			Jefferson County Fire Protection District No. 3
		Oregon Secretary of State			Jefferson County Public Utility District No. 1
		Oregon State Board of Nursing			Jefferson County Water District No. 3
		State of Oregon			Jefferson Transit Authority
		Tribal			Juniper Beach Water District
		Burns Paiute Tribe			Kapowsin Water District
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Kelso Housing Authority
		Confederated Tribes of Grand Ronde Community			Kennewick Housing Authority
		Confederated Tribes of Siletz Indians			Kennewick Irrigation District
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Public Facilities District
		Confederated Tribes of the Warm Springs			Kennewick Public Hospital District
		Coquille Indian Tribe			Kent Fire Department Regional Fire Authority
		Klamath Tribes			Key Peninsula Metro Parks District
					King County Airport District No. 1
					King County Ferry District
					King County Fire Protection District No. 16
					King County Fire Protection District No. 2
					King County Fire Protection District No. 20
					King County Fire Protection District No. 25
					King County Fire Protection District No. 27
					King County Fire Protection District No. 28
					King County Fire Protection District No. 34
					King County Fire Protection District No. 37
					King County Fire Protection District No. 40
					King County Fire Protection District No. 43
					King County Fire Protection District No. 44
					King County Fire Protection District No. 45
					King County Fire Protection District No. 47
					King County Fire Protection District No. 50
					King County Flood Control District
					King County Hospital District No. 4
					King County Housing Authority
					King County Public Hospital District No. 1
					King County Public Hospital District No. 2
					King County Water District No. 1
					King County Water District No. 111
					King County Water District No. 117
					King County Water District No. 119
					King County Water District No. 125
					King County Water District No. 19
					King County Water District No. 20
					King County Water District No. 45
					King County Water District No. 49
					King County Water District No. 54
					King County Water District No. 90
					Kitsap Conservation District
					Kitsap County Consolidated Housing Authority
					Kitsap County Fire District No. 18
					Kitsap County Public Utility District No. 1
					Kitsap County Rural Library District
					Kitsap Public Health District
					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
					Klickitat County Fire District No. 14
					Klickitat County Fire District No. 15
					Klickitat County Fire District No.1
					Klickitat County Fire Protection District No. 4
					Klickitat County Fire Protection District No. 5
					Klickitat County Port District No. 1
					Klickitat County Public Hospital District No. 1
					Klickitat County Public Hospital District No. 2
					Klickitat County Public Utility District No. 1
					Lacey Fire District 3
					Lake Chelan Reclamation District
					Lake Chelan Sewer District
					Lake Forest Park Water District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lake Stevens Sewer District
					Lake Wenatchee Water District
					Lake Whatcom Water and Sewer District
					Lakehaven Utility District
					Lakewood Water District
					Lenora Water and Sewer District
					Lewis County Conservation District
					Lewis County Fire District No. 1
					Lewis County Fire District No. 11
					Lewis County Fire District No. 13
					Lewis County Fire District No. 18
					Lewis County Fire District No. 9
					Lewis County Fire Protection District No. 14
					Lewis County Fire Protection District No. 16
					Lewis County Fire Protection District No. 2
					Lewis County Fire Protection District No. 5
					Lewis County Fire Protection District No. 6
					Lewis County Fire Protection District No. 8
					Lewis County Hospital District No. 1
					Lewis County Public Facilities District
					Lewis County Public Utility District No. 1
					Lewis County Water District No. 1
					Lewis County Water District No. 3
					Lewis Public Transportation Benefit Area Authority
					Liberty Lake Sewer and Water District
					Lincoln County Fire District No. 1
					Lincoln County Fire District No. 4
					Lincoln County Fire Protection District No. 5
					Lincoln County Fire Protection District No. 6
					Lincoln County Fire Protection District No. 8
					Lincoln County Hospital District No. 3
					Lincoln-Adams County Fire Protection District No. 3
					Longview Housing Authority
					Lopez Island Library District
					Lower Elwha Housing Authority
					Lower Squilchuck Irrigation District
					Lummi Housing Authority
					Lummi Tribal Sewer and Water District
					Makah Housing Authority
					Malaga Water District
					Manchester Water District
					Manson 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
					Methow Valley Irrigation District
					Mid-Columbia Library District
					Midway Sewer District
					Moab Irrigation District No. 20
					Moses Lake Irrigation and Rehabilitation District
					Mukilteo Water and Wastewater District
					Naches-Selah Irrigation District
					North Beach Water District
					North Central Washington Economic Development District
					North City Water District
					North County Regional Fire Authority
					North Highline Fire District
					North Perry Avenue Water District
					North Whidbey Park and Recreation District
					Northeast Sammamish Sewer and Water District
					Northshore Utility District
					Northwest Park and Recreation District No. 2
					Okanogan Conservation District
					Okanogan County Cemetery District No. 4
					Okanogan County Fire District No. 6
					Okanogan County Fire Protection District No. 11
					Okanogan County Housing Authority
					Okanogan County Public Hospital District No. 3
					Okanogan County Public Hospital District No. 4
					Okanogan County Public Utility District No. 1
					Okanogan Fire Protection District No. 16
					Okanogan Irrigation District
					Olympic View Water and Sewer District
					Olympus Terrace Sewer District
					Orcas Island Library District
					Orchard Avenue Irrigation District No. 6
					Oroville Housing Authority
					Oroville-Tonasket Irrigation District
					Othello Housing Authority
					Pacific Conservation District
					Pacific County Fire District No. 2
					Pacific County Fire Protection District No. 1
					Pacific County Fire Protection District No. 3

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2
					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peshastin Irrigation District
					Peshastin 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
					Ponderay Shores Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 3
					Public Utility District No- 1
					Puyallup Tribal Health Authority
					Quileute Housing Authority
					Quinault Housing Authority
					Quincy-Columbia Basin Irrigation District
					Renton Housing Authority
					Richland Housing Authority
					Richland Public Facilities District
					Ronald Wastewater District
					Roza Irrigation District
					Sacheen Lake Sewer and Water District
					Sammamish Plateau 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
					Selah-Moxee Irrigation District
					Si View Metropolitan Park District
					Silver Lake Flood Control District
					Silver Lake Water And Sewer District
					Silverdale Water District
					Skagit Conservation District
					Skagit County Cemetery District No. 2
					Skagit County Fire District No. 10
					Skagit County Fire District No. 11
					Skagit County Fire District No. 15
					Skagit County Fire District No. 9
					Skagit County Fire Protection District No. 13
					Skagit County Fire Protection District No. 14
					Skagit County Fire Protection District No. 2
					Skagit County Fire Protection District No. 3
					Skagit County Fire Protection District No. 4
					Skagit County Fire Protection District No. 5
					Skagit County Fire Protection District No. 8
					Skagit County Housing Authority
					Skagit County Public Hospital District No. 1
					Skagit County Public Hospital District No. 2
					Skagit County Public Hospital District No. 304
					Skagit County Public Utility District No. 1
					Skagit County Sewer District No. 1
					Skagit County Sewer District No. 2
					Skagit Valley Public Hospital District No. 1
					Skamania County Fire District No. 1
					Skamania County Fire District No. 4
					Skamania County Public Hospital District No. 1
					Skamania County Public Utility District No. 1
					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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Fire Protection District No. 21
					Snohomish County Fire Protection District No. 22
					Snohomish County Fire Protection District No. 25
					Snohomish County Fire Protection District No. 28
					Snohomish County Fire Protection District No. 3
					Snohomish County Fire Protection District No. 7
					Snohomish County Housing Authority
					Snohomish County Public Hospital District No. 1
					Snohomish County Public Hospital District No. 2
					Snohomish County Public Utility District No. 1
					Snohomish Health District
					Snohomish River Regional Water Authority
					Snoqualmie Valley Hospital District
					South Columbia Basin Irrigation District
					South Correctional Entity Public Development Authority
					South Naches Irrigation District
					South Whatcom Fire Authority
					South Whidbey Parks and Recreation District
					South Yakima Conservation District
					Southwest Suburban Sewer District
					Spokane Conservation District
					Spokane County Fire District No. 12
					Spokane County Fire District No. 2
					Spokane County Fire District No. 4
					Spokane County Fire Protection District No. 10
					Spokane County Fire Protection District No. 11
					Spokane County Fire Protection District No. 13
					Spokane County Fire Protection District No. 3
					Spokane County Fire Protection District No. 5
					Spokane County Fire Protection District No. 8
					Spokane County Fire Protection District No. 9
					Spokane County Library District
					Spokane County Water District No. 3
					Spokane Housing Authority
					Spokane Indian Housing Authority
					Spokane Public Facilities District
					Spokane Regional Health District
					Spokane Transit Authority
					Startup Water District
					Steptoe Sewer District No. 1
					Stevens County Fire District No. 2
					Stevens County Fire District No. 6
					Stevens County Fire Protection District No. 1
					Stevens County Fire Protection District No. 10
					Stevens County Fire Protection District No. 12
					Stevens County Fire Protection District No. 5
					Stevens County Public Utility District No. 1
					Stevens County Rural Library District
					Stevens Pass Sewer District
					Sun Harbor Water District No. 3
					Sunnyside Housing Authority
					Sunnyside Valley Irrigation District
					Sunnyslope Water District
					Swinomish Housing Authority
					Tacoma Community Redevelopment Authority
					Tacoma Housing Authority
					Tacoma Metropolitan Park District
					Terrace Heights Sewer District
					Thea Foss 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
					Val Vue 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 Port 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
					Wallula Water District No. 1
					Washington State Convention Center Public Facilities District
					Washington State Major League Baseball Stadium Public Facilities District
					Washington State Tobacco Settlement Authority

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19
					Wells Ranch Irrigation District
					Wenatchee Reclamation District
					Wenatchee-Chiwawa Irrigation District
					West Sound Utility District
					Whatcom Conservation District
					Whatcom County Fire District No. 1
					Whatcom County Fire District No. 11
					Whatcom County Fire District No. 14
					Whatcom County Fire District No. 16
					Whatcom County Fire District No. 17
					Whatcom County Fire District No. 4
					Whatcom County Fire District No. 5
					Whatcom County Fire District No. 7
					Whatcom County Fire District No. 8
					Whatcom County Public Utility District No. 1
					Whatcom County Water District No. 12
					Whatcom County Water District No. 13
					Whatcom County Water District No. 2
					Whatcom County Water District No. 7
					Whatcom Transportation Authority
					Whidbey Island Public Hospital District
					Whitestone 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 Shore Memorial Pool District
					Williams Lake Sewer District No. 2
					Wine Science Center Development Authority
					Wollochet Harbor Sewer District
					Woodinville 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-Tieton 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
					Hoh Indian Tribe
					Jamestown S'Klallam Tribe
					Kalispel Tribe of Indians
					Lower Elwha Klallam Tribe
					Lummi Indian Nation
					Makah Tribe
					Muckleshoot Indian Tribe
					Nisqually Indian Tribe
					Nooksack Indian Tribe
					Port Gamble S'Klallam Tribe
					Puyallup Tribe of Indians
					Quileute Indian Tribe
					Quinault Indian Nation
					Samish Indian Nation
					Sauk-Suiattle Indian Tribe
					Skokomish Indian Tribe
					Snoqualmie Indian Tribe
					Spokane Tribe
					Squaxin Island Tribe
					Stillaguamish Tribe of Indians
					Suquamish Tribe
					Swinomish Indian Tribal Community
					Tulalip Tribes
					Upper Skagit Indian Tribe
					Yakama Nation Land Enterprise

EXHIBIT 1

Appendix C - Political Subdivision List for
Virginia

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Northampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Amelia County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castlewood Water and Sewage Authority	Charlotte County Public Schools	Charlotte County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Mary Washington		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia Foundation		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appomattox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Bedford	Dinwiddie County Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boones Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Lee County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisa County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheriton	Halifax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Claremont	Hampton Roads Regional Jail Authority	Lexington City Schools	Northumberland County			
Town of Clarksville	Hampton Roads Sanitation District	Loudoun County Public Schools	Nottoway County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Coeburn	James River Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Craigsville	Lee County Public Service Authority	Middlesex County Public Schools	Prince William County			
Town of Crewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dillwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools	Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Russell County			
Town of Dungannon	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Exmore	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Gate City	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince George County Public Schools	Tazewell County			
Town of Glasgow	Norfolk Airport Authority	Prince William County Schools	Tri-County Lake Administrative Commission			
Town of Glen Lyn	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Radford City Schools	Washington County			
Town of Goshen	Northern Neck Planning District Commission	Rappahannock County Public Schools	Westmoreland County			
Town of Gretna	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Grottoes	Northern Virginia Transportation Authority	Richmond County Public Schools	Wythe County			
Town of Halifax	Northwestern Regional Jail Authority	Roanoke City Public Schools	York County			
Town of Hamilton	NRV Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Pamunkey Regional Jail Authority	Rockbridge County Schools				
Town of Haysi	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Herndon	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Honaker	Peumansend Creek Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jonesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kenbridge	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keysville	Radford Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Louisa	Region 2000 Services Authority	Warren County Public Schools				
Town of Lovettsville	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Marion	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middletown	Richmond Regional Planning District Commission	Williamsburg-James City County Public Schools				
Town of Mineral	Rivanna Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Rivanna Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Riverside Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Narrows	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Onancock	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parksley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Pennington Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Pound	Southeastern Public Service Authority					
Town of Pulaski	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock-Essex County Airport Authority					
Town of Ridgeway	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazwell County Public Service Authority					
Town of Saltville	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Toms Brook-Maurertown Sanitary District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vint Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsulas Public Service Authority					
Town of Tangier	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Carolina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbanna	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Wired Road Authority					
Town of West Point	Wise County Public Service Authority					
Town of White Stone	Wise County Redevelopment and Housing Authority					
Town of Windsor	Woodway Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

SOURCEWELL℠ (Formerly NJPA) AWARDED VENDOR

REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by Sourcewell℠ (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.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO)	Initials of Authorized Representative

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

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

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

EXHIBIT B
INSURANCE REQUIREMENTS
(NOT APPLICABLE)

EXHIBIT C

EXHIBIT 1

HOLT of California | THE CAT Rental STORE

Sales Quote

Reference T19229

Invoice Amount: **$37,201.61**

1234 WEST CHARTER WAY, STOCKTON, CA 95206
STOCKTON-2 (209) 462-3660

Invoice Date: **01/25/2021 Mon 07:00 AM**
Delivery Date: **01/25/2021 Mon 07:00 AM**

Jobsite: **WILL CALL**
Contact: **CHAD REED**
Phone: **209-610-3726**
1465 S LINCOLN
STOCKTON, CA, 95206

Customer: **000527**
Bill to: **CITY OF STOCKTON**
FLEET MAINTENANCE
1465 S LINCOLN
STOCKTON, CA 95206

Written By: **Nick Owens**
Sales Rep: **NICK OWENS**
PO #: **SOURCEWELL**

Signed By:
Ordered By: **CHAD REED**

QTY	DESCRIPTION	PRICE	EXTENDED
	Sale Items		
	NEW 2021 FELLING FT-70-2 HX TRAILER 48' LONG DECK		
1.0	ID:CRSMISC SERIAL:CRS MISC ID	33,072.92	33,072.92
	Miscellaneous Items		
1	LIC ELECTRONIC F	30.00 each	30.00
1	LICENSE/REG	42.00 each	42.00
1	PDI CHARGE	900.00 each	900.00
1	DOCUMENT FEE	85.00 each	85.00
	State 7.25% County 0.5% City 1.25% Total Tax: 9%		3,071.69
		Total:	**37,201.61**

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

Estimated Total: 37,201.61

Holt of California Employee Signature	Employee Print Name	Customer Print Name	Title

Date Delivered		**Time**	**AM / PM**	**Customer Signature**	
Date Returned		**Time**	**AM / PM**	**Received, Holt of California**	
Date Called Off		**Time**	**AM / PM**	**Called Off By**	

1.PARTIES. This Sale Order/Quotation ("Agreement") is made by and between Holt of California dba The CAT Rental Store as seller ("Holt") and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.

2.SALE OF GOODS. Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement ("Goods"). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer's consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt's place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer's shipper. Customer shall pay for the Goods upon tender of the delivery of the Goods by Holt.

3.INSPECTION. Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer's acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.

4.WAIVER/AMENDMENTS. The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.

5.LIMITATION OF ACTIONS. Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action.

6.ASSIGNMENT. This Agreement may be assigned by Holt to a third party without the prior consent of Customer.

7.ATTORNEY'S FEES. In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.

8.VENUE. Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento, located in Sacramento, California.

9.CALIFORNIA LAW. This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.

10.INDEMNITY. Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

11.DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. THE GOODS SOLD UNDER THIS AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND HOLT DOES NOT WARRANT THAT THEY ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arriving in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

12.SECURITY INTEREST. Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

13.BILL of SALE FOR PROPERTY TAKEN IN TRADE. For value received, Customer grants, sells, transfers and delivers to Holt the trade in equipment ("Equipment") described on the Agreement. Customer hereby certifies that the Equipment is owned by Customer, and there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against the Equipment. Customer shall assume all risk of loss and/or damage to the Equipment, beyond normal wear, until it is delivered to Holt, and Holt shall not be obligated to take the Equipment in trade unless and until Holt accepts physical delivery of the Equipment.