

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

W. W. Grainger, Inc.	DATE ISSUED:	August 30, 2019
100 Grainger Parkway	CURRENT REFERENCE NO:	20-046-R
Lake Forest, Il 60045	CONTRACT TITLE:	Facility MRO Industrial Building Supplies

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-046-R including any attachments or amendments thereto.

EFFECTIVE DATE: August 30, 2019

EXPIRES: January 25, 2023

RENEWALS: ONE (1) RENEWAL

COMMODITY CODE(S): 96114

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT No. 20-046-R

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Chris Porter, Sr National Government
Sales Manager

VENDOR TEL. NO.: (940) 867-7602

EMAIL ADDRESS: Chris.Porter@grainger.com

COUNTY CONTACT: Angela Lucas, DPR, Administrative
Services

COUNTY TEL. NO.: (703) 228-3364

COUNTY CONTACT EMAIL: amlucas@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-046-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between W. W. Grainger, Inc. ("Contractor"), an Illinois corporation with a place of business at 100 Grainger Pkwy, Lake Forest, IL 60045 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A, RFP #121218, Exhibit B, Grainger Contract, Exhibit C Contract Acceptance and Award with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase Sourcewell wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than January 25, 2023 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if Sourcewell renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than one (1) additional twelve (12) month periods from January 25, 2023 to January 24, 2024 ("Subsequent Contract Term"). However, if Sourcewell does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the Sourcewell contract expiration date.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit C for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County.

The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide facility MRO (maintenance, repair & operations), industrial & building supplies with related equipment, accessories, supplies & services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred, and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it,

together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Chris Porter, Sr, National Government Sales Manager
W. W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045
Email: chris.porter@grainger.com

Contact Information for the Department of Parks and Recreation

Angela Lucas, Project Officer
2100 Clarendon Blvd Ste 414
Arlington, VA 22201
Email: amlucas@arlingtonva.us

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201
Attn: Sharon T. Lewis
Email: tprice@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured - The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and

any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

W. W. GRAINGER, INC.

AUTHORIZED
SIGNATURE: Tomeka Price

AUTHORIZED
SIGNATURE: 

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: RYAN STURBILL, GOVERNMENT DISTRICT SALES MANAGER

DATE: August 30, 2019

DATE: 8/29/19

EXHIBIT A



SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & SERVICES

RFP Opening

December 13, 2018 |

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #121218

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 #121218 FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & SERVICES. Details of this RFP are available beginning October 25, 2018. Details may be obtained by letter of request to Kim Austin, 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 12, 2018 at 4:30 p.m. Central Time at the above address and opened December 13, 2018 at 8:30 a.m. Central Time.

RFP Timeline

- | | |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| October 25, 2018 | Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia. |
| November 14, 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 5, 2018 | Deadline for RFP questions. |
| December 12, 2018
4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| December 13, 2018
8:30 a.m. CT | Public Opening of Proposals. |

Direct questions regarding this RFP to: Kim Austin at kim.austin@sourcewell-mn.gov or 218-895-4161.

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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 Sourcwell 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 FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & SERVICES.

3.17 Additional Scope Definitions: In addition to FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT,

ACCESSORIES, SUPPLIES & SERVICES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Related products and services addressing all, or a portion of, the following:

- a. Facilities MRO (Maintenance Repair & Operations)
- b. Industrial Supplies
- c. Tools & Equipment/Accessories
- d. Electrical Power Transmission & Supplies
- e. Mechanical Power Transmission
- f. Pneumatics/ Fluid Power
- g. Electrical and Lighting Products & Services
- h. Plumbing Supplies & Waterworks
- i. Construction & Building Supplies

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 office supplies, lab supplies, public safety equipment, fleet/vehicle maintenance supplies, vendor managed inventory, vending machines, facility security, HVAC, janitorial, generators, automotive related tools & products in their response to the extent that these solutions are an incidental portion of their proposal.

3.17.2.2 The primary focus of this solicitation is on facility MRO, industrial and building supplies. This solicitation should **NOT** be construed to include:

- a. Construction services, or
- b. vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
 - i. Athletic Surfacing with Related Materials, Supplies, Installation, And Services (See Sourcewell RFP #060518)
 - ii. Electrical Energy Power Generation with Related Parts, Supplies, and Services (see Sourcewell RFP #120617)
 - iii. Facility Security Equipment, Systems, and Services with Related Equipment and Supplies (see Sourcewell RFP #031517)
 - iv. HVAC Systems, Installation, and Service with Related Products and Supplies (see Sourcewell RFP #030817)
 - v. Public Safety and Emergency Management Related Equipment, Supplies, and Services (see Sourcewell RFP #121416)
 - vi. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (see Sourcewell RFP #101816)
 - vii. Janitorial Supplies and Related Custodial Products (see Sourcewell RFP #110415)
 - viii. Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions (see Sourcewell RFP #061015)
 - ix. Office, School, and Other Workplace-Related Supplies and Services (see Sourcewell RFP #010615)

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 FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & 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 FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

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

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

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

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

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

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

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

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

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The

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

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

G. SOLUTIONS-BASED SOLICITATION

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

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

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

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

B. PRE-PROPOSAL CONFERENCE

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

C. IDENTIFICATION OF KEY PERSONNEL

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

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

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

4.15 Submit all questions about this RFP, in writing, referencing FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & SERVICES to Kim Austin at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call Kim Austin at 218-895-4161. 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 FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT,

ACCESSORIES, SUPPLIES & SERVICES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & 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 \$300 Million.**

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

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

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

A. LINE-ITEM PRICING

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

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

E. CEILING PRICE

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

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

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

H. SOURCED GOOD or OPEN MARKET ITEM

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

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

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

5.28 “Cost plus a percentage” pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be

attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

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

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

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

L. SHIPPING

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

5.46 through 5.47 [These sections are intentionally blank.]

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

5.49 through 5.50 [These sections are intentionally blank.]

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

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

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

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

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 than permitted in the then current price list in order to offset the administrative fee.

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

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

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

6.29.6 [This section is intentionally blank.]

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

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

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

6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the

evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

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

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

K. WAIVER OF FORMALITIES

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

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

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

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

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

7.4 Specialized Service Requirements. In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized

performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

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

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

B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

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

C. REPORTING OF SALES ACTIVITY

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

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

D. AUDITS

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

E. HUB PARTNER

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

7.11 Hub Partner Fees: Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [Sourcewell Member name].”

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

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

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

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

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

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

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

7.14.6 The Vendor fails to properly report quarterly sales;

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

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice,

Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

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

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

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

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

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

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

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

8.6 through 8.7 [This section is intentionally blank.]

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

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

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

C. ASSIGNMENT OF CONTRACT

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

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

D. LIST OF PROPOSERS

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

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

F. DATA PRACTICES

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

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

that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

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

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

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

H. FORCE MAJEURE

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

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

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

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

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

K. NON-WAIVER OF RIGHTS

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

L. PROTESTS OF AWARDS MADE

8.25 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.

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

Proposer Name: _____ Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

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

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & 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: _____



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 G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & 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 _____



10 PRE-SUBMISSION CHECKLIST

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

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

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

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

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

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

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

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

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

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

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

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

SOURCEWELL CONTRACT
NUMBER:

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

Section 3. Detailed Explanation of Need for Changes

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

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

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

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

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

Section 4. Complete Restatement of Pricing Submitted

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

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

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

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

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

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

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

[Oregon](#)

[Hawaii](#)

[Washington](#)



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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Bannock County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Benewah County	Central Oregon Intergovernmental Council	Allendale County	CACHE County	Benton County
City and County of Honolulu	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Beneah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonner County	Coos County	Calhoun County	Emery County	Douglas County
Windward Community College	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hansiani Schools	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
State	Elmore County	Klamath County	Dorchester County	Salt Lake County	Kittitas County
Hawaii Department of Accounting and General Services	Franklin County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Finance and Administration	Fremont County	Lane Council of Governments	Fairfield County	Sangre County	Lewis County
Hawaii Department of Health	Gem County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Employer-Union Health Benefits Trust Fund	Gooding County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Health Systems Corporation	Idaho County	Linn County	Greenwood County	Tooele County	Okanogan County
State Of Hawaii	Jefferson County	Malheur County	Greenwood County	Uintah County	Pacific County
	Jerome County	Marion County	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lewis County	Polk County	Lancaster County	Weber County	Skamania County
	Lincoln County	Sherman County	Laurens County	Municipality	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Washington County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Walla Walla County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Washington County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Wheeler County	McCormick County	City of Beaver	Walla Walla County
	Power County	Yamhill County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Municipality	Ocoee County	City of Bluffdale	Whitman County
	Teton County	City of Adair Village	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adrian	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Albany	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Amity	Saluda County	City of Cedar City	Municipality
	Municipality	City of Arlington	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Ashland	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Astoria	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Athena	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Aumsville	York County	City of Coalville	City of Arlington
	City of Arco	City of Aurora	Municipality	City of Colorado City	City of Asotin
	City of Arimo	City of Baker City	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Bandon	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Banks	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Bay City	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Beaverton	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Bend	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Boardman	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Bliss	City of Brookings	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bloomington	City of Brownsville	City of Camden	City of Enoch	City of Blaine
	City of Boise	City of Burns	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Bonners Ferry	City of Canby	City of Charleston	City of Ephraim	City of Bothell
	City of Bovill	City of Cannon Beach	City of Chester	City of Escalante	City of Bremerton
	City of Buhl	City of Canyonville	City of Clemson	City of Eureka	City of Brewster
	City of Burley	City of Carlton	City of Clinton	City of Fairview	City of Bridgeport
	City of Caldwell	City of Cascade Locks	City of Columbia	City of Farmington	City of Brier
	City of Cambridge	City of Cave Junction	City of Conway	City of Farr West	City of Buckley
	City of Carey	City of Central Point	City of Darlington	City of Ferron	City of Burien
	City of Cascade	City of Chiloquin	City of Denmark	City of Fillmore	City of Burlington
	City of Castledford	City of Clatskanie	City of Dillon	City of Fountain Green	City of Camas
	City of Challis	City of Clatskanie	City of Easley	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Clatskanie	City of Florence	City of Garland	City of Cashmere
	City of Clayton	City of Clifton	City of Folly Beach	City of Grantsville	City of Castle Rock
	City of Clifton	City of Coeur d'Alene	City of Forest Acres	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coquille	City of Fountain Inn	City of Gunnison	City of Chehalis
	City of Council	City of Cornelius	City of Gaffney	City of Harrisville	City of Chelan
	City of Craigmont	City of Corvallis	City of Georgetown	City of Heber City	City of Cheney
	City of Crouch			City of Helper City	City of Chewelah

Idaho	Oregon	South Carolina	Utah	Washington
City of Culesac	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 Irwin	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 Duval
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 London	City of Electric City
City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
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 File
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 Wailuku	City of Naylor	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 Harrison
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 Kahlstus
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 Julietta	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 Kimberley	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 Murtough	City of Lebanon	Town of Cowpens	City of Santiquin	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 Springville	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 Ellorree	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 Toggerville	City of Newport
City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nookack
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

Idaho	Oregon	South Carolina	Utah	Washington
City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
City of Rigginis	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello
City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
City of Shoshone	City of Oakridge	Town of Jackson	Town of Bicknell	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalga	City of Port Townsend
City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabella	City of Poulsbo
City of St. Anthony	City of Pendleton	Town of Jenkinsville	Town of Antimony	City of Prosser
City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
City of Silettes	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
City of Tetonia	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Republic
City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
City of Ucon	City of Reedsport	Town of Lincolnton	Town of Cedar Fort	City of Ritzville
City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
City of Wilder	City of Sandy	Town of McColl	Town of Daniel	City of Sedro-Woolley
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
Higher Education	City of Scio	Town of Meaggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	Town of Monck's Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Silvertown	Town of North	Town of Genola	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
Education (K-12)	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sunner
Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinsckley	City of Takoa
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Tieton
Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Toledo
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarraville	City of Tukwila
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Tumwater
Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of Union Gap
Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koosharum	City of University Place
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vader
Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Waitsburg
Castleford Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Walla Walla
Challis Joint School District No. 181	City of Umatilla	Town of Salley	Town of Mantua	City of Wapato
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysville	City of Warden
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Washougal
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of Wenatchee
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of West Richland
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of Westport
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of White Salmon
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Winlock
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodinville
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	City of Woodland
Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Portage Utah	City of Yakima/Yakima County
Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Randoloh	City of Yelm
Garden Valley School District	City of Weston	Town of St. George	Town of Redmond	City of Zillah
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Consolidated Borough of Quil Ceda Village
Glenns Ferry Joint School District No. 192	City of Willamina	Town of St.uckey	Town of Rocky Ridge	Grays Harbor Council of Governments
Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Rush Valley	Town of Almira
Grace Joint School District No. 148	City of Winston	Town of Summertown	Town of Scipio	Town of Beaux Arts Village
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Scofield	Town of Bucoda
Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Sigurd	Town of Carbonado
Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Springdale	Town of Cathlamet
Homedale School District No. 370	City of Yamhill	Town of Swainsea	Town of Stockton	Town of Clyde Hill
Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmonsville	Town of Toquerville	Town of Colton
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Torrey	Town of Conconully
Independent School District of Boise City	Town of Butte Falls	Town of Turbeville	Town of Trenton	Town of Concrete
Jefferson County School District No. 251	Town of Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee City
Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Uintah	Town of Coulee Dam
Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	Town of Coupeville

Idaho	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Wallsburg	Town of Eatonville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Utah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Catsop Community College	Town of Williamston	Higher Education	Town of Endicott
Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Winnboro	Davis Applied Technology College	Town of Farmington
Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
Lewisston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
Mackay School District No. 182	Linn-Benton Community College	Alken Technical College	Mountainland Applied Technology College	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Utah State University	Town of Harrah
Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow College	Town of Hunts Point
McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tooele Applied Technology College	Town of Ione
Melba School District No. 136	Oregon State University	Denmark Technical College	Utah Basin Applied Technology College	Town of La Conner
Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
Midvale School District No. 433	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	Town of Latah
Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
Mullan School District 392	Southern Oregon University	Midlands Technical College	Education (K-12)	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	CACHE County School District	Town of Naches
Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelam
North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Oneida County School District No. 351	Education (K-12)	Techical College of the Lowcountry	Daggett School District	Town of Odessa
Orofino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 7j	Trident Technical College	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 4j	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Arroyo School District 29	University of South Carolina, Aiken	Millard School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Juab School District	Town of South Prairie
Rockland School District No. 382	Athena-Weston School District No. 29RU	Abbeville County School District	Kane County School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. 5j	Alken County Public Schools	Logan City School District	Town of Springdale
Salmon School District No. 291	Bandon School District	Allendale County School District	Millard School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Morgan School District	Town of Steilacoom
Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twisp
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washburn
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverly
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 28j	Berkeley County School District	Provo City School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Rich School District	Town of Yarrow Point
Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
Vallivue School District No. 139	Central School District No. 13j	Cherokee County School District	Salt Lake City School District	Bates Technical College
Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
Wallace School District No. 393	Clatskanie School District No. 6j	Chesterfield County School District	Sevier School District	Bellingham Technical College
Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
West Bonner County School District No. 83	Condon School District No. 25j	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clark Park Technical College
Wilder School District No. 133	Corvallis School District No. 509j	Delta R-V School District	Utah School District	Columbia Basin Community College
Special District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community Colleges of Spokane
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Dillon County School District No. 4	Weber School District	Everett Community College
Ashahka Water and Sewer District	Culver School District No. 4	Diocese Of Charleston Schools	Special District	Evergreen State College
Albion Highway District	Dallas School District No. 2	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
American Falls Free Library District	Dayton School District No. 8	Edgefield County Schools	Ballard Water and Sewer Improvement District	Highline Community College
American Falls Housing Authority	Dayville School District No. 16j	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
Atlanta Highway District	Douglas County School District	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
Avery Water and Sewer District	Douglas County School District No. 2	Florence County School District No. 2	Benchmark Water District	Northwest Indian College
Avondale Irrigation District	Douglas County School District No. 4	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
Bayview Water and Sewer District	Douglas Education Service District	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
Bear Lake County Library District	Dufur School District No. 29	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
Bench Sewer District	Eagle Point School District No. 9	Ft. Mill School District No. 4	Cache Valley Transit District	Rennton Technical College
Benehah County Free Library District	Echo School District No. 5	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
Big Canyon Fire District	Elgin School District	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
Blaine County Housing Authority	Elton School District No. 34	Greenwood County School District No. 50	Carbon County Municipal Building Authority	Skiaga Valley College
Blaine County Recreation District	Enterprise School District No. 21	Greenwood School District No. 52	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Bliss Fire District	Estacada School District No. 108	Hampton County School District No. 2	Carbon Water Conservancy District	Tacoma Community College
Boise Basin Library District	Eugene School District No. 4j	Hampton School District No. 1	Castle Valley Special Service District	University of Washington
Boise City/Ada County Housing Authority	Falls City School District	Horry County Schools	Cedar City Housing Authority	Walla Walla Community College
Boise-Kung Irrigation District	Fern Ridge School District No. 28j	Jasper County School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Bonneville County Fire District No. 1	Forest Grove School District	John de la Howe School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
Bruneau Valley District Library	Fossil School District 21j	Kershaw County School District	Central Davis County Sewer District	Washington State Student Achievement Council

Idaho	Oregon	South Carolina	Utah	Washington
Bruneau Water and Sewer District	Gaston School District 511 J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
Clark County District Library	Harney County School District No. 4	Marion County School District No. 7	Emery County Public District	Arlington Public Schools
Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
Clearwater Highway District	Hermiston School District	Oconee County School District	Emigration Improvement District	Battle Ground School District No. 119
Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Belleveue Christian School District
Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveue School District No. 405
Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
Custer Soil and Water Conservation District	Huntington School District No. 16J	Pickens County School District	Grange-Hunter Improvement District	Benge School District No. 122
Dietrich Fire District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietrich Highway District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Doumeq Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Downey Swan Lake Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
Dry Creek Cemetery Maintenance District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Eagle Fire Protection District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordan Valley Water Conservancy District	Brewster School District No. 111
Eagle Sewer District	Jefferson School District	Spartanburg County School District No. 2	Jordan Valley Water Conservancy District	Briggsport School District No. 75
East Bonner County Free Library District	Jewell School District No. 8	Spartanburg County School District No. 3	Jordan Valley Water Conservancy District	Brimnon School District No. 46
East Bonner County Library District	John Day School District No. 3	Spartanburg County School District No. 4	Jordan Valley Water Conservancy District	Burlington-Edison School District No. 100
East Greenacres Irrigation District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Jordan Valley Water Conservancy District	Camas School District
Eastern Idaho Public Health District	Joseph School District No. 6	Spartanburg County School District No. 6	Jordan Valley Water Conservancy District	Cape Flattery School District No. 401
Eastern Idaho Regional Wastewater Authority	Junction City School District No. 69	Spartanburg County School District No. 7	Jordan Valley Water Conservancy District	Capital Region Educational Service District No. 113
Elk River Free Library District	Klamath County School District	Sumter School District	Jordan Valley Water Conservancy District	Carbonado Historical School District No. 19
Elmore Soil and Water Conservation District	Klamath Falls City Schools	Sumter School District No. 17	Jordan Valley Water Conservancy District	Cascade Christian Schools
Fenn Highway District	Knappa School District	Sumter School District No. 2	Jordan Valley Water Conservancy District	Cascade School District No. 228
Ferdinand Highway District	La Grande School District No. 1	Union County School District	Jordan Valley Water Conservancy District	Cashmere School District No. 222
Fish Haven Mosquito Abatement District	Lakeview School District No. 7	Ware Shoals School District No. 51	Jordan Valley Water Conservancy District	Castle Rock School District No. 401
Fremont County District Library	Lakeview School District No. 7	Williamsburg County Schools	Jordan Valley Water Conservancy District	Central Kitsap School District No. 401
Friedman Memorial Airport Authority	Lane Education Service District	Williston School District No. 79	Jordan Valley Water Conservancy District	Central Valley School District No. 356
Garden Valley District Library	Lebanon Community School District No. 9	York School District No. 1	Jordan Valley Water Conservancy District	Centralia School District No. 401
Garden Valley Fire Protection District	Lincoln County School District	Special District	Jordan Valley Water Conservancy District	Chehalis School District No. 302
Garden Valley Recreation District	Lin-Benton-Lincoln Education Service District	Abbeville Housing Authority	Jordan Valley Water Conservancy District	Cheney School District No. 360
Gateway Fire Protection District	Long Creek School District No. 17	Aiken Housing Authority	Jordan Valley Water Conservancy District	Chevelah School District No. 36
Gem County Mosquito Abatement District	Lowell School District No. 71	Anderson Housing Authority	Jordan Valley Water Conservancy District	Chief Leschi School System
Glenns Ferry Highway District	Mapleton School District No. 32	Atlantic Beach Housing Authority	Jordan Valley Water Conservancy District	Chimacum School District No. 49
Golden Gate Highway District No. 3	Marcola School District No. 79J	Beaufort Housing Authority	Jordan Valley Water Conservancy District	Clarkston School District No. J250-185
Gooding County Memorial Hospital District	McKenzie School District	Beaufort-Jasper Water and Sewer Authority	Jordan Valley Water Conservancy District	Cle Elum-Roslyn School District
Grace District Library	McMinnville School District No. 40	Beech Island Rural Community Water District	Jordan Valley Water Conservancy District	Clover Park School District No. 400
Grangeville Highway District	Medford School District No. 549C	Belton-Hones Path Water Authority	Jordan Valley Water Conservancy District	Colfax School District No. 300
Granite Reeder Water and Sewer District	Milton-Freewater School District No. 7	Bennettsville Housing Authority	Jordan Valley Water Conservancy District	College Place School District No. 250
Greater Boise Auditorium District	Mitchell School District No. 55	Berea Public Service District	Jordan Valley Water Conservancy District	Colton School District No. 306
Greater Middleton Parks and Recreation District	Molalla River School District	Berkeley County Water and Sanitation Authority	Jordan Valley Water Conservancy District	Columbia School District No. 206
Greater Swan Valley Fire Protection District No. 2	Morrow County School District	Big Creek Water and Sewerage District	Jordan Valley Water Conservancy District	Columbia School District No. 206, Stevens County
Groveland Water and Sewer District	Mt. Angel School District	Bluffton Township Fire District	Jordan Valley Water Conservancy District	Columbia School District No. 400
Harbor View Estates Water and Sewer District	Multnomah Education Service District Consortium	Bolling Springs Fire District, Greeneville County	Jordan Valley Water Conservancy District	Columbia School District No. 115
Hayden Lake Irrigation District	Myrtle Point School District	Broad Creek Public Service District	Jordan Valley Water Conservancy District	Concrete School District No. 11
Hayden Lake Recreational Water and Sewer District	Neah-Kah-Nie School District No. 56	Buffalo-Mt. Pisgah Fire Protection District	Jordan Valley Water Conservancy District	Conway Consolidated School District No. 317
Hillsdale Highway District	Nestucca Valley School District No. 301	Burton Fire District	Jordan Valley Water Conservancy District	Cosmopolis School District
Homedale Highway District	New Hope Christian Schools	Central Midlands Regional Transit Authority	Jordan Valley Water Conservancy District	Coulee-Hartline School District No. 151
Hoo Doo Water and Sewer District	Newberg School District No. 29J	Charleston Area Regional Transportation Authority	Jordan Valley Water Conservancy District	Coupeville School District No. 204
Horseshoe Bend Fire Protection District	North Bend School District No. 13	Charleston County Aviation Authority	Jordan Valley Water Conservancy District	Crescent School District
Idaho Soil and Water Conservation District	North Central Education Service District	Charleston County Housing and Redevelopment Authority	Jordan Valley Water Conservancy District	Creston School District No. 73
Indian Valley Rural Fire District	North Clackamas School District No. 12	Charleston Housing Authority	Jordan Valley Water Conservancy District	Curlew School District No. 50
Iona-Bonneville Sewer District	North Douglas School District No. 22	Charleston Naval Complex Redevelopment Authority	Jordan Valley Water Conservancy District	Cusick School District
Island Park Fire District	North Lake School District	Charleston Soil and Water Conservation District	Jordan Valley Water Conservancy District	Darrington School District No. 330
Jerome Highway District	North Marion School District No. 15	Cheraw Housing Authority	Jordan Valley Water Conservancy District	Davenport School District No. 207
Jerome Recreation District	North Wasco County School District No. 21	Chester Housing Authority	Jordan Valley Water Conservancy District	Dayton School District No. 2
Jerome Rural Fire District No. 1	Northwest Regional Education Service District	Chester Metropolitan District	Jordan Valley Water Conservancy District	Deer Park School District No. 414
Kamiah Fire Protection District	Nysa School District No. 26	Chester Sewer District	Jordan Valley Water Conservancy District	Dieringer School District
Kamiah Highway District	Oakland School District	Coast Regional Transportation Authority	Jordan Valley Water Conservancy District	Divia School District
Ketchum Rural Fire Protection District	Kingston Water District	Columbia Housing Authority	Jordan Valley Water Conservancy District	East Valley School District No. 361
Kidder Harris Highway District	Kootenai County Water District No. 1	Conway Housing Authority	Jordan Valley Water Conservancy District	East Valley School District No. 361, Spokane County
Kingston Water District	Kootenai-Ponderay Sewer District	Daniel Morgan Water District	Jordan Valley Water Conservancy District	East Valley School District No. 90, Yakima County
Kootenai County Water District No. 1	Kootenai-Shoshone Soil and Water Conservation District	Darlington County Fire District	Jordan Valley Water Conservancy District	Eastmont School District No. 206
Kuna Library District	Kuna Library District	Darlington County Water and Sewer Authority	Jordan Valley Water Conservancy District	Eatonville School District No. 404
Laclede Water District	Lakes Highway District	Darlington Housing Authority	Jordan Valley Water Conservancy District	Edmonds School District No. 15
Lakes Highway District	Latah County Library District	Donalds-Due West Water and Sewer Authority	Jordan Valley Water Conservancy District	Educational Service District No. 112
Latah County Library District	Latah Soil and Water Conservation District	Dorchester County Sales Tax Transportation Authority	Jordan Valley Water Conservancy District	Ellensburg School District No. 401
Latah Soil and Water Conservation District	Lemhi Soil and Water Conservation District	Dorchester County School District No. 11	Jordan Valley Water Conservancy District	Elma School District No. 58
Lemhi Soil and Water Conservation District	Lewiston-Nez Perce County Regional Airport Authority	Duncan Chapel Fire District	Jordan Valley Water Conservancy District	Endicott School District No. 308
Lewiston-Nez Perce County Regional Airport Authority	Lincoln County Recreation District	Easley Housing Authority	Jordan Valley Water Conservancy District	Entiat School District No. 127
Little Blacktail Ranch Water District	Little Wood River Library District	Easley-Central Water District	Jordan Valley Water Conservancy District	Enumclaw School District No. 216
Little Wood River Library District	Lizard Butte Library District	East Richland County Public Service District	Jordan Valley Water Conservancy District	Ephrata School District No. 165
Lizard Butte Library District	Lost River Highway District	Edgefield County Water and Sewer Authority	Jordan Valley Water Conservancy District	Evadne School District No. 36
Lost River Highway District	M&T Water and Sewer District	Florence Housing Authority	Jordan Valley Water Conservancy District	Everett School District No. 2
M&T Water and Sewer District	Mackay Free Library District	Fort Mill Housing Authority	Jordan Valley Water Conservancy District	Evergreen School District No. 114, Clark County
Mackay Free Library District	Madison Library District	Frappan Public Service District	Jordan Valley Water Conservancy District	Evergreen School District No. 205
Madison Library District		Gaffney Housing Authority	Jordan Valley Water Conservancy District	Federal Way Public Schools
		Gaston Rural Community Water District	Jordan Valley Water Conservancy District	Ferndale School District No. 502
		Georgetown County Water and Sewer District	Jordan Valley Water Conservancy District	Fife School District No. 417
		Georgetown Housing Authority	Jordan Valley Water Conservancy District	Finley School District
		Gilbert-Summit Rural Water District	Jordan Valley Water Conservancy District	Franklin Pierce School District No. 402
		Greenville Arena District	Jordan Valley Water Conservancy District	Freeman School District No. 358
			Jordan Valley Water Conservancy District	Garfield School District No. 302

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
McCall Fire Protection District	Redmond School District No. 2j	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
McCall Memorial Hospital District	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332
Mica Kidd Island Fire Protection District	Riverdale School District No. 51j	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District No. 103
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 137
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 24j	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Santiam Canyon School District No. 129j	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Moreland Water and Sewer District	Santiam Christian Schools	Kingsport Water and Sewer District	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 1j	Lady's Island-St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 48j	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchellum School District No. 70
New Plymouth Fire District	Sherwood School District No. 88j	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 4j	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Cheese-Fingerville Water District	Wellsville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 97j	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 45j3	Lugoff-Elgin Water Authority		Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority		Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marlboro County Housing Authority		Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority		Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority		Kittitas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District		Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Mitford Water and Sewer District		La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority		La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District		LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority		Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority		Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority		Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23j	Newberry Housing Authority		Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority		Lakewood School District No. 306
Pioneer Irrigation District	Union School District No. 80j	North Charleston Water District		Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 47j	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No. 406
Prairie Highway District	West Linn-Willamette School District	Piedmont Public Service District		Lynden School District No. 504
Prairie River Library District	Willamette Education Service District	Pioneer Rural Water District		Mabton School District No. 120
Progressive Irrigation District	Willamina School District No. 30j	Powersville Water District		Manfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116j	Richland-Lexington Airport District		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District		Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District	Special District	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Adair Rural Fire Protection District	Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District	Amity Fire District	Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District	Applegate Valley Fire District No. 9	Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District	Arch Cape Sanitary District	South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District	Arch Cape Water District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District	Arnold Irrigation District	South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District	Aumsville Rural Fire District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District	Baker County Library District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District	Baker Rural Fire Protection District	South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
Shoshone City & Rural Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Housing Finance and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2	Bandon Rural Fire Protection District	South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2	Barlow Water Improvement District	South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District	Bay Area Hospital District	South Island Public Service District		Mukilteo School District No. 6
South Bingham Soil Conservation District	Bend Parks and Recreation District	Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District	Beverly Beach Water District	Spartanburg Housing Authority		Napavine School District No. 14
South Custer Fire District	Black Butte Ranch Rural Fire Protection District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District	Blue Mountain Hospital District	St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Latah Highway District	Blue River Water District	St. John's Fire District		Newport School District No. 56-415
Southside Water and Sewer District	Boardman Rural Fire Protection District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 215/179
Southwestern Idaho Cooperative Housing Authority	Boardman Water Fire Protection District	Startex-Jackson-Wellford-Duncan Water District		Nooksack Valley School District No. 506
St. Maries Fire Protection District	Boring Water District No. 24	Sumter Housing Authority		North Beach School District No. 64
Star Joint Fire District	Boulder Creek Retreat Special Road District	Talatha Rural Community Water District		North Franklin School District No. 51
Star Sewer and Water District	Brownsville Rural Fire District	Taylor's Fire and Sewer District		North Kitsap School District No. 400
Sun Valley Water and Sewer District	Buell-Red Prairie Water District	Three Rivers Solid Waste Authority		North Mason School District
Sunset Heights Water District	Bunker Hill Sanitary District	Tigerville Fire District		North Thurston Public Schools
Targhee Regional Public Transit Authority	Burlington Water District	Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transportation Authority	Camellia Park Sanitary District	Union Housing Authority		Northshore School District No. 417
Teton County Fire Protection District	Canon Beach Fire Protection District	Valley Public Service Authority		Oak Harbor School District No. 201
Three Creek Highway District	Central Lincoln People's Utility District	Waccamaw Regional Transportation Authority		Oakdale School District No. 324
Three Mile Water District	Central Oregon Irrigation District	Wedgfield Stateburg Water District		Oakville School District No. 400
Timberlake Fire Protection District	Central Oregon Park and Recreation District	West Anderson Water District		Ocean Beach School District No. 101
Twin Falls Highway District	Central Oregon Regional Housing Authority	Westview-Fairforest Fire District		Ocosta School District No. 172
Twin Falls Housing Authority	Charleston Fire District	Whitney Fire Protection District		Odessa School District No. 105
Twin Falls Rural Fire Protection District	Charleston Sanitary District	Williamsburg County Transit Authority		Olympia School District No. 111
Twin Ridge Rural Fire District	Chehalis Park and Recreation District	Williamsburg County Water and Sewer Authority		Olympic Educational Service District
Union Independent Highway District	Chenoweth Water Public Utility District	Woodruff Housing Authority		Omak School District No. 19
Upper Fords Creek Rural Fire District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff-Roebuck Water District		Onalaska School District No. 300
Warm Lake Recreational Water District	Christmas Valley Domestic Water Supply District	York County Natural Gas Authority		Onion Creek School District No. 30
Wendell Highway District	Christmas Valley Park and Recreation District			Orcas Island School District No. 137
West Boise Sewer District	Clackamas County Fire District No. 1			Orchard Prairie School District No. 123
West Bonner Library District	Clackamas County Housing Authority			Orient School District No. 65
West Bonner Water and Sewer District	Clackamas County Soil and Water Conservation District			
	Clatskanie Park and Recreation District			
		State		
		Santee-Lynches Regional Council of Governments		
		South Carolina Department of Health and Environmental Control		
		South Carolina Department of Mental Health		

Idaho	Oregon	South Carolina	Utah	Washington
West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oroville School District No. 410
Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orting School District No. 344
Western Elmore County Recreation District	Clatskanie Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1
Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State	Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
Tribal	Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho	Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises	Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe	Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Puyallup School District No. 3
	Crooked River Ranch Rural Fire Protection District			Quests-Clearwater School District No. 20
	Crooked River Ranch Special Road District			Quilcene School District No. 48
	Curry Health District			Quillayute Valley School District No. 402
	Curry Public Library District			Quincy School District No. 144
	Dallas Cemetery District No. 4			Rainier School District No. 307
	Dean Minard Water District			Raymond School District No. 116
	Dee Rural Fire Protection District			Rearadan-Edwall School District
	Deschutes County 911 Service District			Renton School District No. 403
	Deschutes County Rural Fire District No. 1			Republic School District
	Deschutes Valley Water District			Richland School District No. 400
	Devils Lake Water Improvement District			Ridgefield School District No. 122
	Dexter Rural Fire Protection District			Ritzville School District
	Douglas County Fire District No. 2			Riverside School District
	Douglas County Housing Authority			Riverview School District No. 407
	Douglas Soil and Water Conservation District			Rochester School District
	Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
	Dufur Recreation District			Royal School District
	Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
	East Fork Irrigation District			Satsop School District No. 104
	East Multnomah Soil and Water Conservation District			Seattle Public Schools
	East Umatilla County Health District			Sedro-Woolley School District No. 101
	East Valley Water District			Selah School District No. 119
	Echo Rural Fire District			Selkirk School District No. 70
	Elsie-Vinemapple Rural Fire Protection District No. 11			Sequim School District No. 323
	Emerald People's Utility District			Shaw Island School District No. 10
	Estacada Rural Fire District No. 69			Shelton School District No. 309
	Fairview Water District			Shoreline School District No. 412
	Falcon Cove Beach Water District			Skykomish School District
	Farmers Irrigation District			Snohomish School District No. 201
	Gardiner Sanitary District			Snoqualmie Valley School District No. 410
	Gaston Rural Fire District			Soap Lake School District No. 156
	Gates Rural Fire Protection District			South Bend School District No. 118
	Gearhart Rural Fire Protection District			South Kitsap School District No. 402
	Glendale Rural Fire Protection District			South Whidbey School District No. 206
	Glenneden Sanitary District			Southside School District
	Goshen Fire District			Spokane Public Schools
	Government Camp Sanitary District			Sprague School District
	Grand Ronde Sanitary District			St. John School District No. 322
	Grant County Transportation District			Stanwood-Camano School District No. 401
	Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
	Grants Pass Irrigation District			Steptoe School District No. 304
	Green Sanitary District			Stevenson-Carson School District No. 303
	Hahlen Road Special District			Sultan School District No. 311
	Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
	Hamlet Rural Fire Protection District			Summer School District No. 320
	Harbor Sanitary District			Sunnyside School District No. 201
	Harbor Water Public Utility District			Tacoma School District No. 10
	Harney District Hospital			Taholah School District No. 77
	Harney Soil and Water Conservation District			Tahoma School District No. 409
	Harriman Rural Fire Protection District			Tekoa School District No. 265
	Hazeldell Rural Fire Protection District			Tenino School District No. 402
	Hebo Joint Water and Sewer Authority			Thorp School District No. 400
	Heceta Water District			Toledo School District No. 237
	Hermiston Cemetery District			Tonasket School District
	Hermiston Fire and Emergency Services District			Toppenish School District No. 202
	Hermiston Irrigation District			Touchet School District No. 300
	Hood River County Library District			Toutle Lake School District No. 130
	Hood River County Transportation District			Trout Lake School District No. R-400
	Hood River Valley Parks and Recreation District			Tukwila School District No. 406
	Hoodland Fire District No. 74			Tumwater School District No. 33
	Hubbard Rural Fire Protection District			Union Gap School District No. 2
	Ice Fountain Water District			University Place School District No. 83
	Illinois Valley Rural Fire Protection District			Valley School District
	Ione Rural Fire Protection District			Valley School District No. 70
	Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
	Jackson County Airport Authority			Vashon Island School District No. 402
	Jackson County Fire District No. 3			Wahkiakum School District No. 200
	Jackson County Fire District No. 5			Wahluke School District No. 73
	Jackson County Housing Authority			Waitsburg School District
	Jackson County Library District			Walla Walla School District No. 140
	Jackson County Vector Control District			Wapato School District No. 207
	Jackson Soil and Water Conservation District			Warden School District No. 146-161
	Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
	John Day/Canyon City Parks and Recreation District			Washington State Educational Service District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washucna 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			
		Lane Transit District			Special District
		Langlois Water District			Acme Water District No. 18
		LaPine Special Sewer District			Adams County Fire Protection District No. 1
		Lebanon Aquatic District			Adams County Mosquito Control District
		Lebanon Fire District			Aeneas Lake Irrigation District
		Lewis and Clark Rural Fire Protection District			Alderwood Water and Wastewater District
		Libby Drainage District			Alpine Water District
		Linn Benton Housing Authority			Anacortes Housing Authority
		Lookingglass Rural Fire District			Annapolis Water District
		Lorane Rural Fire Protection District			Asotin County Cemetery District No. 1
		Lowell Rural Fire Protection District			Asotin County Conservation District
		Lower Umpqua Hospital District			Asotin County Fire District No. 1
		Lusted Water District			Asotin County Housing Authority
		Madras Aquatic Center District			Asotin County Public Utility District No. 1
		Malheur County Housing Authority			Badger Mountain Irrigation District
		Malin Rural Fire Protection District			Bainbridge Island Metropolitan Park and Recreation District
		Magister Water District			Basin City Water/Sewer District
		Marion County Fire District No. 1			Bayview Beach Water District
		Marion Soil and Water Conservation District			Beacon Hill Water and Sewer District
		Medford Irrigation District			Beehive Irrigation District
		Merrill Rural Fire Protection District			Belfair Water District No. 1
		Metro			Bellevue Convention Center Authority
		McMinnville Water & Light			Bellingham Housing Authority
		Mid-County Cemetery Maintenance District			Bellingham Public Development Authority
		Middle Fork Irrigation District			Benton County Diking District No. 1
		Miles Crossing Sanitary Sewer District			Benton County Fire Protection District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 2
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 4
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 5
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 6
		Molalla River Improvement District			Benton County Mosquito Control District
		Molalla Rural Fire Protection District No. 73			Benton County Public Utility District No. 1
		Monroe Rural Fire Protection District			Benton Irrigation District
		Morrow County Health District			Benton-Franklin Health District
		Mountain View Hospital District			Beverly Water District
		Mt. Angel Fire District			Birch Bay Water and Sewer District
		Multnomah County Drainage District No. 1			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 10			Bremerton Housing Authority
		Multnomah County Rural Fire Protection District No. 14			Buckhannon-Upshur County Airport Authority
		Nesika Beach-Ophir Water District			Burbank Irrigation District No. 4
		Neskokwin Regional Sanitary Authority			Carnhope Irrigation District No. 7
		Neskokwin Regional Water District			Cascadia Conservation District
		Nestucca Rural Fire Protection District			Cedar River Water and Sewer District
		Netarts Oceanside Sanitary District			Central Klickitat County Park and Recreation District
		Netarts-Oceanside Rural Fire Protection District			Central Pierce Fire and Rescue District No. 6
		North Bay Rural Protection Fire District			Central Puget Sound Regional Transit Authority
		North Bend City/Coos-Curry Housing Authority			Central Valley Ambulance Authority
		North Central Public Health District			Chelan County Fire District No. 1
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 3
		North County Recreation District			Chelan County Fire District No. 5
		North Gilliam Cemetery District			Chelan County Fire District No. 6
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 7
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 8
		North Powder Rural Fire Protection District			Chelan County Fire District No. 9
		North Sherman County Rural Fire Protection District			Chelan County Public Hospital District No. 1
		North Unit Irrigation District			Chelan County Public Utility District No. 1
		Northeast Oregon Housing Authority			Chelan County/Wenatchee Housing Authority
		Northern Wasco County Park and Recreation District			Chelan-Douglas Health District
		Northern Wasco County People's Utility District			Chinook Water District
		Northwest Oregon Housing Authority			Chuckanut Community Forest Park District
		Nysa Road Assessment District No. 2			Clallam Conservation District
		Nysa Rural Fire Protection District			Clallam County Fire District No. 2
		Oak Hill Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Sanitary District			Clallam County Fire District No. 6
		Oak Lodge Water District			Clallam County Fire Protection District No. 1
		Oceanside Water District			Clallam County Fire Protection District No. 3
		Ochoo West Sanitary District			Clallam County Fire Protection District No. 4
		Odell Sanitary District			Clallam County Hospital District No. 1
		Ontario Library District			Clallam County Housing Authority
		Oregon Fire Districts Association			Clallam County Parks and Recreation District No. 1
		Oregon Infrastructure Finance Authority			Clallam County Public Hospital District No. 2
		Oregon Trail Library District			Clallam County Public Utility District No. 1
		Oregon Water Wonderland Unit II Sanitary District			Clark County Fire District No. 10
		Owyhee Irrigation District			Clark County Fire District No. 11
					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
		Sluagaw 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
		Tualatin 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
		Vandeventer 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			Icele 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

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

- Pacific County Public Healthcare Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific Hospital Preservation and Development Authority
- Paiute 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
- Quilteute Housing Authority
- Quinalt 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

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. 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

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
 Cowitz 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



Appendix C - Political Subdivision List for Virginia

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

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Gate Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grotoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Trouville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Nicholas County Solid Waste Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock-Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Mauertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia Carolina Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education**State****Townships**

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

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

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

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

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

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

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO) Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

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

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of authorized representative: _____

Signature of authorized representative: _____

Date: _____

EXHIBIT B



Form C

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

Company Name: W.W. Grainger, Inc.

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

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
		Grainger has no exceptions to list	

Proposer's Signature: *Ch Foster* Date: 12/6/2018

Sourcewell's clarification on exceptions listed above:

**Contract Award
RFP #121218**



FORM D

Formal Offering of Proposal

(To be completed only by the Proposer)

FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & SERVICES

In compliance with the Request for Proposal (RFP) for FACILITY MRO (MAINTENANCE, REPAIR & OPERATIONS), INDUSTRIAL & BUILDING SUPPLIES WITH RELATED EQUIPMENT, ACCESSORIES, SUPPLIES & 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: W.W. Grainger, Inc. Date: 12/06/2018

Company Address: 100 Grainger Parkway

City: Lake Forest State: IL Zip: 60045

CAGE Code/DUNS: 005-10-3494

Contact Person: Chris Porter Title: Sr. Government Sales Manager

Authorized Signature:  Chris Porter
(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 #: 121218-WWG

Proposer's full legal name: W.W. Grainger, Inc.

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

The effective date of the Contract will be January 25, 2019 and will expire on January 25, 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

CONTRACT 0006489 DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42B8F817A64CC SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 23, 2019

Sourcewell Contract # 121218-WWG

Vendor Authorized Signatures:

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

Vendor Name Grainger

Authorized Signatory's Title Sr. National Government Sales Manager

Chris Porter

VENDOR AUTHORIZED SIGNATURE

Chris Porter

(NAME PRINTED OR TYPED)

Executed on Jan. 29, 2019

Sourcewell Contract # 121218-WWG

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.

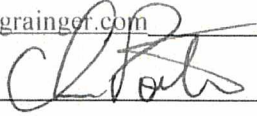
Company Name: W.W. Grainger, Inc.

Address: 100 Grainger Parkway

City/State/Zip: Lake Forest, IL 60045

Telephone Number: 940-867-7602

E-mail Address: Chris.Porter@grainger.com

Authorized Signature: 

Authorized Name (printed): Chris Porter

Title: Sr. Government Sales Manager


Date: 12/06/18

Notarized

Subscribed and sworn to before me this 6th day of December, 20 18

Notary Public in and for the County of Lake State of Illinois

My commission expires: 12/20/21

Signature: 



Form P**PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: W.W. Grainger, Inc.

Questionnaire completed by: Chris Porter

Payment Terms and Financing Options

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

Grainger North America's payments terms are 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?

Grainger North America does not offer leasing or financing options at this time.

- 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.

Grainger is proposing a Business to Government order process, through a Grainger or Acklands-Grainger branch or any of the multiple EDI platforms.

Grainger's utilizes SAP's innovation for reporting, transactional, planning, logistical and operational needs of the facilities maintenance marketplace and especially to meet our customers' reporting requirements. Grainger can provide quarterly sales data to Sourcewell

- 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?

Grainger North America accepts all types of VISA, MasterCard, Discover Card and American Express (AMEX) cards as a means of payment. There is no additional cost to Members for this process.

- 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.

Grainger US Warranty**Satisfaction guarantee to all customers**

Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of delivery, in its original packaging and with proof of purchase from Grainger.

GRAINGER LIMITED WARRANTY FOR BUSINESSES

All products sold to business customers are warranted by Grainger only for use in business, government, resale, or original equipment manufacturer against defects in workmanship or materials under normal use for one (1) year after date of purchase from Grainger. At Grainger's option, the exclusive remedy for any product it determines to be defective in workmanship or materials will be repair, replacement or refund of the purchase price.

WARRANTY DISCLAIMER

A. No warranty or affirmation of fact, express or implied, other than as set forth in the limited warranty statement above, is made or authorized by Grainger. Grainger disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. Grainger expressly disclaims any warranty that the products: (i) are merchantable; (ii) fit for a particular purpose; or (iii) do not and will not infringe upon others' intellectual property rights.

B. Grainger makes no warranties to those defined as consumers in the Magnuson-Moss warranty-federal trade commission improvement act.

LIMITATION OF LIABILITY

Grainger expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages. Grainger's liability in all circumstances is limited to, and shall not exceed, the purchase price paid for the product that gives rise to any liability.

SATISFACTION GUARANTEE TO ALL CUSTOMERS.

Customer should contact Grainger if not satisfied with a product for any reason. Grainger will promptly provide an exchange or refund if the product is returned within 30 days of delivery, in its original packaging and with proof of purchase from Grainger.

LIMITED WARRANTY FOR BUSINESSES.

A. ALL PRODUCTS SOLD ARE WARRANTED BY GRAINGER ONLY TO CUSTOMERS FOR: (i) RESALE; OR (ii) USE IN BUSINESS, GOVERNMENT OR ORIGINAL EQUIPMENT MANUFACTURE.

B. Grainger warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase from Grainger, unless otherwise stated. Provided that Grainger accepts the product for return during the limited warranty period, Grainger may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by customer. Customer must return the product to the appropriate Grainger branch or authorized service location, as designated by Grainger, shipping costs prepaid. Grainger's repair, replacement, or refund of amounts paid by customer for the product, shall be customer's sole and exclusive remedy.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY TO ALL CUSTOMERS.

Except as set forth herein and where applicable, no warranty or affirmation of fact or description, express or implied, is made or authorized by Grainger. Grainger disclaims any express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. Grainger also disclaims any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. Grainger expressly disclaims any liability for consequential, incidental, special, exemplary, or punitive damages to the extent permissible. Grainger's liability in all events is limited to the purchase price paid for the product that gives rise to any liability.

Warranty Product Return.

Before returning any product, customer may contact Grainger either by logging on to www.grainger.com/returns or calling Grainger's Customer Care at 1-800-GRAINGER (472-4643). Proof of purchase is required in all cases.

Manufacturer's Warranty.

For information on a specific manufacturer's warranty, please contact the local Grainger branch or call Grainger Customer Care at 1-800-GRAINGER (472-4643).

Product Compliance and Suitability.

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Grainger does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Grainger accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

Cross-Reference Information.

Product cross-reference comparisons or product alternatives that are presented do not imply that products are available or perfectly comparable. CROSS-REFERENCED PRODUCTS OR PRODUCT ALTERNATIVES ARE NOT REPRESENTED OR WARRANTED AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS. Customer shall review all cross-referenced product or product alternative specifications prior to purchase and use to determine suitability of the product for customer's intended use.

Grainger Canadian Limited Warranty:**Limited Warranty**

The warranty and return policy for all products sold hereunder (the "Products") is determined by the original equipment manufacturer and/or supplier. All products sold by Acklands-Grainger Inc. ("Acklands-Grainger") are warranted only to the extent of the manufacturer's/supplier's warranty, and only to purchasers ("Buyers") for resale or for use in their business in Canada.

Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period.

Any part which is determined by Acklands-Grainger to be defective in material or workmanship and returned to an Acklands-Grainger branch or authorized service location as Acklands-Grainger designates, shipping costs prepaid, will be repaired or replaced, at Acklands-Grainger's sole option, as the Buyer's exclusive remedy.

Warranty Disclaimer

Acklands-Grainger has made a diligent effort to illustrate and describe the Products in its catalogues accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty or condition that the Products are merchantable, or fit for a particular purpose or that the Products will necessarily conform to the illustrations or descriptions. The Products are sold to Buyers on an "as is, where is" basis, and no warranty or condition or affirmation of fact, express or implied, other than as set forth in the limited warranty above is made or authorized by Acklands-Grainger. Any and all representations and warranties, express or implied, legal, statutory, conventional or otherwise with respect to the Products (including, implied warranties as to merchantability or fitness for a particular purpose), whether pursuant to the Sale of Goods Act of any province or otherwise, are hereby expressly excluded and disclaimed.

Limitation of Liability

Any liability for indirect, special, exemplary, punitive, consequential or incidental damages is expressly disclaimed by Acklands-Grainger. Acklands-Grainger's liability in all events for all damages, losses and causes of action (whether in contract, tort or otherwise) shall be limited in the aggregate to, and shall not exceed, the purchase price paid by the Buyer for the Product in question.

Prompt Disposition

Acklands-Grainger will make a good faith effort for prompt correction or other adjustment with respect to any Product which proves to be defective within the warranty period. Before returning any Product, write or call the Acklands-Grainger location from which the Product was purchased, giving date and number of original invoice and describing the defect. The Acklands-Grainger branch will give instruction as to the method of returning the Product.

Product Suitability

Many provinces and locations have laws, codes and regulations governing sales, construction, installation and/or use of products for certain purposes, which may vary from those in neighboring areas. While Acklands-Grainger attempts to ensure that its Products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how Products are installed or used. Before purchase and use of a Product, please review the Product, and applicable national, provincial and local laws, codes and regulations, and be sure that the Product, as well as its installation and use, complies with them.

Hazardous Materials Information

For the information of Buyers, Acklands-Grainger has obtained Material Safety Data Sheets ("MSDS") for all "controlled products" within the meaning of the Hazardous Products Act (Canada) and the Controlled Products Regulations made under that Act, in respect of Products offered for sale by Acklands-Grainger. The MSDS in question conform with the requirements of

provincial occupational health and safety legislation which regulates "hazardous material" and the applicable Workplace Hazardous Materials Information Systems Regulations made thereunder. Such MSDS are available at your local Acklands-Grainger branch and will be provided to the Buyer of any such Product at the time of sale. The information and recommendations contained in the applicable MSDS supplied/prepared by the manufacturer are considered to be accurate and reliable. However, Acklands-Grainger makes no warranty with respect to the accuracy or reliability of the information or the suitability of the recommendations. Acklands-Grainger disclaims any and all liability to any user thereof.

Cross-Reference Information

Product cross-reference comparisons do not imply that all products compared are available, or in the case of functional equivalency, that past performance and other characteristics are comparable. For critical applications, review specifications prior to purchase.

Manufacturers' Warranties and Sales Literature

Most of the Products listed in Acklands-Grainger's catalogues are warranted to the end users by their manufacturer. As applicable, such warranties may supersede or exclude other stated warranties. Copies of such warranties are supplied with the Product or are available from the manufacturer. As a service, Acklands-Grainger will obtain copies of warranties from the warrantor and will furnish them free of charge to customers who request them. Address requests to: 90 West Beaver Creek Road, Richmond Hill, Ontario L4B 1E7. Requests must include the Acklands-Grainger order number and the manufacturer and model number of each Product for which a copy of the warranty is requested. Acklands-Grainger may also furnish sales brochures and other literature of the manufacturer. Acklands-Grainger assumes no responsibility for such warranties or sales literature by performing this service.

- Do your warranties cover all products, parts, and labor?
All warranties cover all products/equipment parts. Grainger North America doesn't provide labor, unless manufacturer's warranty covers labor.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Grainger North America shall have no liability for, and expressly disclaims any warranty, express or implied, including (i) the implied warranties of merchantability and fitness for a particular purpose and (ii) any warranty or affirmation of fact related to misuse, improper selection, recommendation, or misapplication of any product.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
This is not applicable because Grainger North America is a distributor, not a manufacturer, and therefore does not have technicians on staff that perform warranty work on products sold.
- 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?
Grainger North America, as nationwide distributors of Maintenance, Repair and Operations products, generally will not be the manufacturer and service provider for the majority of the products offered pursuant to the awarded contract. Upon request, the manufacturer of a given product will address the geographic availability of a warranty repair technician.
- 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?
Many of the Products listed in Grainger North America's General Catalogs are warranted by the manufacturer to the final user. Upon request by Buyer, as a service for the Term of this Agreement, Grainger North America will obtain copies of manufacturers' consumer warranties and will furnish them free of charge to Buyer. Such requests must include the Grainger's stock number and the manufacturer's model number (if shown) of each Product for which a copy of the warranty is requested. Grainger may also furnish sales brochures and other literature of the manufacturer. Grainger North America assumes no responsibility for the content or coverage contained in any manufacturer's warranty or sales literature by providing this service.

- What are your proposed exchange and return programs and policies?
Grainger US Exchange and Return Policy: Returns for Grainger catalog products can be made up to one (1) year from the date of purchase. Returned product must be in original packaging, unused, undamaged and in saleable condition. Proof of purchase is required. Grainger will either replace the product or issue a credit for the purchase price.

Grainger Canadian Exchange and Return Policy: Any cancellation or return must be approved by Acklands-Grainger (at its discretion), be accompanied by proof of purchase, and may be subject to restocking or other charges. Any returns due to shipping errors, damage or loss must be reported to Acklands-Grainger immediately. For returns not related to damage or loss during shipping, product must be returned within 30 days of shipment and be in original package and re-saleable condition. Returns can be made to Acklands-Grainger; however, Acklands-Grainger will only accept returns on products purchased through Acklands-Grainger. Returns of custom sourced products may not be permitted.

- 6) Describe any service contract options for the items included in your proposal (“on call”, retainer, etc.).

In addition to our product line offering, Grainger North America offers select service contracts either directly or via our supplier/manufacturer network, in support of our product offering. Grainger North America will work with Members to review and assess which service opportunity is best suited to satisfy the Member’s operational needs.

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.

Grainger’s proposal encompasses its entire catalog of 1.7 million MRO products and services and the expertise of Grainger employees. It captures the routine to specialized MRO product or service; it is supplemented by sourcing proficiency. Products categories include: material handling equipment, safety and security supplies, lighting and electrical products, power and hand tools, HVAC equipment, garden tools and equipment, pumps and plumbing supplies, cleaning and maintenance supplies, metalworking tools and the remainder of Grainger’s catalog offering.

Services include inventory management solutions, installation, assembly, consulting services and other relevant offerings. The offering evolves continually to meet changing customer requirements. Our technical expertise assists agency operations and compliance responsibilities. Grainger’s proposal is as much in providing quality MRO product and services as being a meaningful resource to drive agency productivity. We will assist members in the large and small emergency incident, where our pricing remains as provided in our contract..

- 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.)

Grainger North America’s pricing model for Sourcewell Members is robust and multi-faceted, offering numerous cost savings opportunities:

- **Category Discounts**
- **North American Market Basket**
- **Member Market Basket**
- **General Catalog Discounts**
- **Large Order And Volume Discounts**
- **Customer Specific Pricing (CSP)**

Category Discounts: Our North American offer encompasses significant discounting across 21 MRO categories. These category discounts are applied to Grainger North America’s Contract Reference Price (CRP). Introduced in 2017, CRP is the new product pricing basis for contract customers. CRP is market-based and lower than our historic List Price and thus makes more products attractively priced and simplifies the purchasing process. CRP is stable and only subject to change three times per year. Because CRP is lower than Grainger North America’s prior List Price, contract category discounts are also lower. It is therefore important to compare the “final” product prices, as a larger discount percentage offered by a competitor may not yield a lower final product price.

For Sourcewell Members, CRP is found on Grainger.com and Acklands-Grainger.com when Members log into their account. The CRP at the time of purchase will be the price to which any contract discounts will be applied. The offered category discounts are fixed through the life of the contract across 21 MRO categories.

Grainger North America Proposed MRO Category Discounts:

Sourcewell MRO Categories (US & Canada)	CRP Discount
Air Filters	40%
Batteries	19%
Cleaning Equipment & Supplies	22%
Electrical Supplies	23%
Fasteners	30%
HVAC Supplies	17%
Lab Supplies	15%
Lighting/Lamps/Ballast	22%
Lubricants, Adhesives, Sealants & Tape	10%
Material Handling, Storage & Packaging	15%
Measuring Tools & Test Instruments	6%
Motors & Power Transmission	19%
Outdoor Equipment	12%
Paint	10%
Plumbing	20%
Pumps & Pneumatics	6%
Safety	19%
Security	15%
Hand Tools	14%
Power Tools	11%
Welding, Machining & Cutting	10%

North American Market Basket: Grainger North America, through decades of serving government customers, has captured purchasing data reflecting current and relevant product needs to compile its Market Basket offer. Grainger North America presents the attached North American Market Basket to all US and Canada Sourcewell Members. The offer is comprised of the highest volume and most frequently purchased products by a broad mix of government agencies.

Grainger North America analyzed usage and procurement data from its largest states, provinces, education and non-profit customers from across North America and combined it with all Sourcewell Member prior 12 month purchasing analytics. Data points such as the number of times an item was purchased, when and how often, how

many individual agencies purchased the item, including those items added into an inventory management solution, were scrutinized to prepare the Market Basket.

The North American Market Basket pricing is aggressive and will be held firm for 12 months.

Additionally, product identified in our proposed Market Basket represents an intentional effort to include a significant number of items identified as:

- Sustainable and Green Certified
- Grainger Choice or “house brand” lower cost substitutes
- Safety focused products

To keep the Market Basket meaningful throughout the life of this contract, Grainger North America will evaluate the product selection and update it each year to ensure relevant product selections.

Member Market Baskets: In addition to the Grainger North America Market Basket, we offer the ability for each Member to create a custom market basket of up to 250 items. To drive additional cost savings while enhancing procurement stability, Members can select a custom market basket consisting of products the individual Member most frequently procures. The Grainger North America Sales team will work with Member’s seeking to consolidate, standardize and to identify a product list and price.

General Catalog Discounting: Grainger recognizes the operational importance to provide members access to MRO items that fall outside the market basket which may not be aligned to a category. **North America Grainger provides a 5% discount off of CRP on products that fall outside market baskets and defined category discounts.**

Large Order and Volume Discounts: Grainger has years of experience working with Sourcewell Members on individual projects and discounted pricing. Grainger North America will continue to work with Sourcewell Members to leverage additional discounts for large, single orders, based on size and scope.

Customer Specific Pricing (CSP): Grainger North America recognizes the importance of providing Members with relevant pricing for specific products in special circumstances. Deeper discounted pricing can be sought in the form of Customer Specific Pricing (CSP) as it relates to specific opportunities.

Grainger North America reserves the right to adjust pricing to reflect market conditions, as provided in Section 11 (Sourcewell’s Vendor Price & Product Change Form, referenced in RFP #121218). These adjustments may include unforeseen significant increases in supplier’s costs resulting from changes in laws or regulations, impositions of tariffs, currency fluctuations, increases in commodity prices, or other changes in conditions not reasonably foreseeable to Grainger North America.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount range in this offer **represents 5% - 60% off Grainger North America’s CRP** resulting from 21 MRO category discounts noted above in question 8, the general catalog discount, and the deep discounts applied to the market basket prices.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.



Sourcewell Incentive Program: Grainger North America proposes a **3% increased discount*** on each of the defined 21 MRO categories for the following contract year for members who:

- Purchase at least \$25,000.00 in Total Member Purchases* during the Contract Year **AND**
- Grows Total Member Purchases at least 12% over the preceding Contract Year

Sourcewell MRO Categories (US & Canada)	Current CRP Discount	Sourcewell Incentive Program CRP Discount
Air Filters	40%	43%
Batteries	19%	22%
Cleaning Equipment & Supplies	22%	25%
Electrical Supplies	23%	26%
Fasteners	30%	33%
HVAC Supplies	17%	20%
Lab Supplies	15%	18%
Lighting/Lamps/Ballast	22%	25%
Lubricants, Adhesives, Sealants & Tape	10%	13%
Material Handling, Storage & Packaging	15%	18%
Measuring Tools & Test Instruments	6%	9%
Motors & Power Transmission	19%	22%
Outdoor Equipment	12%	15%
Paint	10%	13%
Plumbing	20%	23%
Pumps & Pneumatics	6%	9%
Safety	19%	22%
Security	15%	18%
Hand Tools	14%	17%
Power Tools	11%	14%
Welding, Machining & Cutting	10%	13%

Sourcewell Incentive Program Example:

Prior Year Contract Purchases:
\$80,000.00

Current Year Contract Purchases:
\$93,000.00

- ✓ Total purchases **more than \$25,000.00**
- ✓ Member purchases **increased at least 12% over previous year** (\$13,000.00 over prior year = 16% growth)

Incentive Earned – category discounts increase 3% for the next Contract Year.

Sourcewell Plus Program: Grainger North America may propose a Sourcewell Plus Program and creation of a custom incentive and rebate program, defined through a participating addendum and approved by Sourcewell.

* *“Total Member Purchases” refers to the net invoice price of the Product purchased by Member under the Sourcewell Agreements, less freight, taxes, returned Products and credits during each contract year for which a*

Rebate or Incentive is being actively calculated and paid. Purchases made through Grainger's Distributor Alliance Program vendors aligned to Member's account and receiving Sourcewell Agreement pricing will also be included in Total Purchases.

**The increase in Category Discount will be automatically applied to all 21 defined MRO Grainger North America categories (excluding the general catalog discount), commencing 60 days after contract period ends for a duration of 12 months. For those Sourcewell Members with no prior purchase history with North America Grainger, the cost savings incentive will be offered upon the achievement of at least \$25,000.00 in Qualifying Purchases during the applicable Contract Year.*

- 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.

Grainger North America's Sourcing Team procures facilities maintenance products and services beyond the Grainger catalog. With access to more than 5 million products and more than 15,000 suppliers, this team provides a total cost solution for acquiring infrequent and low demand items. Grainger North America has business relationships with manufacturers critical to Member operations.

- 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.

Grainger North America includes all costs associated with product and product related services purchased by our customers in our pricing submittal. Our pricing is transparent. The price quoted or invoiced is the total cost of acquisition for the product and/or product related service to be paid by the customer.

- 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.

Grainger North America offers the Sourcewell Member pre-paid freight on standard ground shipments. Title transfers to Sourcewell Members at time of delivery, FOB Destination. Other terms and fees may apply for shipment of export orders and orders placed for Sourced Products. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments originating within the U.S. and shipping outside the contiguous U.S.; shipments originating in Canada and shipping outside Canada, will be paid by Member. There are no additional charges for travel.

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

Grainger North America offers the Sourcewell Member pre-paid freight on all standard ground shipments originating in Canada and shipping in Canada. Alaska and Hawaii also receive pre-paid freight on standard ground shipments. Sourced products may have other terms or fees that apply for shipment of product in Canada, Alaska and Hawaii, as well as export orders. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, or other special handling by the carrier, will be paid by Member.

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

Grainger North America's advanced technology and multiple distribution channels delivers product to Members where and when they need it. The unique combination of broad on-hand inventory strategically located across North America in distribution centers and branches provides unrivaled product availability:

- **On-hand Inventory** \$1.5 billion and more than 1.7M products

- **Technology Investment and Supply Chain Expertise** that forecasts Member needs to ensure product availability by locating inventory near the Member throughout the distribution network
- Product ordered by 4PM, **95% of customers receive next day**

Grainger North America provides the best combination of product selection, depth of inventory locally available, speed of delivery and ordering simplicity through a **network of 280 branches and 17 distribution centers** across North America. Throughout Grainger's network, we carry **over \$1.5 billion in inventory on hand every day** provided by over 7,600 Grainger North America supplier and manufacturer agreements.



99.6% of in-stock products ship within 24 hours from Grainger's North American network of distribution centers.






Inventory Management

A critical facet of distribution and delivery is anticipating and understanding Member needs. Inventory Management is a unique delivery solution moving high usage items close to point of use and maintaining critical product availability. Through its KeepStock® Program, Grainger North America provides multiple inventory management solutions reducing Member's total cost of inventory ownership. Effective inventory management reduces on-hand inventory, improves purchasing efficiencies, and ensures availability of critical product all while providing secure and efficient access.

Grainger North America's KeepStock® portfolio of inventory management solutions help Members manage their inventory and reduce costs. Beyond industry-standard vending machines, Grainger North America's portfolio provides both customer-managed (CMI) and Grainger vendor-managed (VMI) inventory options, including vending. Solutions range from simple to complex serving Member needs and can be combined within their facility to provide a custom service. KeepStock® can be integrated with Member purchasing systems or connected with Grainger.com. or Acklands-Grainger.com.

◀ Vendor Managed Inventory (VMI) Solutions

KeepStock® Vending: Grainger offers a variety of KeepStock® Secure vending machines to include Coil, Carousel, Lockers, Cabinets and Drawers. Each machine is customized and configured for Member needs and supplies requirement:

Grainger Keepstock Secure Vending Machines				
				
COIL	CAROUSEL	LOCKER	CABINET	DRAWER
<ul style="list-style-type: none"> • High security • Easy-to-use familiar style • Dispense up to 60 unique items • Dependable dispensing 	<ul style="list-style-type: none"> • High security • Accommodates products of varying sizes • Check-out/check-in option • Dispense up to 560 unique items 	<ul style="list-style-type: none"> • High to medium security • Check-out/check-in capability • Good for consumables and durables • Adjustable to accommodate larger items 	<ul style="list-style-type: none"> • Medium security • Single door/shelf access • Requires little to no product repackaging • Flexible shelf configurations to accommodate items of various sizes 	<ul style="list-style-type: none"> • Medium security • Controllable drawer access • Assemble tools by use for easy access • Various drawer configurations to accommodate items of different sizes

KeepStock® Onsite: This solution offers inventory support from a Grainger Inventory Management Specialist. This resource helps Members identify inventory needing replenishment through defined minimum/maximum inventory levels and can assist with inventory restocking. The onsite resource may assist with invoice inquiries, product returns and expediting orders.

KeepStock® Store: This solution provides a fully stocked and staffed Grainger North America branch at your location especially helpful for high-volume, high-traffic needs. Grainger North America will work with the Member to determine which items to stock and overall scope of the solution.

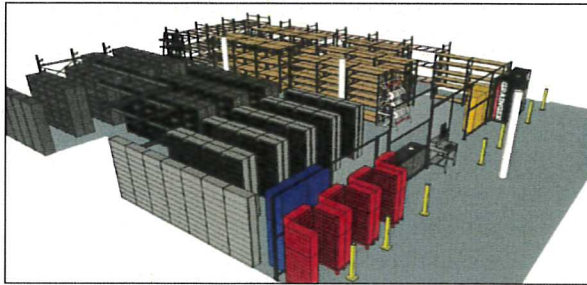
◀ Customer-Managed Inventory (CMI) Solutions

Customer-Managed Inventory (CMI) solutions let Members manage their own inventory via Grainger North America technology. KeepStock® CMI is a web-based tool that provides flexibility to manage inventory to **support your specific operations** along with seamless functionality across multiple devices. It is an easy-to-use yet very powerful software solution providing visibility, flexibility and control while managing products across different inventory locations. *Grainger offers this program for no additional charge to any Member who is interested in self-managing inventory.*

◀ Additional KeepStock® Services

KeepStock® Organize: As part of the KeepStock® portfolio, Grainger North America offers this service which focuses on inventory organization and consists of three (3) fee-based parts or phases which can be deployed together or independently.

1. **KeepStock® Layout:** Comprehensive inventory management planning, virtual layout configuration, and project planning.
2. **KeepStock® Cleanup:** This service includes labor for teardown of current storage fixtures, repositioning retained fixtures, construction of new fixtures, product movement and product positioning.
3. **KeepStock® Content:** By capturing current inventory items and their attribute elements, this service uploads data into a materials management system and may include ongoing database management.

KeepStock® Organize Layout

- Inventory deployment and storage fixture plan
- Space utilization and process flow changes
- Bin location schema and signage plan
- Optimized inventory levels leveraging Grainger logistics
- Establish optimized stocking model
- Area transition, deployment plan and materials list

Managed MRO Solutions: Grainger's Managed MRO Solution provides Members with daily onsite, expert, support services to maximize the value of Member's entire MRO inventory investment for **both Grainger and non-Grainger product**. Managed MRO is a **fee-based** service where our Inventory Specialists work at your facility to manage all indirect materials.

◀ Emergency Response Inventory and Distribution

A critical element of Grainger North America's distribution capability is assisting emergency response for the small and large incident. Expeditious and quality response in real time entails internal planning and preparation. In an emergency, Grainger North America's Crisis Management Team first assesses the condition of Grainger branches and facilities to make sure they are available to distribute product. Frequently a pre-determined product list, coordinated with local emergency response agencies, is used to move supplies to the affected area. If additional products are required, Grainger North America moves products to the area from its 280 branch network and 17 regional Distribution Centers or directly from product suppliers.

A critical element in Grainger North America's expeditious response is its breadth of inventory, relationship with suppliers, capability to determine where inventory is located, and its transportation proficiency, personnel with expertise and experience and long term relationships with state, local and federal agencies.

In severe emergency situations, Grainger works with First Responders to make sure they have priority access whether from Grainger or the product manufacturers. The Crisis Management Team and Grainger on-scene leadership works with emergency management agencies and others to ensure appropriate and fair distribution.

Presented below is a summary of Grainger's recent emergency assistance:

- **California Camp & Other Fires** | October-November 2018 and October 2017: The Grainger corporate response team activated daily briefings and updates to maintain situational awareness and work collaboratively with all emergency response agencies, public and private. Throughout the Camp and other fires, Grainger provided a consolidated source for critical supplies required to keep facilities, fire crews and shelters operating. Requirements included carbon filters, air purifiers, N95 respirator masks, gloves, cots, tents, cleaning supplies and more. Affected areas were served via same day deliveries from Grainger's Patterson, CA distribution center. Grainger's transportation team assisted with expedited deliveries to emergency staging areas and shelters. Grainger field representatives were present or remained on alert status 24 hours a day over a 2 week period to support agency needs. Grainger's supply chain team monitored demand and directed product to Northern California from Grainger distribution centers and direct from its manufacturers and suppliers. Grainger teams were committed from initial support throughout response into recovery and cleanup, support is continuing.



- **Hurricane Michael Florida Panhandle and Surrounding Areas** | October 2018: Grainger's corporate response team was activated prior to the Category 4 hurricane making landfall near Mexico Beach Florida

on October 10, 2018. Product was positioned and trailers readied. Grainger employees and resources made way to the areas beginning the weekend of October 6 to assist State of Florida and all private/public entities with preparation. Grainger employees were present at the State of Florida Emergency Operations Center (EOC) in Tallahassee and local government EOC's throughout the hurricane and recovery. With several thousand residents' homes damaged or destroyed, shelters were made available. Grainger met daily needs for water, MREs, cots, blankets, toiletries, first aid equipment, medicine, sanitary and other shelter items. Grainger expedited distribution of chainsaws, insect repellent, generators, sand bags, gas cans, and related supplies. First responders throughout the area used Grainger for supplies including flashlights, batteries, reflective vests, signs, shovels, water, personal protective equipment, generators and sanitary equipment. Product was redirected from other Grainger facilities and its manufacturers and suppliers to the Florida Panhandle.

- **Hurricane Harvey, Texas** | August-2017: Supply chain teams repositioned critical supplies within the Grainger distribution network. Grainger's Dallas, TX Distribution Center, coordinated distribution throughout response and recovery operations. Grainger transportation managers expedited deliveries in coordination with state, county and local emergency offices. Grainger supplied ten truckloads of MRE's and several truckloads of bottled water to City of Houston and Harris County facilities to support evacuation shelters. Grainger also supported evacuation shelter operations in Dallas, Austin, San Antonio and other jurisdictions. Hundreds of cots, blankets, sheets, sanitary and other supplies were delivered. Grainger supplied several incident command centers with cones, barriers, canopies and other supplies. Working with the Texas Department of Public Safety and the Department of Emergency Management, Grainger delivered water rescue suits, hard hats, gloves, respirator masks. Grainger supplied the Texas Department of Transportation items including waders, rain boots, insect repellent, nets, respirators, and rain suits. Other items prioritized for first-responders included thousands of generators, electric cords, fuses, emergency lighting solutions and personal protective equipment. Product was redirected from other Grainger facilities and its manufacturers and suppliers to affected areas throughout Texas.
- **Hurricane Matthew, Eastern North Carolina** | October 2016: Grainger branches located in storm affected areas implemented disaster response plans to support federal, state and local government disaster recovery operations. A core team of Grainger professionals led by senior leadership were deployed throughout the area during the storm and afterwards to meet emergency order requirements. Grainger's Jacksonville and Greenville Distribution Centers directed additional trailers containing critical response and recovery product. Product was redirected from other Grainger facilities and its manufacturers and suppliers to Eastern North Carolina.
- **Canadian Fires** | Spring 2016: Acklands-Grainger team members faced down an unprecedented disaster in Fort McMurray. Acklands-Grainger took care of its people, its community and its customers. Follow the link to view and hear the story of how a dedicated team overcame adversity with the support of colleagues from across Canada - <http://aginet.agi.ca/agb/Lists/Posts/Post.aspx?List=bbda5707-70c9-4d34-8c90-518fb5807c54&ID=69&Source=http%3A%2F%2Faginet%2Eagi%2Eca%2Fagb%2FLists%2FPosts%2FAIPLPosts%2Easpx%3FInitialTabId%3DRibbon%252EListItem%26VisibilityContext%3DWSSTabPersistence&Web=f>

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.

Grainger North America takes contract compliance very seriously. Understanding the processes and related system functionality required to operationalize the terms of the contract is crucial to fully adhering and complying with all contractual provisions. Grainger North America knows this well and is experienced in ensuring its processes and systems are designed to drive contract compliance, including pricing compliance and administrative fee payments.

Grainger North America's approach includes people, processes and systems. The starting point is the Member's account number to which pricing is linked. Pricing is linked at the inception of the Sourcewell contract for previously aligned Sourcewell Members and for any new Member requesting to participate on the Sourcewell contract. We do much more to ensure that accurate contract pricing is continually delivered to Sourcewell Members. Monthly pricing reviews are performed ensuring each Sourcewell Member receives valid contract pricing. If there are any inconsistencies, we ensure adjustments are made and the Member is credited.

As a result of the pricing review and that adjustments are immediate, we provide monthly reporting and administrative payments due 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.)

Grainger will provide Sourcewell with a Direct Sales Administrative Fee ("DSAF") of Two Percent (2%) on all Product Purchases, including Member's Distributor Alliance Program purchases, pursuant to an awarded contract. Qualifying purchases are those purchases made directly by an Sourcewell Member from Grainger pursuant to the awarded contract and shall include total net invoice price less freight, taxes, returned products and credits. Grainger will calculate the DSAF amount quarterly and provide the DSAF payment to Sourcewell within forty-five (45) days from the end of the quarter. Grainger will provide a quarterly DSAF report to Sourcewell within forty-five (45) days from the end of the quarter.

Industry-Specific Questions

- 19) How would being awarded a Sourcewell contract allow you to better and more efficiently serve the government, education and non-profit segments?

Sourcewell's relationship with Members and credibility across the public sector and non-profit community is vital to our work. Grainger North America values its history with Sourcewell; a contract award will allow us to implement further what we have learned.

Grainger North America's foundation is serving customers who comprehend the costs of acquisition and must meet the challenges of saving time and money. MRO stands out as an example where transaction costs, and the expense associated with maintaining inventory, quickly overtakes product cost. Our offer is driven by reducing these costs via competitive product and service pricing, just-in-time inventory and adherence to public agency compliance standards.

Our proposal, the most competitive to date, encompasses the breadth of the US and Canada catalogs, the actual inventory in distribution centers and branches and supply chain capability ensuring that products are delivered where and when needed. Our Sourcewell investment includes North America Grainger Team members that assist members find the right MRO products or services quickly. It is enhanced by sustainable products and meaningful opportunities for small businesses. North America Grainger's continuing investment in e-Commerce digital solutions and most significantly Grainger team members, make sure we remain relevant to Sourcewell members in 5 years. Our commitment is to exceed Sourcewell member expectations.

- 20) Describe the added value your company would provide to government, education and non-profit customers through a Sourcewell-awarded contract.

Grainger North America's value added attributes flow from its core commitment to a competitive, innovative, relevant and compliance focused offer to every customer, small, medium and large. It commences with

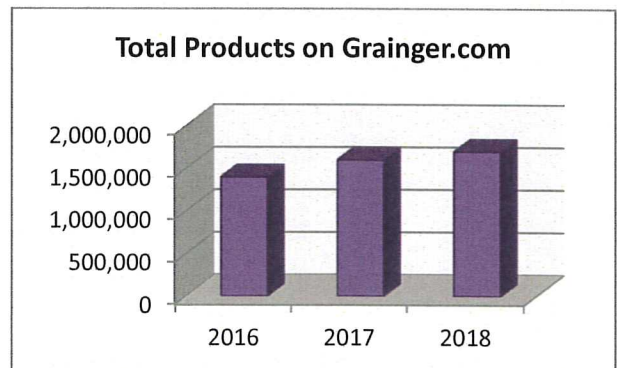
understanding the challenges each government agency faces and the critical responsibilities of public servants. We integrate competitive pricing with outstanding service of the industry's broadest MRO offering. Our value added attributes are driven by the expertise of our sales team and technical advisors and Grainger's evolving technology and supply chain logistics to ensure that products are available and delivered when needed.

*Commitment to
Understanding
Public Agencies &
Institutions*

Grainger North America's leadership in e-Commerce and digital solutions deliver efficiencies to an agency's daily operations while maintaining compliance standards. As detailed throughout, the offering encompasses sustainable products and affords meaningful opportunities for small business. We are a dedicated partner delivering the quickest response and reliability in all emergencies, small and large. Our added values are vibrant and flexible to resonate throughout the next five years.

21) Describe any new products and services added to your portfolio within the past 18 months.

Grainger North America continually evaluates **products and services** to ensure that our offer is current and relevant. We add products and suppliers on a daily basis. During the **past 18 months we have added 312,674 products in top US categories** such as safety, hardware, electrical, and cleaning. We emphasize products and services that deliver innovation and improve efficiency for our customers.



Grainger North America continues to expand our service offerings in areas such as inventory management, energy utilization, facility maintenance, safety training and assessments, turnkey furniture installation, product sourcing, online resources and accredited calibration services to compliment the depth of our product offering.

22) Please describe any product training, consulting or instruction that you offer, including the programs, the related costs and the benefits?





As we noted in Form A, question 27, Grainger offers extensive product training, consulting and instruction and programs which we reiterate below. These expansive solutions, fee and non-fee based, apply to both industry specific and value-add categories and deliver numerous benefits.

Grainger will assist Members in working with manufacturers, suppliers and third party installers, as to product, equipment, maintenance and related training programs. These programs include manufacturer-certified set up, product installation, post-installation services and maintenance services. Provided below is Grainger's current core list of value added fee and non-fee MRO related solutions. Not all services may be available in Canada. Services provided by third-party providers may be subject to a fee agreement between Grainger and the provider.

Grainger's offerings of value added support services of products or equipment include:

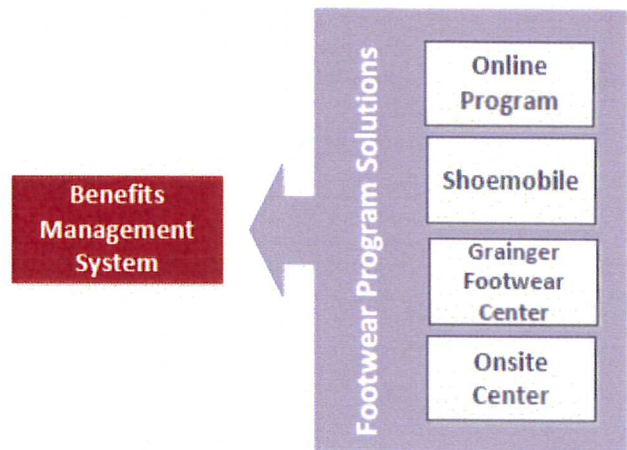
- Grainger's network of installers provides turnkey and/or labor-only fixed fee installation and support services.
- Turnkey service offerings include materials, labor, recycling, rebate administration and tax deduction documentation, if applicable.
- Currently Grainger has identified 65 companies that have satisfied our vetting process. All companies used by Grainger are licensed, insured, qualified and capable of performing in accordance with Member service requirements.

◀ Safety Services

Assessments	Training	Compliance & Testing	Program & Procedure Development
 <p>Assessments - Specific areas are assessed across the worksite in order to identify potential hazards or high-risk areas that may require further actions be taken to remedy.</p> <ul style="list-style-type: none"> • AED Inspection • Arc Flash/Electrical Safety • Confined Space • Crane/Hoist/Sling • Emergency Eye Wash • Ergonomics • Fire Extinguisher • Firestop: Barrier • Damper & Door • Footwear • Job Hazard Analysis • Lockout/Tagout • Machine Guarding • Noise Survey 	 <p>Training - We offer a wide range of EHS training courses your employees need to help them effectively perform their jobs safely. Training offerings are available through an online experience or through an on-site instructor.</p> <ul style="list-style-type: none"> • AED Inspection • Active Shooter • Aerial Lift • Competent Person • Confined Space • Fire Extinguisher • First Aid/CPR/AED • Forklift • Lockout/Tagout • Machine Guarding • NFPA 70E • Respirator 	 <p>Compliance & Testing - Audits or tests are conducted for identification and/or to monitor hazardous work areas so that controls and safe work practices can be implemented.</p> <ul style="list-style-type: none"> • Asbestos • Audiometric Testing • Indoor Air Quality • Industrial Hygiene Sampling • Fit testing • Noise Surveys • Pulmonary Function Testing • Sampling • Silica Testing 	 <p>Program & Procedure Development - Effective programs and procedures help ensure compliance and create a safe workplace for your employees. These programs are developed so that your business operations can be conducted safely, and are provided through online templates or custom on-site development.</p> <ul style="list-style-type: none"> • Arc Flash/Electrical Safety • Confined Space • Emergency Action Plans • Environmental Safety Hazards • Food Safety • Inspection and Asset Management • Footwear/Benefit Management • Lockout/Tagout • Machine Guarding • Medical First Aid • Online Safety Manager • SDS Management

Grainger’s Managed Footwear Program allows employees to order shoes through four different methods.

5. **Online Safety Footwear Program:** Administer footwear programs and purchase online with our easy to use web interface programs
6. **Shoemobile:** Grainger US Shoemobiles drive to your facility to service employee footwear needs, display over 100 footwear styles and stock 2,000 pairs to allow your employees to receive shoes during a visit.
7. **Grainger Footwear Centers:** Select Grainger branch locations across the US stock the latest footwear comfort technologies.
8. **Onsite Safety Footwear Center:** Company-approved inventory and displays located within Member US facilities make it convenient for your employees to purchase safety footwear.



Benefit Management System (BMS): Grainger’s BMS tracks Member purchases to provide customized reporting and tracking for Members engaged in a company/entity footwear program, including reporting and invoicing to meet the unique needs of each Member.

Prescription Eyewear Solution - Hoya's SRx Made Easy provides a simple process for US Members to purchase prescription safety eyewear through a national network of independent eye care professionals.



Online Safety Manager

The Grainger Online Safety Manager system makes it easier than ever to manage critical workplace safety programs from your location. This online solution gives Members instant access to a set of comprehensive safety management tools and resources.

- **Save** time, money and create a safer workplace!
- **Reduce** injuries, accidents and exposure to fines
- **Manage** risk, compliance, documents and SDSs from your PC
- **Ensure** regulatory compliance and drive standardization
- **Support** your transition to GHS (Globally Harmonized System)
- Track training and results, customize curriculum
- Access to Specialized Training for OSHA, NEPA, HAZWOPER and DOT
- Management of incident and Inspections, schedule safety checks, audits and track root cause analysis
- Instant Access to Safety Data Sheets, GHS label printing
- Occupational Health instantaneous interpretation of PFT results, questionnaire for employee clearance for respirator

Safety In-Field Specialist

Grainger’s Field Safety Specialists bring education, experience and expertise to help Members address a wide range of safety and health questions and issues assisting with injury reduction, compliance improvement, risk assessment, understand goals and align best-in-class solutions. Grainger North America has the depth and structure to deploy, support and track agency-wide initiatives.

<p>Our teams’ Primary accreditations conferred by the Board of Certified Safety Professionals include:</p> <ul style="list-style-type: none"> • Certified Safety Professional (CSP) • Associate Safety Professional (ASP) • Safety Trained Supervisor (STS) 	<p>Secondary affiliations and designations include:</p> <ul style="list-style-type: none"> • Qualified Safety Sales Professional Certification (QSSP, conferred by the International Safety Equipment Association (ISEA)) • Hazard Analysis & Critical Control Points (HACCP, Food Safety Certification) • OSHA-30 hour and OSHA-10 hour • OSHA 500 and 501 (General Industry and Construction Industry Trainers) • Numerous Supplier and Manufacturer Training
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Grainger Online Safety Training:

Sourcewell customers will have no-charge access to various Grainger resources such as our “On the Job Webinar Series” that relate to work environment topics.

Grainger’s “On the Job Webinar Series” addresses work environment issues such as:

- Safety
- OSHA Regulations
- Productivity
- Procurement & Inventory Management
- Green Solutions
- Emergency Preparedness

◀Energy Services

The Grainger North America Energy Services team can identify and implement a wide range of efficient solutions for your agency through its network of qualified, insured and licensed service providers. Our service providers help facilitate the installation of energy-saving and water conservation measures. We help Members secure applicable incentives and rebates for energy and water-saving projects. Grainger North America offers Environmentally Preferred Product (EPP) training in collaboration with our key supplier partners.

Potential Benefits:

- Improved use of energy and water
- Reduced operating costs
- Upgraded infrastructure
- Warranties on new equipment
- Lowered operational risk
- Avoided maintenance expenses
- Reduced facility carbon footprint

Comprehensive Services*:

- Multiple energy- and water-saving solutions
- Audit and financial analysis
- Material, contractor and project management
- Installation by qualified, insured and licensed service partners
- Disposal and recycling

**Provided by third party service providers and subject to Member eligibility.*



Lighting Projects



Compressed Air System Studies and Upgrade Projects



Steam Trap System Studies and Upgrade Projects



HVAC Projects



Dust Collection System Studies and Upgrade Projects



Water Conservation Upgrade Projects



Motor and Pump Projects



Electric Vehicle Charging Station Projects

◀ Facility Services

Grainger North America has a range of services to provide Members with assistance as to roofing, skill training, electrical and protecting interior services. A summary of our 3rd party relationships follows:

- **Electrical Services:** Electrical system consultations are offered to determine the degree of present arc flash hazards and apply equipment labeling. Studies include maintenance of electrical distribution system components and mitigation solutions to lower arc flash energy or exposure.
- **Technician Skill Training Services:** Members receive safety and industrial skills development to apply on the job immediately. Training can be scheduled on-site at Member locations or off-site at scheduled locations across North America. Topics such as compliance, electrical, HVAC, and mechanical are addressed.
- **Roofing Services:** Roofing and building maintenance solutions designed to prolong structural life, track roof assets, save energy and improve safety.
 - ✓ Patch & Repair Services
 - ✓ Roofing Restoration
 - ✓ Rooftop Safety Installation
 - ✓ Roof Cleaning
 - ✓ Inspection Services
 - ✓ Preventative Maintenance Contracts
 - ✓ Air Barrier Audits
- **Indoor Coating Services:** A comprehensive portfolio of solutions is offered for preparing, priming, coating and protecting interior surfaces.



◀ Consulting

Grainger North America’s Consulting Services teams analyze Member operations to increase efficiencies and lower cost associated with acquisition of MRO products and inventory management. **Based on our experience, most Members have the opportunity to take as much as 25% or more out of their costs.**

This evaluation employs a strategic framework of identified cost drivers to benchmark and provide ideal and cost effective solutions. This framework of cost drivers focuses on:

- **Process:** Grainger North America consultants can help redesign purchasing and inventory management processes to reduce complexity and cycle time while improving service levels. We offer solutions to streamline the purchasing process and automate inventory replenishment for enhanced productivity.
- **Inventory:** Inventory is a critical, expensive component of a Member's maintenance operation. Consultants provide expertise to optimize inventory levels. We work with Member resources to understand inventory demand and supply requirements, identify obsolete stock, recommend proper on-hand inventory levels and set effective reorder points for MRO items.
- **Supplier / Product:** Consultants segment, classify and analyze supplier/product usage to identify opportunities for greater leverage and incremental value.
- **Technology:** Effectively integrating electronic solutions into the MRO procurement strategies is key to enable long-term success and cost savings. Our Consultants develop strategies and implementation plans to get the most out of your electronic solutions.



◀ Technical Support

Grainger provides direct technical support from knowledgeable field personnel and manufacturers' field representatives. Grainger has an in-house Technical Product Support Department whose members average 28 years of experience to answer product questions across all categories. Approximately 5,800 times a day, 102 technically trained product specialists answer questions regarding product selection, application assistance, troubleshooting, installation, product specifications, performance data/wiring diagram, and government requirements and agency approvals.

Technical Training: Grainger North America works with our General Catalog manufacturers and suppliers to align training programs with Member needs. Examples include:

- Proto Tools Hand Tool Safety Seminar
- Dewalt Power Tools
- Fire-Resistant Workwear Training
- Fall Protection Training
- Hearing Protection & Conservation Training
- Gas Detection Equipment Training
- Arc Flash Awareness Seminar
- Fuses & Power Distribution Training
- Spill Containment Training
- Climbing Pro Ladder Training

23) Do you have an on-line purchasing portal? If so, please describe your online ordering process, purchase approvals/tracking, payment options, reporting and monitoring (For example, can a member track spending by staff members, can a member put limits on purchases, can a member be invoiced, etc.)

Yes, Grainger North America has an on-line purchasing portal. Grainger North America's web-based ordering system is the largest e-Retailer in the MRO industry with the most comprehensive website platform with user-friendly, customer focused, flexible web portals, mobile apps and eProcurement offerings in the industry. The solutions deliver "Easy to Find", "Easy to Use" and "Easy to Connect" procurement solutions that help Sourcewell members save time and money.






Grainger.com and AcklandsGrainger.com effectively guide Members to the products they want with dynamic search and compare capabilities, multiple shipping destinations stored, approval and workflow systems, and fast and easy check-out. Our online offerings allow users to easily search for the product(s) they need, filter search results in numerous ways and then quickly checkout utilizing default shipping and checkout options.

Product Compare

Email Print

Item #

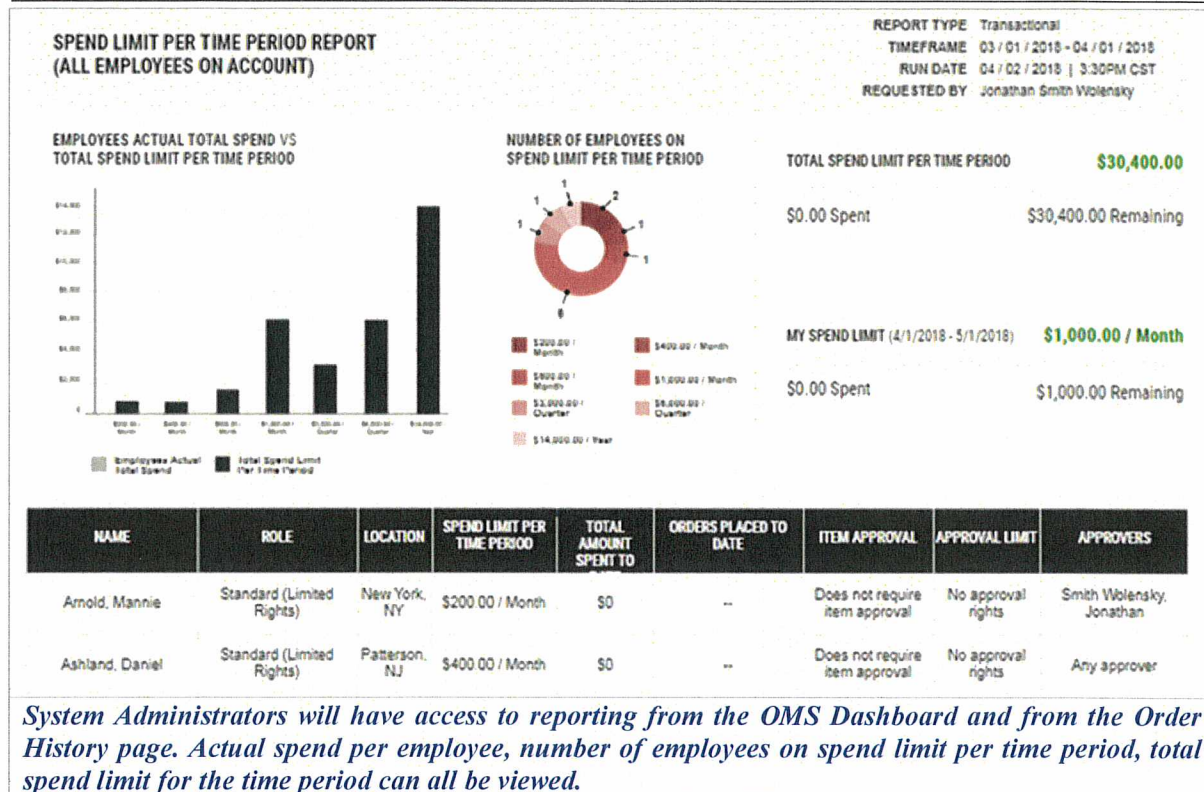
Products Overview

<p><input type="button" value="Remove Item"/></p>  <p>Item #: 5G058 DAYTON 1/2 HP General Purpose Motor, Capacitor Start, 1160 Nameplate RPM, Voltage 115/208-230, Frame 35C</p> <p>Your Price <input type="button" value="i"/> \$178.20 / each</p> <p>Qty <input type="text" value="1"/></p> <p><input type="button" value="Add to Cart"/></p> <p>+ Add to list</p>	<p><input type="button" value="Remove Item"/></p>  <p>Item #: 5K242 DAYTON 1/2 HP General Purpose Motor, Capacitor Start, 1725 Nameplate RPM, Voltage 115/208-230, Frame 35C</p> <p>Your Price <input type="button" value="i"/> \$113.40 / each</p> <p>Qty <input type="text" value="1"/></p> <p><input type="button" value="Add to Cart"/></p> <p>+ Add to list</p>	<p><input type="button" value="Remove Item"/></p>  <p>Item #: 5K182 DAYTON 1/2 HP General Purpose Motor, Capacitor Start, 2450 Nameplate RPM, Voltage 115/208-230, Frame 35C</p> <p>Your Price <input type="button" value="i"/> \$114.00 / each</p> <p>Qty <input type="text" value="1"/></p> <p><input type="button" value="Add to Cart"/></p> <p>+ Add to list</p>	<p><input type="button" value="Remove Item"/></p>  <p>Item #: 5G057 DAYTON 1/2 HP General Purpose Motor, Capacitor Start, 1725 Nameplate RPM, Voltage 115/208-230, Frame 35C</p> <p>Your Price <input type="button" value="i"/> \$144.60 / each</p> <p>Qty <input type="text" value="1"/></p> <p><input type="button" value="Add to Cart"/></p> <p>+ Add to list</p>	<p><input type="button" value="Remove Item"/></p>  <p>Item #: 25JF88 WEG 1/2 HP General Purpose Motor, 2-Phase, 1160 Nameplate RPM, Voltage 200-230/650, Frame 56</p> <p>Your Price <input type="button" value="i"/> \$115.80 / each</p> <p>Qty <input type="text" value="1"/></p> <p><input type="button" value="Add to Cart"/></p> <p>+ Add to list</p>
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Approvals and Budgeting (Budgeting – Grainger US only currently)

Grainger’s Order Management System (OMS) on Grainger.com, allows Sourcewell Members to manage spend through spend limits, order approvals and budgets. Grainger has a support team in place to help create user IDs and building the approval workflows. The OMS system allows an administrator to configure spend limits and/or approval limits per user and establish a default approver for each user.

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Payment Options

Grainger provides several payment options within the online buying experience. Users can add credit card options, purchase on account, or select to pay upon pickup at the local branch. Grainger US solution provides an opportunity to set default payment options.

Order History Reporting and Download Feature

Grainger North America's self-serve site allows users to view all orders placed as well as order status, delivery times, logs for approval, workflow actions taken, and to download invoices if copies are required. Buyers can use the tool for easy re-ordering of previously purchased items and payment of invoices.

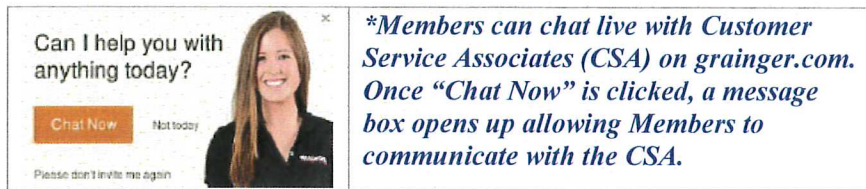
Users, who have Administrator access, have the ability to download a configurable order history report into an Excel, text, or XML format. This will aid in management's ability to track agency spend and user activity.

Additional Features

In addition to the above features Grainger.com users have access to the following features:

- User-friendly shopping tools to find products and prices quickly and easily
- Product specifications including item details and technical specifications
- Comprehensive product comparisons (Grainger US Only)
- SDS sheets (formerly MSDS)
- Contract pricing with Contract Reference Price
- Real-time product availability
- Private and shared item lists for easy reordering
- Auto-reorder capabilities (Grainger US Only)
- Online special order and catalog item quotes (Grainger US Only)
- Customizable order and line level data fields (Grainger US only)
- Invoice copies and payment options

- Account default management including payment and shipping options
- Online Help with Click to Chat (Grainger US Only)*
- Online Chat triggered by behavior (Acklands-Grainger only)



- 24) Please rank the top 3 market segments where your company provides products & services:
- a) Facilities MRO (Maintenance Repair & Operations)
 - b) Industrial Supplies
 - c) Tools & Equipment/Accessories
 - d) Electrical Power Transmission & Supplies
 - e) Mechanical Power Transmission
 - f) Pneumatics/ Fluid Power
 - g) Electrical and Lighting Products & Services
 - h) Plumbing Supplies & Waterworks
 - i) Construction & Building Supplies

Facilities MRO, Electrical and Lighting Products & Services and Industrial Supplies are likely our top 3 segments as noted on the list. Grainger's strategy is to distribute the broadest line of MRO products and service categories and anything related to small, medium and large commercial, government and institutional customers. Critical to our approach is an offering of scale and breadth encompassing each segment noted. We compete directly and emphatically with specialized distributors and manufacturers in power and mechanical transmission, pneumatics, electrical, lighting, plumbing, and facilities maintenance. We offer extensive product choice in the construction and building supply segment; we do not generally offer lumber, brick, stone or gravel. Grainger's sourcing reach is in further support of the strategy to provide comprehensive choice across all categories.

Our experience is that while prominent purchases are found in a particular segment such as Facilities MRO, Electrical and Lighting Products & Services and Industrial Supplies, Grainger North America's offering is spread across all categories. This strategy is built around customers that examine the acquisition process and quantify values, particularly price, time and compliance. We purposely pursue customers who understand the total costs of acquisition and maintaining inventory and embrace meaningful effort to control it. Individual bidding, trips outside the workplace to purchase, inadequate records and compliance and inefficient return and credit processes have identifiable and huge costs. In offering broad choice across all categories, our goal is to exceed the expectation throughout an organization- from purchasing to end user to audit/compliance.

25) Describe your market share, depth, and breadth of products and services offered within each of the following categories you currently provide to your government, education & non-profit customers:

- a) Facilities MRO (Maintenance Repair & Operations)
- b) Industrial Supplies
- c) Tools & Equipment/Accessories
- d) Electrical Power Transmission & Supplies
- e) Mechanical Power Transmission
- f) Pneumatics/ Fluid Power
- g) Electrical and Lighting Products & Services
- h) Plumbing Supplies & Waterworks
- i) Construction & Building Supplies

Grainger estimates the US market for MRO products to be approximately \$127 billion in 2017, of which our US business share is approximately 6%. Canada's market for MRO products was approximately \$11 billion, of which our Canada business share is approximately 7%. Our experience in the government sector is that our market share is slightly higher, in some jurisdictions approaching 10% and beyond where supply chain expertise and efficiencies are critical to provide product and services across long distances. In the government, education and non-profit sectors we deliver broad scale and deep depth across all product and service categories. Our objective is to meet all agency MRO requirements.

Grainger's 1.7 million products and services are purchased by government, education and non-profit customers similar to Sourcewell members daily. Our customers in this sector have access to more than 9,700 motors (DC, HVAC, pump, AC definitive purpose and general) and the replacement parts and supplies associated with each. Our waterworks offering serves public and private utilities, reservoirs, filtering plants, irrigation systems and sewer and treatment facilities throughout North America. The electric and lighting offering includes 651 ballasts, 3,600 bulbs and lamps, 4,600 fixtures and the parallel replacement parts. In the printed catalog, Grainger's industrial safety product line approaches 1,000 pages. In each category Sourcewell references, products are in-stock and ready to ship to arrive the next day. Grainger's manufacturers and supplier relationships and supply chain capability assures that product arrives where and when it is needed, particularly in emergency circumstances. The offering evolves continually to meet changing customer requirements.

We provide these products through Grainger sales representatives, catalogs, eCommerce, inventory management and local branches. This combination of product breadth, local availability, speed of delivery, detailed product information and competitively priced products and services applies across all categories. Our technical expertise assists customer purchasing decisions, including advice to improve agency operations. Grainger compliance protocols reflect the standards associated with government agencies. The breadth of our product and service line, and the expertise of Grainger employees, is the foundation of our proposal to Sourcewell members in the government, education and non-profit sectors



Signature: _____

Date: 12/06/2018

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 #: 121218-WWG

Proposer's full legal name: W.W. Grainger, Inc.

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

The effective date of the Contract will be January 25, 2019 and will expire on January 25, 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

505074139006489
DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42B8F817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 23, 2019

Sourcewell Contract # 121218-WWG

Vendor Authorized Signatures:

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

Vendor Name Grainger

Authorized Signatory's Title Sr. National Government Sales Manager

Chris Porter

VENDOR AUTHORIZED SIGNATURE

Chris Porter

(NAME PRINTED OR TYPED)

Executed on Jan. 29, 2019

Sourcewell Contract # 121218-WWG



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED W.W. Grainger, Inc. and its subsidiaries, affiliates and divisions (see attached addendum for Named Insureds) 100 Grainger Parkway Lake Forest IL 60045 USA	INSURER A: Zurich American Ins Co		16535
	INSURER B: Illinois Union Insurance Company		27960
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier : A

COVERAGES **CERTIFICATE NUMBER: 570077990045** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0554290806	01/01/2019	01/01/2020	EACH OCCURRENCE	\$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$10,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$10,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	\$10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5542907 06	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOOG27936155004	01/01/2019	01/01/2020	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC554290406	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A				AOS	01/01/2019	01/01/2020	E.L. EACH ACCIDENT	\$1,000,000
				WC554290506			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				MA & WI			E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Excess WC			EWS554290606	01/01/2019	01/01/2020	EL Each Accident	\$1,000,000
				SIR applies per policy terms & conditions			EL Disease - Policy	\$1,000,000
							EL Disease - Ea Emp	\$1,000,000

Certificate No : 570077990045

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RIDER AGREEMENT NO. 20-046-R. The Certificate Holder is included as Additional Insured per attached form U-GL-1114-A CW (10/02) with respect to General Liability policy, where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Arlington County Virginia 2100 Clarendon Blvd. Suite 500 Arlington VA 22201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED W.W. Grainger, Inc. and its	
POLICY NUMBER See Certificate Number: 570077990045			
CARRIER See Certificate Number: 570077990045	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds

including Zoro Tools, Inc., Fabory U.S.A., Ltd and E&R Industrial Sales Inc.

Policy Number
GLO 5542908-06

ENDORSEMENT #3

ZURICH AMERICAN INSURANCE COMPANY

Named Insured W.W. GRAINGER, INC.

Effective Date: 01-01-19
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL INC

Agent No. 01784-000

BLANKET ADDITIONAL INSURED

"WHO IS AN INSURED" IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED UNDER CONTRACT OR AGREEMENT TO PROVIDE INSURANCE. HOWEVER, THE INSURANCE PROVIDED SHALL NOT EXCEED THE SCOPE OF COVERAGE AND/OR LIMITS OF THIS POLICY. NOTWITHSTANDING THE FOREGOING SENTENCE, IN NO EVENT SHALL THE INSURANCE PROVIDED EXCEED THE SCOPE OF COVERAGE AND/OR LIMITS REQUIRED BY SAID CONTRACT OR AGREEMENT.