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-MNR |
| **4. Cooperative Agency Initial Agreement Term:** | Start Date: 02/11/19<br>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<br>End Date: 02/11/2023 |
| **9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:** | Not to Exceed $22,920.31 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-MNR (“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 $22,920.31 per. fiscal year for the purchase of one Towmaster T-40 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 2

DocuSign Envelope ID: 9798F335-B288-4700-BDBA-542DB39BC623

**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-MNR

Proposer's full legal name: Monroe Towmaster, LLC

**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-MNR

---

**Vendor Authorized Signatures:**

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

**Vendor Name** Monroe Towmaster, LLC.

**Authorized Signatory's Title** Vice President of Sales

Chris Pokornowski
VENDOR AUTHORIZED SIGNATURE

Chris Pokornowski
(NAME PRINTED OR TYPED)

Executed on Feb. 8, 2019

Sourcewell Contract # 121918-MNR

EXHIBIT 2

# 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 2

**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 2

Home (/dashboard) > List of Bidding (/bidding/list) > Solicitation Details

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 2



**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 2

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 2

**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

**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

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

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

Order No.: 11643380
Client Reference No:

EXHIBIT 2

# 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 2

# Documents

**Documents**

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

EXHIBIT 2

## Categories

**Selected Categories**

| MERX Category (1) | |
|---|---|
| U | **Other**<br>Other |
| U | **Undefined**<br>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** |

EXHIBIT 2

# 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

EXHIBIT 2

The
New York State
Contract Reporter

*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 2

Public | Purchase™

Chat Help Logout Home New Bid Closed Bids My Stuff Tools

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**<br>(218) 895-4168<br>rfp@sourcewell-mn.gov<br>202 12th Street NE<br>P.O. Box 219<br>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 2

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<br>02:30:00 PM Alberta Time |
| **Closing** (MM/dd/yyyy): | 12/19/2018<br>04:30:59 PM Alberta Time |
| **Last Update** (MM/dd/yyyy): | 11/01/2018<br>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 2

**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 2

Sourcewell

Cooperative Purchasing Services & Programs News Join

EXHIBIT 2

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 2



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# EXHIBIT 2

## 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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EXHIBIT 2

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,<br>Accounting Dept<br>PO BOX 219<br><br>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 2

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 |

Sourcewell
Formerly NJPA

| | |
|---|---|
| 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 2

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 2

# 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
15F6CCFFA61E4A0...
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 2

**Form C**

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

Company Name: Monroe Towmaster, LLC.

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 |
|---|---|---|---|
| | | No Exceptions Taken | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Proposer's Signature:** Chris Pokorski **Date:** 12-17-18

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

LEGAL
HCP
Initials
Jan. 31, 2019
Date

EXHIBIT 2

**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: Monroe Towmaster, LLC. Date: 12/14/18

Company Address: 61381 US Hwy 12

City: Litchfield State: MN Zip: 55355

CAGE Code/DUNS: 080650105

Contact Person: Chris Pokornowski Title: Vice President of Sales and Marketing-Trailer Division

Authorized Signature: Chris Pokornowski

(Name printed or typed) Chris Pokornowski

EXHIBIT 2

DocuSign Envelope ID: 9798F335-B288-4700-BDBA-542DB39BC623

**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-MNR

Proposer's full legal name: Monroe Towmaster, LLC

**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
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 8, 2019

Sourcewell Contract # 121918-MNR

---

**Vendor Authorized Signatures:**

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

**Vendor Name** Monroe Towmaster, LLC.

**Authorized Signatory's Title** Vice President of Sales

Chris Pokornowski
VENDOR AUTHORIZED SIGNATURE

Chris Pokornowski
(NAME PRINTED OR TYPED)

Executed on Feb. 8, 2019

Sourcewell Contract # 121918-MNR

**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: Monroe Towmaster, LLC.

Address: 61381 US Hwy 12

City/State/Zip: Litchfield, MN 55355

Telephone Number: 800-462-4517

E-mail Address: chris@towmaster.com

Authorized Signature:

Authorized Name (printed): Chris Pokornowski

Title: VP of Sales and Marketing - Trailer Division

Date: 12-14-18

**Notarized**

Subscribed and sworn to before me this 14TH day of DECEMBER, 20 18

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

My commission expires: 31 JAN 2022

Signature:

MARK E. SVEJKOVSKY
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2022

EXHIBIT 2

**Form P**

## PROPOSER QUESTIONNAIRE

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

*Proposer* Name: Towmaster Trailers

Questionnaire completed by: Chris Pokornowski

### Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
   Terms offered are Net 30 days. Certificate of Origin will be supplied after receipt of payment in full.

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?
   There are third party vendors that we can and will work with to fulfill these needs for the Members.

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 Member, potential Member or dealer will contact Towmaster Trailers for all questions pertaining to the contract

   *Towmaster Trailers will provide the necessary quoting

   *Dealer or Towmaster will receive the Purchase Order (Made out to the local Dealer)

   *Dealer or Member will provide Towmaster Trailers with a copy of the Member Purchase Order

   *Towmaster Trailers will ship to the Dealer

   *Dealer will process the "Pre Delivery Inspection" and deliver to the Member location or Member may decide to pick up their trailer at the Dealership

   *Dealer will Invoice Member

   *Towmaster Trailers will use the company software system to generate the required reporting for sales to Sourcewell. In addition, we will use the actual Member Purchase Order as a "check" system to ensure 100% accuracy with reporting.

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?

   The P-card procurement payment process will not be accepted for items proposed for this contract.

### 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. Please see **Attachment P** for our Warranty Policy.

   - Do your warranties cover all products, parts, and labor?
     Towmaster Trailers warranty covers all products, parts and labor. These warranties are pertaining to a manufacturer defect.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  Yes, our warranties will have limitations if the product exceeds the warranty expiration date or if there is clear product abuse. We have a top rate warranty coverage program which meets or exceeds the industry standard warranties.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  Warranty coverage does include travel time however, mileage is not included.
- 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?
  Towmaster has dealer coverage in the United States and Canada therefore we anticipate no issue with providing all Members with a certified technician in the event of an issue. Work will be performed at a dealer location or a local repair facility.
- 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?
  Typically these items would be passed onto the manufacturer however, we are offering a "single source" solution for Sourcewell Members. All warranties will be submitted to Towmaster and will be processed on the Members behalf to the other original equipment manufacturers.
- What are your proposed exchange and return programs and policies?
  With the complexity and customization of many of our products, there is a no return policy on trailers. We do however offer a product guarantee therefore, if a trailer is not produced to the Members specification, it will be modified or replaced to meet Member expectation.

6) Describe any service contract options for the items included in your proposal.
   Any service contract options would be offered via our dealer network. Members would need to contact their local dealer and inquire about offerings. As a manufacturer, we do not offer any service contracts at this time.

**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.

   Towmaster engineers and produces high quality, high strength trailers for the construction, rental and municipal markets. Our trailers help transport equipment to and from the job sites in a simple and safe manner. The trailers we manufactuer come in capacities of 1,000 to 120,000 pounds. In these capacity ranges we have 99 different trailer models with length options and features that provide well over 400 trailer variations. We produce trailers that fit the needs of the customers. Satisfaction is our guarantee.

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.)

   Towmaster Trailers will offer a percentage of discount from the list price for all items proposed to Sourcewell Members.

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.

   Towmaster Trailers offering is a 16% discount from the MSRP/List Price. Please see **Attachment Q** for Sourcewell Pricing.

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.

___X___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.
The proposed offering to Sourcewell Members is based on anticipated quantity/volume purchases. However, in the event that a single Sourcewell Member orders a full load of trailers (8 or more) shipping to a single location, Towmaster will offer an additional 2% discount.

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.

The intention of Towmaster Trailers is to cover all options in this offering. In the event that a Sourcewell Member identifies a "custom" item that is required, Towmaster will source the item and supply a quote to the Sourcewell Member. The quote will be based on the same discount structure as listed in this proposal.

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.

**Shipping and Delivery**-These costs will be pre-paid and added to the Sourcewell Member invoices. The Members will be notified of these costs at the time of quote.

**Federal Excise Tax**-If applicable to the Member, there will be a 12% Federal Excise Tax added to any trailer with a Gross Vehicle Weight Rating (GVWR) greater than 26,000 pounds. This is a Federal requirement that will be paid directly to the Internal Revenue Service. If the Member provides a Federal Excise Tax Exemption Certificate, this tax is not required.

**Dealer Pre-Delivery Inspection**-These costs will be charged by the local dealer for purpose of inspecting all aspects of the trailer prior to delivering to the Sourcewell Member. This cost is a "pass through" cost to the Sourcewell Member.

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.

**Travel Expense**-If the Sourcewell Member decides to travel to the local dealer or our manufacturing facility to pick up their trailer.

**Shipping and Delivery Expenses**-As mentioned previously, these costs are in addition to our proposed Sourcewell princing. These are "pass through" costs that will be quoted to the Sourcewell Member at time of request.

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

**Canada**-These expenses are identical to the expenses mentioned above.

**Alaska, Hawaii and Offshore**-Towmaster Trailers will provide shipping to a Coastal US Port of the Sourcewell Members preference. The local dealer will work with the Member to arrange shipping from the specified Port to the Member. This will be a "pass through" expense for the Sourcewell Member and will quoted at time of request.

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

It is our intent to make product delivery a simple process for Soucewell Members. We provide a variety of options to get the product to the Member location. These options include: Pick up at factory by Member, Pick up at factory by 3rd Party Transporter of Members choice, Delivery and pick up at local dealership or Delivery direct to Member location.

In any situation where the product is being shipped, Towmaster Trailers will continuously negotiate competitive rates that will be pass along to the Sourcewell Members.

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.

With the requirement of the self-audit system and administrative fee, Towmaster Trailers will provide a simple automatic process. Each Member order will be entered into our order entry system with the required Sourcewell Contract Number. This will enable Towmaster to easily filter our software to provide detailed data pertaining to all Member orders. If we receive an order without the contract number, the order will be rejected until a contract number is applied to the Member Purchase Order. In addition to our software database, we will also keep the actual purchase order documentation to use as a dual check system to provide a 100% accuracy.

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.)
The proposed Administration Fee related the this potential contract is 1.5%. This proposed fee will be calculated by the percentage of sales under the Sourcewell Contract.

**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.

Towmaster trailers are manufacturers with safety and durability as top priority. Our engineering department uses Soldiworks Computer Aided Drafting System to design each trailer model. Within that, they use a computer Finite Element Analysis (F.E.A.) program that shows the design team potential stress levels on different areas of the trailer frame, tongue, deck, ramps, and axles and gives our engineers the information needed to develop a 2-to-1 margin safety factor when engineering our trailers. Towmaster uses more steel in our trailers to make sure we meet this 2 to 1 spec. Along with our design process, we also use state-of-the-art manufacturing processes to build our trailers. These include:

- Using top-grade first-run mill steel instead of recycled or lower grade materials. This reduces or eliminates the chances for stress cracks or weak spots in our trailer frames.
- Using top brand components like Dexter brand axles and Peterson L.E.D. lights that are proven in the marketplace for their quality, durability, and safety record.
- Laser cut parts from top-grade steel sheets so parts match without fitment errors.
- Formed frame rails, gussets, fenders, and other critical parts. Forming parts makes them stronger and attributes to the strict 2-to-1 safety factor we use.
- Load stress analysis to help us determine the best way to show a customer how to safely haul their equipment.
- Using T-1 grade and Grade 50 steel on all critical frame components, as opposed to standard A36 mild steel. T-1 steel has almost 3 times the strength of A36.
- Using thicker-webbed material to meet our safety margin, as opposed to some brands that use thinner materials to save costs.

- Formed frame rails, gussets, fenders, and other critical parts. Forming parts makes them stronger and attributes to the strict 2-to-1 safety factor we use.
- Load stress analysis to help us determine the best way to show a customer how to safely haul their equipment.
- Using T-1 grade and Grade 50 steel on all critical frame components, as opposed to standard A36 mild steel. T-1 steel has almost 3 times the strength of A36.
- Using thicker-webbed material to meet our safety margin, as opposed to some brands that use thinner materials to save costs.

These factors combine to put Towmaster trailers in the top tier of trailer manufacturers and continue our track record of being one of the safest trailers on the road.

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."

Towmaster designs trailers that are easy to own and easy to maintain. Standard maintenance such as making sure the axle hubs are properly lubricated, wheel lugs are properly tightened, and pivot areas are properly greased, are pretty much about all a person has to do to make our trailers last a long time. With that in mind, Towmaster backs every trailer we build with an exceptional frame warranty of up to 10 years. We have a network of dealers who can help with service, maintenance, and repairs, and we also offer warranty work and repair at our factory. In rare and extreme cases, Towmaster has sent our experts to the field to repair trailers at their locations. This is the kind of personal service our customers can expect from Towmaster.

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

In the 40-plus years of manufacturing equipment hauling trailers, Towmaster has never been involved in a dispute, nor has our product ever caused an accident due to our design and manufacturing processes. Our warranty proves to be very low at less than one-percent of our gross sales year-after-year. We prove this by offering up to 10-years warranty on our trailer frames and we are backed by a multi-million dollar insurance policy. Towmaster builds for safety and longevity first and foremost because we care about the people on the road and our customers and would never put them in a position where our product caused them harm, physically or financially.

Signature: _____ Date: 12-17-18

EXHIBIT 2

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 2

**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
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst III, Sourcewell

**Sourcewell**SM
**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.*

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# 1 DEFINITIONS

## A. CONTRACT

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

## B. PROPOSER

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

## C. SOURCED GOOD or OPEN MARKET ITEM

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

## D. VENDOR

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

## 2 ADVERTISEMENT OF RFP

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

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

## 3 INTRODUCTION

### A. ABOUT SOURCEWELL

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

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

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

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

### B. JOINT EXERCISE OF POWERS LAWS

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

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

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

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

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

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

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

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

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

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

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

## D. THE INTENT OF THIS RFP

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

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

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

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

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

**3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

**3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

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

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

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

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

## E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a 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 |
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| | | | | | 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 |
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| | | | | | Pacific County Public Healthcare Services District No. 3 |
| | | | | | Pacific County Public Utility District No. 2 |
| | | | | | Pacific Hospital Preservation and Development Authority |
| | | | | | Palouse Conservation District |
| | | | | | Pasco/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 |
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| | | | | | 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 |
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| | | | | | 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 2

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 | | | |

EXHIBIT 2

| 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.

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

_____

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

# EXHIBIT B
# INSURANCE REQUIREMENTS
# (NOT APPLICABLE)

EXHIBIT 2
EXHIBIT C

HOLT of California | THE CAT Rental STORE

# Sales Quote

## Reference T19321

Invoice Amount: **$22,920.31**

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

Invoice Date: **01/22/2021 Fri 07:00 AM**
Delivery Date: **01/22/2021 Fri 07:00 AM**

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

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

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

Written By: **Nick Owens**
Sales Rep: **NICK OWENS**
PO #: **SOURCEWELL T40**

| QTY | DESCRIPTION | PRICE | EXTENDED |
|---|---|---|---|
| | **Sale Items** | | |
| | **NEW** | | |
| | TOWMASTER TRAILER T-40 | | |
| 1.0 | ID:CRSMISC SERIAL:CRS | 19,970.80 | 19,970.80 |
| | MISC ID | | |
| | **Miscellaneous Items** | | |
| 1 | LIC ELECTRONIC F | 30.00 each | 30.00 |
| 1 | DOCUMENT FEE | 85.00 each | 85.00 |
| 1 | LICENSE/REG | 42.00 each | 42.00 |
| 1 | PDI CHARGE | 900.00 each | 900.00 |
| | State 7.25% County 0.5% City 1.25% Total Tax: 9% | | 1,892.51 |
| | | **Total:** | **22,920.31** |

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: 22,920.31**

| 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.