

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder

Henry Heimuller

Alex Tardif

Administration

Jan Greenhalgh

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

www.co.columbia.or.us

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, August 7, 2019

10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- July 31, 2019 Board Meeting
- July 31, 2019 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

HEARING(S):

- 1) Public Hearing on Transit District **(6:30 pm)**

Order No. 62-2019 -In the Matter of Calling an Election on the Question of Formation of a New Columbia County Rider Transit Service District.

CONSENT AGENDA:

- A. Ratify the Select to Pay for 08.05.19.
- B. Approve Personnel Action for Jacyn Normine
- C. Order No. 44-2019 In the Matter of Conveying Certain Real Property in Vernonia, Oregon, to Zephanian Emmons and Lindsay Emmons, Tax Map ID No. 4N4W04-BD-08200 and Tax Account No. 22976

AGREEMENTS/CONTRACTS/AMENDMENTS:

- D. C119-2019, Public Procurement Contract with Peterson CAT for a Caterpillar Loader/Mower

- E. C120-2019-Amentment No.1 to Intergovernmental Agreement No. 11088 with the Oregon Department of Education, Youth Development Division and Authorize the Chair to sign
- F. Quitclaim Deed to Zephanian and Lindsay Emmons, Tax Map ID No. 4N4W04-BD-08200 and Tax Account No. 22976, authorize the Chair to sign

DISCUSSION ITEMS:

Jean Ripa / Sarah Hanson:

- Executive Session 192.660 (2)(f)

COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER TARDIF COMMENTS:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Calling an Election on the)
Question of Formation of a New Columbia) ORDER NO. 62-2019
County Rider Transit Service District)

WHEREAS, ORS 451.435 authorizes the Board of County Commissioners for Columbia County, Oregon, to initiate the formation of a transit service district in accordance with the procedures set forth in ORS 198.705 to 198.955; and

WHEREAS, in accordance with those procedures, the Board of County Commissioners adopted Order No. 33-2019 on June 5, 2019, to initiate the formation of the Columbia County Rider Transit Service District (hereinafter “District”), and after holding a public hearing, adopted Order No. 60-2019 on July 10, 2019, to approve the formation of the District; and

WHEREAS, following proper notice, the Board then held a final public hearing on August 7, 2019, to consider whether to put the question of the formation of the District and the proposal for a permanent rate limit on the November 5, 2019, election ballot; and

WHEREAS, at the hearing, County staff presented a proposed ballot title and explanatory statement describing the purpose of the district, the boundaries of the district, and the proposed permanent rate limit of \$0.18 per \$1,000 of assessed value; and

WHEREAS, at the August 7, 2019, public hearing, the Board accepted testimony and evidence on the formation of the District and the proposed permanent rate limit; and

WHEREAS, the Board then closed the hearing, deliberated, and voted to direct staff to file the a ballot title for the November 5, 2019, election on the question of forming the District and the District’s proposed permanent rate limit;

NOW, THEREFORE, THE BOARD HEREBY ORDERS, as follows:

1. The Board of County Commissioners finds and approves the stated purposes of the Columbia County Rider Transit Service District, which is to create a district and stable funding for public transit service in Columbia County. The Board further finds that a permanent rate limit of \$0.18 per \$1,000 of assessed value would be needed to fund the District.
2. The Board of County Commissioners calls for an election on the question of the formation of the new Columbia County Rider Transit Service District with a permanent rate limit of \$0.18 per \$1,000 of assessed value. Said election shall be held on November 5, 2019, the date of the next general election.

3. The Board of County Commissioners adopts and approves the text of the ballot title, as shown on the Request for Ballot Title, which is attached hereto as Exhibit A and incorporated herein by this reference, and which the Board authorizes the Chair to sign.
4. The Board requests that the County elections official file the attached ballot title and publish notice of its receipt.
5. The County elections official shall include with the ballot for the election a map or other description of the boundaries of the proposed new district using streets and other generally recognized features and a statement of the permanent rate limit proposed for the district. A description of the District boundaries is attached hereto as Exhibit B and incorporated herein by this reference.

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

Approved as to form

By: _____
Margaret Magruder, Commissioner

By: _____
Office of County Counsel

By: _____
Alex Tardif, Commissioner

Request for Ballot Title

Preparation or Publication of Notice

SEL 805

rev 01/18
OAR 165-014-0005

No later than the **80th day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
Election Date November 5, 2019	Authorized Official Henry Heimuller, Chair, Board of Columbia County Commissioners
Contact Phone 503-366-8505	Email Address todd.wood@columbiaor.gov
Referral Information	
Title, Number or other Identifier Columbia County Rider Transit Service District	
This Filing is For	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input checked="" type="checkbox"/> Publication of Notice Ballot title below.
Ballot Title Additional requirements may apply	
Caption 10 words which reasonably identifies the subject of the measure. Formation of Columbia County Rider Transit Service District	
Question 20 words which plainly phrases the chief purpose of the measure. Shall a transit service district be formed with a permanent rate of \$0.18/\$1,000 of assessed value beginning FY 2020?	
Summary 175 words which concisely and impartially summarizes the measure and its major effect. This measure would create a new service district called the Columbia County Rider Transit Service District (the "District"), which will serve to provide permanent local funding for the Columbia County Rider ("CC Rider") public transit system. CC Rider will continue to operate as a department of Columbia County, and the District will be governed by the Board of County Commissioners for Columbia County. The District will contain the area within the boundaries of Columbia County, including its Cities except for the City of Prescott, which did not consent to inclusion. If approved, the measure will authorize a permanent tax rate of \$0.18 per \$1,000 of assessed value for all property within the District. This rate is estimated to raise \$1,038,422 for CC Rider in its first year (fiscal year 2020-21) and grow to \$1,446,328 by its tenth year (fiscal year 2029-30). The proposed rate would amount to \$36 per year for a property valued at \$200,000.	
<i>By signing this document:</i> → I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.	

Signature

Date Signed

EXHIBIT B

Columbia County Rider Transit Service District Boundaries

The Columbia County Rider Transit Service District shall include the area within Columbia County, as follows:

Columbia County

Beginning at the point where the northern boundary of the state is intersected by the projection north of the range line between ranges 5 and 6 west of the Willamette Meridian; thence south along such projection and range line to the southwest corner of township 4 north, range 5 west; thence east along the line between townships 3 north and 4 north of the Willamette Base Line to the northeast corner of section 3, township 3 north, range 3 west; thence south along section lines to the southwest corner of section 11 of such township; thence east along section lines to the southeast corner of section 12 of such township; thence south along the township line to the southeast corner of section 13 in such township; thence east along section lines to the northeast corner of section 21, township 3 north, range 2 west; thence south to the southeast corner of section 21 of such township; thence east along section lines to the southwest corner of section 23, township 3 north, range 1 west; thence north to the west quarter-corner of such section; thence east along quarter-section lines to the boundary of the state; thence northerly and westerly along the boundary of the state to the point of beginning;

EXCEPTING THEREFROM:

City of Prescott

All territory included in the City of Prescott, as it existed on November 5, 2019.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

In the Matter of Conveying Certain Real Property)
in Vernonia, Oregon, to Zephanian Emmons and)
Lindsay Emmons, Tax Map ID No. 4N4W04-BD-08200) ORDER NO. 44-2019
and Tax Account No 22976)

WHEREAS, on January 29, 2015, *nunc pro tunc* October 2, 2014, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bahl, James L. & Freida M., et al.*, Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Vernonia, Oregon, having Tax Map ID No. 4N4W04-BD-08200 and Tax Account No. 22976 (the “Property”), by deed recorded as document number 2016-008867 in the Columbia County deed records; and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto (the “Quitclaim Deed”), which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at auction on August 16, 2017, with a minimum bid of \$31,325.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, Buyer has offered to purchase the Property for \$10,000.00, an amount exceeding 15% of the minimum bid; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee (the “Administrative Fee”) in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth in the Purchase and Sale Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Zephanian Emmons and Lindsay Emmons, plus an administrative fee in the amount of \$145.00.

2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B.

3. The fully-executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

By: _____
Margaret Magruder, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A

Tax Account No. 22976

Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

ZEPHANIAN AND LINDSAY EMMONS
6584 NE DOGWOOD ST.
HILLSBORO, OR 97124

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Zephanian and Lindsay Emmons, husband and wife, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 4N4W04-BD-08200 and Tax Account No. 22976, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$10,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 44-2019 adopted on the ____ day of _____, 2019, and filed in Commissioners Journal at Book ____, Page ____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
)
County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHIBIT A

**Legal Description for Map ID No 4N4W04-BD-08200 and
Tax Account No. 22976**

A tract of land in Section 04 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lots 4 and 5, Block 7, EAST SIDE ADDITION OF VERNONIA, Deed Volume L, Pages 636-637, in the City of Vernonia, Columbia County, Oregon.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

In the Matter of Conveying Certain Real Property)
in Vernonia, Oregon, to Zephanian Emmons and)
Lindsay Emmons, Tax Map ID No. 4N4W04-BD-08200) ORDER NO. 44-2019
and Tax Account No 22976)

WHEREAS, on January 29, 2015, *nunc pro tunc* October 2, 2014, the Circuit Court of the State of Oregon for the County of Columbia entered of record the General Judgment in *Columbia County v. Bahl, James L. & Freida M., et al.*, Case No. 14-CV12025; and

WHEREAS, on October 12, 2016, pursuant to that General Judgment, Seller acquired foreclosed real property, including that certain parcel of land situated in Vernonia, Oregon, having Tax Map ID No. 4N4W04-BD-08200 and Tax Account No. 22976 (the “Property”), by deed recorded as document number 2016-008867 in the Columbia County deed records; and

WHEREAS, the Property is depicted on Exhibit A hereto, and is more specifically described in the draft quitclaim deed attached as Exhibit B hereto (the “Quitclaim Deed”), which is incorporated by reference herein; and

WHEREAS, the County offered the Property for sale at auction on August 16, 2017, with a minimum bid of \$31,325.00, and no offers were received; and

WHEREAS, pursuant to ORS 275.200(2), the County may sell and convey the Property without further public notice for not less than 15% of the minimum bid at auction; and

WHEREAS, Buyer has offered to purchase the Property for \$10,000.00, an amount exceeding 15% of the minimum bid; and

WHEREAS, County policy provides that Buyers of tax foreclosed properties shall pay a \$145.00 administrative fee (the “Administrative Fee”) in addition to the agreed upon purchase price; and

WHEREAS, Seller intends to sell the Property to Buyer on the terms and conditions set forth in the Purchase and Sale Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. Pursuant to ORS 275.200(2), the Board of County Commissioners authorizes the sale of the above-described Property to Zephanian Emmons and Lindsay Emmons, plus an administrative fee in the amount of \$145.00.

2. The Board of County Commissioners will convey the Property by Quitclaim Deed in a form substantially the same as Exhibit B.

3. The fully-executed Quitclaim Deed shall be recorded in the County Clerk deed records by Columbia County.

DATED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form:

By: _____
Office of County Counsel

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Vice Chair

By: _____
Alex Tardif, Commissioner

EXHIBIT A

Tax Account No. 22976

Map



EXHIBIT B

AFTER RECORDING, RETURN TO GRANTEE:

ZEPHANIAN AND LINDSAY EMMONS
6584 NE DOGWOOD ST.
HILLSBORO, OR 97124

Until a change is requested, all tax statements shall be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Zephanian and Lindsay Emmons, husband and wife, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 4N4W04-BD-08200 and Tax Account No. 22976, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$10,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 44-2019 adopted on the ____ day of _____, 2019, and filed in Commissioners Journal at Book ____, Page ____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
)
County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHIBIT A

**Legal Description for Map ID No 4N4W04-BD-08200 and
Tax Account No. 22976**

A tract of land in Section 04 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lots 4 and 5, Block 7, EAST SIDE ADDITION OF VERNONIA, Deed Volume L, Pages 636-637, in the City of Vernonia, Columbia County, Oregon.

PUBLIC PROCUREMENT CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and PETERSON CAT

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County," and PETERSON CAT, hereinafter referred to as "Vendor," for the purchase of a Caterpillar loader/mower through a Sourcewell Cooperative Procurement (Contract #032119-CAT).

RECITALS:

WHEREAS, on May 10, 2019, Sourcewell (formerly National Joint Powers Alliance or NJPA), a local government unit and public agency under Minnesota state law, entered into Sourcewell Contract #032119-CAT with Caterpillar, Inc. (of which Vendor is an authorized dealer), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the County may enter into a contract through an interstate cooperative procurement without competitive bidding if the original contract and its solicitation complied with ORS 279A.220; and

WHEREAS, the solicitation of Sourcewell Contract ##032119-CAT complied with the requirements in ORS 279A.220 for an interstate cooperative procurement; and

WHEREAS, utilizing Sourcewell's interstate cooperative procurement for its Contract ##032119-CAT, the County desires to enter into a contract with Vendor for the purchase and delivery of a new Caterpillar loader/mower;

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the last date signed by the parties, below.
2. Completion Date. The completion date for this Agreement shall be no later than December 31st, 2019, unless sooner terminated as provided herein.
3. Goods and Services Procured. Vendor agrees to provide the Caterpillar loader/mower (Model 926M), as described in Vendor's Quote, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. Vendor shall be responsible for the proper installation of the goods and/or equipment as set for in **Exhibit A**. Furthermore, this purchase is made under a national cooperative procurement through Sourcewell (*formerly* National Joint Powers Alliance) Contract #032119-CAT, attached hereto as **Exhibit B** and incorporated herein by this reference. In case of conflict between this Agreement and its exhibits, this Agreement shall control, followed by Exhibit B and Exhibit A in that order.
4. Consideration. County shall pay Vendor for the goods and/or equipment, and for the installation of the goods and/or equipment, an amount not to exceed \$261,438.60, said amount to be the complete compensation to Vendor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this

Agreement in accordance with Section 17 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

<u>FOR VENDOR:</u> Joe Lindberg Machine Sales Representative Peterson CAT 5450 NE Five Oaks Dr. Hillsboro, OR 97124 (503) 880-6648	<u>FOR COUNTY:</u> Tristan Wood, Assistant Director Columbia County Public Works 1054 Oregon St. St. Helens, OR 97051 (503) 397-5090
--	---

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
7. Compliance with Codes and Standards. It shall be the Vendor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Vendor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Vendor were a public official as defined in ORS 244.020.
8. Reports. Vendor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
9. Independent Contractor. Vendor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Vendor delivers services under this Agreement and does not exercise any control over the activities of the Vendor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Vendor's debts or any other liabilities of Vendor. Vendor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
- A. Vendor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- B. This Agreement is not intended to entitle Vendor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Vendor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Vendor is presently a member of the Public Employees Retirement System).
- C. The Vendor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation

coverage under this Agreement. If the Vendor has the assistance of other persons in the performance of the Agreement, the Vendor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Vendor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Vendor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Vendor shall:

(1) Make payment promptly, as due, to all persons supplying to Vendor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Vendor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Vendor, of all sums that Vendor agrees to pay for the services and all moneys and sums that Vendor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

C. Vendor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Vendor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the vendor may require the employees to work. [ORS 279A.235 (5)(b)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Vendor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of

this Agreement when employed by Vendor. Vendor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Compliance. As required by ORS 279B.045, Vendor represents and warrants that Vendor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Vendor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Vendor's failure to comply with the tax laws of this state or a political subdivision of this state before the Vendor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Vendor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Vendor's knowledge, Vendor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
13. Nonassignment; Subcontracts. Vendor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in the Specifications.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Vendor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Vendor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
16. Insurance. Vendor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 each occurrence to protect County, its officers, agents, and employees. Vendor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Vendor agrees to notify County immediately upon notification to Vendor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Vendor, or at such later date as may be established by the County under the following conditions:
 - A. If Vendor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Vendor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Vendor shall be required to repay to County the amount of any funds advanced to Vendor which Vendor has not earned or expended through the provision of goods and/or equipment and/or services in accordance with this Agreement. However, Vendor shall be entitled to retain all costs incurred and fees earned by Vendor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Vendor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Vendor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Vendor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
23. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Warranty. Any warranties for goods or equipment supplied according to the terms of this Agreement are set forth in the Sourcwell/NJPA Contract #32119-CAT, attached as Exhibit B. Copies of a manufacturer's warranty, if any, which may apply to the goods or equipment will be provided upon request. Vendor warrants any labor performed according to the terms of this

Agreement to be free from defects in workmanship for a period of 30 days from the date the work was completed. If a defect in workmanship is found within the 30 days, Vendor will correct the defect at one of its places of business during normal working hours at no cost to County. Vendor's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and / or maintain equipment in accordance with the manufacturer's specification, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Vendor.

27. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. VENDOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VENDOR

OWNER

PETERSON CAT

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: Bill Bean

By: _____
Henry Heimuller, Chair

Name: Bill Bean

By: _____
Margaret Magruder, Commissioner

Date: 7/25/19

Approved as to form

By: _____
Alex Tardif, Commissioner

By: _____
Office of County Counsel

Date: _____



May 14, 2019

COLUMBIA COUNTY ROAD DEPT
 1054 OREGON STREET
 ST HELENS Oregon 97051
 Attention: TRISTAN WOOD

RE: Quote 164678-02

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 926M Wheel Loaders

MACHINE SPECIFICATIONS

926M WHEEL LOADER	536-5300	\$179,530.00
STEERING, STANDARD, DUAL MODE	430-2997	\$1,185.00
DIFFERENTIAL, OPEN REAR	333-6528	\$0.0
ENVIRONMENT, MEDIUM DEBRIS	536-5340	\$2,530.00
WEATHER, COLD START 120V	454-0610	\$2,130.00
HYDRAULICS, 3V, CPLR READY, SL	536-5323	\$2,385.00
HYDRAULICS, STANDARD	536-5282	\$0.0
LINES, AUX 3RD, STD LIFT	530-1623	\$306.00
JUMPER LINES, AUX 3RD, FUSION	445-4725	\$585.00
LIGHTS, AUX, LED, PREMIUM	559-0844	\$1,030.00
LIGHTS, ROADING, LED, RH	541-3067	\$875.00
CAB, DELUXE	536-5309	\$3,035.00
SEAT, PREMIUM	563-5968	\$2,425.00
RADIO, BLUETOOTH, AUX, MIC	372-1868	\$745.00
PRODUCT LINK, CELLULAR PL641	565-0908	\$0.0
TIRES, 20.5R25 TI MXL * L3	376-0827	\$10,300.00
FENDERS, FULL COVER	430-2849	\$2,695.00
COUNTERWEIGHT, HEAVY	348-2579	\$0.0
TOOLBOX AUX	491-7922	\$505.00
RIDE CONTROL	430-2859	\$4,065.00
WINDSHIELD ACCESS STEPS	469-0647	\$640.00
CAMERA, REAR VIEW	377-5635	\$1,075.00
WARNING, BEACON, LED STROBE	333-1425	\$267.00
SIDE MIRROR, RH	482-5167	\$94.00
QUICK COUPLER, FUSION	536-5313	\$4,220.00
CARRIAGE, PAL C3/4, 62", FUS	532-8222	\$2,610.00
FORK TINE, 2.25" X 6" X 60"	371-2360	\$2,038.00
BUCKET, GP, 3.2YD3, FUS	345-2424	\$9,326.00
CUTTING EDGE, BOLT ON(4 PIECE)	8E-4566	\$789.00
<hr/>		
DIAMOND 23 FT BOOM ASSEMBLY COMPLETE WITH FREIGHT	DIAMOND	\$55,978.00
50 INCH ROTARY MOWER	DIAMOND	\$10,939.00
50 INCH HD FLAIL MOWER	DIAMOND	\$14,010.00
DIAMOND BOOM MOWER INSTALLATION	SHOP	\$3,765.00
PREDELIVERY, FUEL, TEST AND ADJUST, CLEAN	SHOP	\$1,690.00
48 MONTH - 2500 HOUR PREMIER COVERAGE	CAT ESC	\$2,664.00

SELL PRICE	\$324,431.00
SOURCEWELL MEMBER DISCOUNT AT 24% OF CAT CONTENT	(\$56,492.40)
ADDITIONAL DEALER DISCOUNT	(\$6,500.00)
TOTAL SOURCEWELL CONTRACT BALANCE DUE	\$261,438.60

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

F.O.B/TERMS: Columbia County Shops

ADDITIONAL CONSIDERATIONS

- Quoted as Per Sourcewell Contract# 032515-CAT

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Joe Lindberg
Machine Sales Representative
Peterson CAT
(503) 880-6648
JALindberg@petersoncat.com

FORM E

CONTRACT ACCEPTANCE AND AWARD



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

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar 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 the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
COEP2A138D0648B
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

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

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

Patrick Kearns
VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

| March 22, 2019 |

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #032119

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened | March 22, 2019 | at 8:30 a.m. Central Time.

RFP Timeline

January 31, 2019	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
March 5, 2019 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

TABLE OF CONTENTS

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

1 DEFINITIONS

A. CONTRACT

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

B. PROPOSER

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

C. SOURCED GOOD or OPEN MARKET ITEM

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

D. VENDOR

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

2 ADVERTISEMENT OF RFP

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

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

3 INTRODUCTION

A. ABOUT SOURCEWELL

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

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

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

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

B. JOINT EXERCISE OF POWERS LAWS

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

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

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

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

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

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

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

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

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

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

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

D. THE INTENT OF THIS RFP

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

3.11 Beyond our primary intent, Sourcewell further desires to:

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

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

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

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

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

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

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

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES.

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

3.17.1 Subject to section 3.17.2 below, the following types of heavy construction equipment: wheeled, tracked, and backhoe loaders, motor graders, wheeled and tracked excavators, bulldozers, compactors, scrapers, articulated and rigid haulers, cranes, highway-class asphalt pavers, screeds, pavement milling machines, and rollers.

3.17.2 A Proposer must meet **at least one** of the following four requirements to be considered within scope of this solicitation. For purposes of Section 3.17.2 and its subsections, the term “published” means that the information is readily available through the proposer’s printed literature or website and that the proposer has verified the accuracy of the information:

3.17.2.1 At least one wheel loader with published net horsepower (HP) of at least 330 HP, and a crawler excavator with published net HP of at least 500 HP and maximum operating weight of at least 150,000 lbs.

3.17.2.2 At least one motor grader with a published maximum operating weight of at least 30,000 lbs.

3.17.2.3 At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3.17.2.4 At least one highway-class asphalt paver with a published maximum operating weight of at least 19,000 lbs.

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

3.17.3.1 This solicitation should **NOT** be construed to include any of the following:

- a. Construction services
- b. Equipment accessory, attachment and supply only solutions, or
- c. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
 - i. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #042815)
 - ii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
 - iii. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
 - iv. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
 - v. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
 - vi. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by Sourcewell.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

3.23 Sole Source of Responsibility- Sourcewell desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Sourcewell also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet Sourcewell Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer’s Commitment Period: In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

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

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

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

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

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

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

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

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

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

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

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

G. SOLUTIONS-BASED SOLICITATION

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

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

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

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

B. PRE-PROPOSAL CONFERENCE

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

C. IDENTIFICATION OF KEY PERSONNEL

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

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

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

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

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

E. PROPOSAL FORMAT

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

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

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

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

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

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

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

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

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

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

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

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

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

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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

4.15 Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.

4.17 If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under "Solicitations") and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening,

the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL'S RIGHTS RESERVED

4.24 Sourcewell may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 PRICING

5.1 Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$200 Million.**

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

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

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

A. LINE-ITEM PRICING

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

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

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

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

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

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

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

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

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

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

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

C. COST PLUS A PERCENTAGE OF COST

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

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and

service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

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

E. CEILING PRICE

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

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

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

H. SOURCED GOOD or OPEN MARKET ITEM

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

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

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

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

I. PRODUCT & PRICE CHANGES

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

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

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

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

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

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

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

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

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

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

5.39 through 5.43 [These sections are intentionally blank.]**K. SALES TAX**

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

L. SHIPPING

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

5.46 through 5.47 [These sections are intentionally blank.]

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

5.49 through 5.50 [These sections are intentionally blank.]

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

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

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

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

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 Any protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS; AIRPORT IMPROVEMENT PROGRAM PROVISIONS

8.31 Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).

Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Title VI Solicitation Notice. Sourcewell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.45 Trade Restriction Certification. To the extent applicable, Proposer will comply with the provision in 49 U.S.C. § 50104 regarding certification and notice requirements for firm ownership or control by one or

more citizens of a foreign county listed by the Office of the United States Trade Representative as discriminating against U.S. firms.

8.46 Procurement of Recovered Materials. To the extent applicable, Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

8.47 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

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

Proposer Name: _____ Questionnaire completed by: _____

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

Name: _____ E-Mail address: _____

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

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 33) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

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



Company Name: _____

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

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

Proposer's Signature: _____ Date: _____

Sourcewell's clarification on exceptions listed above:



FORM D

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

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

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

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

CONTRACT ACCEPTANCE AND AWARD



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

Sourcewell Contract #: 032119-XXX

Proposer's full legal name: TBD

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

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

Sourcewell Authorized Signatures:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 032119-XXX

Vendor Authorized Signatures:

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

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 032119-XXX

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

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

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

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

EXHIBIT B

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

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

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

My commission expires: _____

Signature: _____



Form G

OVERALL EVALUATION AND CRITERIA

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

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind

that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
 - _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcwell Member, describe in detail the complete travel expense, shipping and delivery program.
- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.
- 18) Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.
- 20) Describe any environmental management system certifications obtained by your organization.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

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

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

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

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

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

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

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

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

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

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

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

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

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

SOURCEWELL CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

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

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

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

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

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

Section 4. Complete Restatement of Pricing Submitted

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

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

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

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

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

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

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

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

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

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

[Oregon](#)

[Hawaii](#)

[Washington](#)

EXHIBIT B



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	Bear Lake County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Beneviah County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Bingham County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Blaine County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Boise County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Bozeman 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
Hanalei 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	Sanpete 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	Greenville 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	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Albany	Saluda County	City of Cedar City	Municipality
	Municipality	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Ashland	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Athena	York County	City of Coalville	City of Arlington
	City of Arco	City of Aumsville	Municipality	City of Colorado City	City of Asotin
	City of Arimo	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Bliss	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bloomington	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Boise	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Bonners Ferry	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Bovill	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Buhl	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Burley	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cambridge	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Cave Junction	City of Conway	City of Ferron	City of Burien
	City of Cascade	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
	City of Castledorf	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Clatskanie	City of Easley	City of Garland	City of Cashmere
	City of Clayton	City of Clatskanie	City of Florence	City of Grantsville	City of Castle Rock
	City of Clifton	City of Clifton	City of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Council	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Craigmont	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Crouch	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah

EXHIBIT B

Hawaii	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 Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of 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 Santarita	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 Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Tropic	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

EXHIBIT B

Hawaii	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 Olmick
	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 Slaties	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 Lincolnville	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-Woollley
	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 Tekoa
	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 Kooshaem	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 Randolph	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 Bucoda	Town of Bucooda
	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	City of Coulee Dam
	Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	Town of Coupeville

EXHIBIT B

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

EXHIBIT B

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	Western 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	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
Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Dietrich Highway District	lone School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Juab Special Service Fire District	Bridgeport School District No. 75
Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimnon School District No. 46
East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
Fenn Highway District	La Grande School District No. 1	Union County School District	MidValley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lakeview School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 2	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. J250-185
Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Gooding County Memorial Hospital District	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Granite Reeder Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Greater Swan Valley Fire Protection District No. 2	Monument School District	Bolling Springs Fire District, Greeneville County	Orary Park Water Improvement District	Coville School District No. 115
Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
Homedale Highway District	Nestucca Valley School District No. 301	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 207	Davenport School District No. 207
Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Jerome Rural Fire District No. 1	North Wasco School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divia School District
Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai County Water District No. 1	Oregon School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai-Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kootenai-Shoshone Soil and Water Conservation District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Kuna Library District	Paisley School District No. 11	Dorchester County Housing Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 58
Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
Lewiston-Nez Perce County Regional Airport Authority	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 2
Lincoln County Recreation District	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
Little Blacktail Ranch Water District	Pinehurst School District No. 11	Frapp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
Little Wood River Library District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
Lizard Butte Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
Lost River Highway District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
M&T Water and Sewer District	Portland Public School District No. 1	Georgetown Housing Authority	Utah Animal Control and Shelter Special Service District	Finley School District
Mackay Free Library District	Powers School District No. 31	Gilbert-Summit Rural Water District	Utah County Municipal Building Authority	Franklin Pierce School District No. 402
Madison Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Utah Fire Suppression Special Service District	Freeman School District No. 358
	Prospect School District	Greenville Arena District	Utah Health Care Special Service District	Garfield School District No. 302

EXHIBIT B

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
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
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		Lakeview School District No. 306
Pioneer Irrigation District	Tillamook School District No. 80j	North Charleston Sewer District		Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocastello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocastello-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. 116	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 Park and Recreation District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority	Boardman Rural 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	Wedgefield 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		

EXHIBIT B

Hawaii

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	Clatskop 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			Pomery 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

EXHIBIT B

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

EXHIBIT B

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
		Vandevent 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

EXHIBIT B

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

EXHIBIT B

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Lake Stevens Sewer District
Lake Wenatchee Water District
Lake Whatcom Water and Sewer District
Lakehaven Utility District
Lakewood Water District
Lenora Water and Sewer District
Lewis County Conservation District
Lewis County Fire District No. 1
Lewis County Fire District No. 11
Lewis County Fire District No. 13
Lewis County Fire District No. 18
Lewis County Fire District No. 9
Lewis County Fire Protection District No. 14
Lewis County Fire Protection District No. 16
Lewis County Fire Protection District No. 2
Lewis County Fire Protection District No. 5
Lewis County Fire Protection District No. 6
Lewis County Fire Protection District No. 8
Lewis County Hospital District No. 1
Lewis County Public Facilities District
Lewis County Public Utility District No. 1
Lewis County Water District No. 1
Lewis County Water District No. 3
Lewis Public Transportation Benefit Area Authority
Liberty Lake Sewer and Water District
Lincoln County Fire District No. 1
Lincoln County Fire District No. 4
Lincoln County Fire Protection District No. 5
Lincoln County Fire Protection District No. 6
Lincoln County Fire Protection District No. 8
Lincoln County Hospital District No. 3
Lincoln-Adams County Fire Protection District No. 3
Longview Housing Authority
Lopez Island Library District
Lower Elwha Housing Authority
Lower Squilchuck Irrigation District
Lummi Housing Authority
Lummi Tribal Sewer and Water District
Makah Housing Authority
Malaga Water District
Manchester Water District
Manson Park and Recreation District
Marshland Flood Control District
Marysville Fire District
Mason Conservation District
Mason County Fire District No. 13
Mason County Fire District No. 17
Mason County Fire District No. 2
Mason County Fire District No. 4
Mason County Fire Protection District No. 5
Mason County Fire Protection District No. 8
Mason County Housing Authority
Mason County Public Hospital District No. 1
Mason County Public Utility District No. 1
Mason County Public Utility District No. 3
Mason County Transit Authority
Methow Valley Irrigation District
Mid-Columbia Library District
Midway Sewer District
Moab Irrigation District No. 20
Moses Lake Irrigation and Rehabilitation District
Mukilteo Water and Wastewater District
Naches-Selah Irrigation District
North Beach Water District
North Central Washington Economic Development District
North City Water District
North County Regional Fire Authority
North Highline Fire District
North Perry Avenue Water District
North Whidbey Park and Recreation District
Northeast Sammamish Sewer and Water District
Northshore Utility District
Northwest Park and Recreation District No. 2
Okanogan Conservation District
Okanogan County Cemetery District No. 4
Okanogan County Fire District No. 6
Okanogan County Fire Protection District No. 11
Okanogan County Housing Authority
Okanogan County Public Hospital District No. 3
Okanogan County Public Hospital District No. 4
Okanogan County Public Utility District No. 1
Okanogan Fire Protection District No. 16
Okanogan Irrigation District
Olympic View Water and Sewer District
Olympus Terrace Sewer District
Orcas Island Library District
Orchard Avenue Irrigation District No. 6
Oroville Housing Authority
Oroville-Tonasket Irrigation District
Othello Housing Authority
Pacific Conservation District
Pacific County Fire District No. 2
Pacific County Fire Protection District No. 1
Pacific County Fire Protection District No. 3

EXHIBIT B

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2
					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peshastin Irrigation District
					Peshastin Water District
					Pierce Conservation District
					Pierce County Fire District No. 13
					Pierce County Fire District No. 16
					Pierce County Fire District No. 18
					Pierce County Fire District No. 23
					Pierce County Fire District No. 27
					Pierce County Fire District No. 3
					Pierce County Fire District No. 5
					Pierce County Fire District No. 8
					Pierce County Fire Protection District No. 14
					Pierce County Fire Protection District No. 2
					Pierce County Fire Protection District No. 21
					Pierce County Housing Authority
					Pike Place Market Preservation and Development Authority
					Point Roberts Water District No. 4
					Ponderay Shores Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 3
					Public Utility District No. 1
					Puyallup Tribal Health Authority
					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

EXHIBIT B

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

EXHIBIT B

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District <hr/> 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 <hr/> 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



EXHIBIT B

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 Appalachia 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 Dendron 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 Schools 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 Middlesex County Public Schools 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 Bedford 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 County Clarke County Craig County Culpeper County Cumberland County Dickenson County Dinwiddie County Essex County Fairfax County Fauquier County Fluvanna County Franklin County Frederick County Giles County Gloucester County Goochland County Grayson County Greene County Greensville County Halifax County Hanover County Henrico County Henry County Henry County Public Service Authority 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 Prince William County 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 Germania Community College J. Sargeant Reynolds Community College Bland County John Tyler Community College Longwood University Lord Fairfax Community College Massanutten Technical Center Buckingham County Buckingham County Board of Supervisors Campbell County Carroll County Carroll County Public Service Authority Charles City County Charlotte County Chesterfield County Clarke County Craig County Culpeper County Cumberland County Dickenson County Dinwiddie County Essex County Fairfax County Fauquier County Fluvanna County Franklin County Frederick County Giles County Gloucester County Goochland County Grayson County Greene County Greensville County Halifax County Hanover County Henrico County Henry County Henry County Public Service Authority 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 Prince William County 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>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>
---	--	--	--	--	---	---

EXHIBIT B

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

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
ADDENDUM ONE (1)
to that certain
Sourcewell RFP #032119
Issued by
Sourcewell SM (Formerly NJPA)
for the procurement of



**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,
ATTACHMENTS, AND SUPPLIES**

Consider the following to be part of the above-titled RFP: Appendices B, C and D.

Appendices B, C and D, referenced as items 13, 14 and 15 respectively in the RFP Table of Contents, were erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendices B, C and D** are attached to this Addendum, and have now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #032119 emailed on February 21, 2019.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

EXHIBIT B



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	Bear Lake County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Beneviah County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Bingham County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Blaine County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Boise County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Bonner County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonneville County	Coos County	Calhoun County	Emery County	Douglas County
Windward Community College	Butte County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Butte County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Camas County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Canyon County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Caribou County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Cassia County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Clark County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clearwater County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Custer County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Dillon County	Josephine County	Dorchester County	Riye 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	Greenville 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	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	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 Brookingsville	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 Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Bovill	City of Cannon Beach	City of Carby	City of Escalante	City of Bremerton
	City of Buhl	City of Canyonville	City of Chester	City of Eureka	City of Brewster
	City of Burley	City of Carlton	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Cascade Locks	City of Clinton	City of Farmington	City of Brier
	City of Cambridge	City of Cave Junction	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Central Point	City of Conway	City of Ferron	City of Burien
	City of Cascade	City of Chiloquin	City of Darlington	City of Fillmore	City of Burlington
	City of Castledford	City of Clatskanie	City of Denmark	City of Fountain Green	City of Camas
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Clatskanie	City of Easley	City of Garland	City of Cashmere
	City of Clayton	City of Clatskanie	City of Florence	City of Grantsville	City of Castle Rock
	City of Clifton	City of Clifton	City of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Council	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Craigmont	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Crouch	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah

EXHIBIT B

Hawaii	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 Lorris	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 Wailaiala	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 Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of 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 Santarita	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 Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of 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

EXHIBIT B

Hawaii	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 Olmick
	City of Riggs	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 Slaties	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 Lincolnville	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 McCall	Town of Daniel	City of Sedro-Woollley
	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 Koosham	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 Randolph	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 Bucoda	Town of Bucooda
	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	City of Coulee Dam
	Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	Town of Coupeville

EXHIBIT B

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	Uintah 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	Uintah 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 System of Higher Education	Town of Lind
Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah Valley University	Town of Lyman
Mountain Home School District No. 193	Reed College	Lander University	Weber State University	Town of Malden
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Education (K-12)	Town of Mansfield
Mullan School District 392	Southern Oregon University	Midlands Technical College	Alpine School District	Town of Marcus
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Beaver County School District	Town of Metaline
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Box Elder School District	Town of Millwood
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	CACHE County School District	Town of Naches
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	Canyons School District	Town of Nespelam
Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Carbon School District	Town of Northport
North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Notus School District	Western Oregon University	Spartanburg Community College	Daggett School District	Town of Odessa
Oneida County School District No. 351	Education (K-12)	Techical College of the Lowcountry	Davis School District	Town of Pe Ell
Orofino Joint School District No. 171	Adel School District 21	The Citadel	Duchesne County School District	Town of Prescott
Parma School District No. 137	Adrian School District	Tri-County Technical College	Emery County School District	Town of Reardan
Payette School District No. 371	Alsea School District No. 7j	Trident Technical College	Freedom Preparatory Academy School District	Town of Riverside
Plummer-Worley Joint School District No. 44	Amity School District 4j	University of South Carolina	Millard School District	Town of Rockford
Pocatello-Chubbuck School District No. 25	Armen School District 29	University of South Carolina, Aiken	Grand County School District	Town of Rosalia
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Granite School District	Town of Ruston
Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Iron County School District	Town of Skykomish
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Jordan School District	Town of South Cle Elum
Richfield School District No. 316	Ashwood School District	York Technical College	Juab School District	Town of South Prairie
Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Kane County School District	Town of Spangle
Rockland School District No. 382	Athena-Weston School District No. 29RU	Abbeville County School District	Logan City School District	Town of Springdale
Salmon River Joint School District No. 243	Baker School District No. 5j	Alken County Public Schools	Millard School District	Town of St. John
Salmon School District No. 291	Bandon School District	Allendale County School District	Morgan School District	Town of Steilacoom
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Mountainland Head Start Program School District Office	Town of Twisp
Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Murray City School District	Town of Uniontown
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Nebo School District	Town of Washucna
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	North Sanpete County School District	Town of Waterville
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete School District	Town of Waverly
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Summit School District	Town of Wilbur
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	Ogden City School District	Town of Wilkeson
Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Park City School District	Town of Wilson Creek
Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Plute County School District	Town of Winthrop
Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Provo City School District	Town of Woodway
Three Creek Joint School District No. 416	Centennial School District No. 28j	Berkeley County School District	Rich County School District	Town of Yacolt
Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rural Utah Child Development Head Start Program School District Office	Higher Education
Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Salt Lake City School District	Bates Technical College
Valley School District No. 262	Central Point School District No. 6	Charleston County School District	San Juan School District	Bellevue Community College
Vallivue School District No. 139	Central School District No. 13j	Cherokee County School District	Sevier School District	Bellingham Technical College
Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	South Sanpete School District	Big Bend Community College
Wallace School District No. 393	Clatskanie School District No. 6i	Chesterfield County School District	South Summit School District	Cascadia Community College
Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	Suu Head Start Program School District	Central Washington University
Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	Thomas Edison Charter Schools	Centralia College
West Bonner County School District No. 83	Condon School District No. 25j	Clarendon County School District No. 3	Tintic School District	Clark College
West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Tooele County School District	Clover Park Technical College
West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Uintah School District	Columbia Basin Community College
Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Washington County School District	Eastern Washington University
Wildier School District No. 133	Corvallis School District No. 509j	Delta R-V School District	Wayne County School District	Edmonds Community College
Special District	Cove School District No. 6i	Dillon County School District No. 1	Weber School District	Everett Community College
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Special District	Evergreen State College
Ada County Highway District	Creswell School District No. 40	Diocece Of Charleston Schools	Ash Creek Special Service District	Grays Harbor College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Dorchester School District No. 2	Ashley Valley Water and Sewer Improvement District	Green River Community College
Ahsahka Water and Sewer District	Culver School District No. 4	Dorchester School District No. 4	Ballard Water and Sewer Improvement District	Highline Community College
Albion Highway District	Dallas School District No. 2	Edgefield County Schools	Bear Lake Special Service District	Lake Washington Institute of Technology
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Fairfield County School District	Bear River Water Conservancy District	Lower Columbia College
American Falls Free Library District	Dayton School District No. 8	Florence County School District No. 1	Benchmark Water District	Northwest Indian College
American Falls Housing Authority	Dayville School District No. 16j	Florence County School District No. 2	Benson Culinary Water Improvement District	Olympic College
Atlanta Highway District	Douglas County School District	Florence County School District No. 3	Bona Vista Water Improvement District	Peninsula College
Avery Water and Sewer District	Douglas Education Service District	Florence County School District No. 4	Cache Mosquito Abatement District	Pierce College
Avondale Irrigation District	Dufur School District No. 29	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
Bayview Water and Sewer District	Eagle Point School District No. 9	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
Bear Lake County Library District	Echo School District No. 5	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
Bench Sewer District	Elgin School District	Greenwood County School District	Carbon County Municipal Building Authority	Skiaga Valley College
Benevah County Free Library District	Elton School District No. 34	Greenwood School District No. 52	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Big Canyon Fire District	Enterprise School District No. 21	Hampton County School District No. 2	Carbon Water Conservancy District	Tacoma Community College
Blaine County Housing Authority	Escadade School District No. 108	Hampton School District No. 1	Castle Valley Special Service District	University of Washington
Blaine County Recreation District	Falls City School District	Horry County Schools	Cedar City Housing Authority	Walla Walla Community College
Bliss Fire District	Fern Ridge School District No. 28j	Jasper County School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Boise Basin Library District	Forest Grove School District	John de la Howe School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
Boise City/Ada County Housing Authority	Fossil School District 21j	Kershaw County School District	Central Davis County Sewer District	Washington State Student Achievement Council
Boise-Kung Irrigation District				
Bonneville County Fire District No. 1				
Bruneau Valley District Library				

EXHIBIT B

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	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
Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Dry Creek Cemetery Maintenance 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 Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Jordan Valley Water Conservancy District	Bridgeport School District No. 75
Eagle Sewer 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 Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lakeview School District No. 7	Ware Shoals School District No. 51	Midvale Sanitation District	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 2	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. J250-185
Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Gooding County Memorial Hospital District	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Granite Reeder Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Greater Swan Valley Fire Protection District No. 2	Monument School District	Bolling Springs Fire District, Greeneville County	Orary Park Water Improvement District	Coville School District No. 115
Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
Homedale Highway District	Nestucca Valley School District No. 301	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 207	Davenport School District No. 207
Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Jerome Rural Fire District No. 1	North Wasco School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Divia School District
Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai County Water District No. 1	Oregon School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai-Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kootenai-Shoshone Soil and Water Conservation District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Kuna Library District	Paisley School District No. 11	Dorchester County Housing Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 58
Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
Lewiston-Nez Perce County Regional Airport Authority	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 2
Lincoln County Recreation District	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
Little Blacktail Ranch Water District	Pinehurst School District No. 11	Frapp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
Little Wood River Library District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
Lizard Butte Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
Lost River Highway District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
M&T Water and Sewer District	Portland Public School District No. 1	Georgetown Housing Authority	Utah Animal Control and Shelter Special Service District	Finley School District
Mackay Free Library District	Powers School District No. 31	Gilbert-Summit Rural Water District	Utah County Municipal Building Authority	Franklin Pierce School District No. 402
Madison Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Utah Fire Suppression Special Service District	Freeman School District No. 358
	Prospect School District	Greenville Arena District	Utah Health Care Special Service District	Garfield School District No. 302

EXHIBIT B

Hawaii

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	Clatsop 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			Pomery 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

EXHIBIT B

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			Special District
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Malheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		Metro			Bellingham Housing Authority
		McMinnville Water & Light			Bellingham Public Development Authority
		Mid-County Cemetery Maintenance District			Benton County Diking District No. 1
		Middle Fork Irrigation District			Benton County Fire Protection District No. 1
		Miles Crossing Sanitary Sewer District			Benton County Fire Protection District No. 2
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 4
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 5
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 6
		Mohawk Valley Rural Fire District			Benton County Mosquito Control District
		Molalla River Improvement District			Benton County Public Utility District No. 1
		Molalla Rural Fire Protection District No. 73			Benton Irrigation District
		Monroe Rural Fire Protection District			Benton-Franklin Health District
		Morrow County Health District			Beverly Water District
		Mountain View Hospital District			Birch Bay Water and Sewer District
		Mt. Angel Fire District			Black Diamond Water District
		Multnomah County Drainage District No. 1			Bremerton Housing Authority
		Multnomah County Rural Fire Protection District No. 10			Buckhannon-Upshur County Airport Authority
		Multnomah County Rural Fire Protection District No. 14			Burbank Irrigation District No. 4
		Nesika Beach-Ophir Water District			Carnhope Irrigation District No. 7
		Neskokwin Regional Sanitary Authority			Cascadia Conservation District
		Neskokwin Regional Water District			Cedar River Water and Sewer District
		Nestucca Rural Fire Protection District			Central Klickitat County Park and Recreation District
		Netarts Oceanside Sanitary District			Central Pierce Fire and Rescue District No. 6
		Netarts-Oceanside Rural Fire Protection District			Central Puget Sound Regional Transit Authority
		North Bay Rural Protection Fire District			Central Valley Ambulance Authority
		North Bend City/Coos-Curry Housing Authority			Chelan County Fire District No. 1
		North Central Public Health District			Chelan County Fire District No. 3
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 5
		North County Recreation District			Chelan County Fire District No. 6
		North Gilliam Cemetery District			Chelan County Fire District No. 7
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 8
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 9
		North Powder Rural Fire Protection District			Chelan County Public Hospital District No. 1
		North Sherman County Rural Fire Protection District			Chelan County Public Utility District No. 1
		North Unit Irrigation District			Chelan County/Wenatchee Housing Authority
		Northeast Oregon Housing Authority			Chelan-Douglas Health District
		Northern Wasco County Park and Recreation District			Chinook Water District
		Northern Wasco County People's Utility District			Chuckanut Community Forest Park District
		Northwest Oregon Housing Authority			Clallam Conservation District
		Nysa Road Assessment District No. 2			Clallam County Fire District No. 2
		Nysa Rural Fire Protection District			Clallam County Fire District No. 5
		Oak Hill Sanitary District			Clallam County Fire District No. 6
		Oak Lodge Sanitary District			Clallam County Fire Protection District No. 1
		Oak Lodge Water District			Clallam County Fire Protection District No. 3
		Oceanside Water District			Clallam County Fire Protection District No. 4
		Ochoo West Sanitary District			Clallam County Hospital District No. 1
		Odell Sanitary District			Clallam County Housing Authority
		Ontario Library District			Clallam County Parks and Recreation District No. 1
		Oregon Fire Districts Association			Clallam County Public Hospital District No. 2
		Oregon Infrastructure Finance Authority			Clallam County Public Utility District No. 1
		Oregon Trail Library District			Clark County Fire District No. 10
		Oregon Water Wonderland Unit II Sanitary District			Clark County Fire District No. 11
		Owyhee Irrigation District			Clark County Fire District No. 13

EXHIBIT B

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

EXHIBIT B

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

EXHIBIT B

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

Lake Stevens Sewer District
Lake Wenatchee Water District
Lake Whatcom Water and Sewer District
Lakehaven Utility District
Lakewood Water District
Lenora Water and Sewer District
Lewis County Conservation District
Lewis County Fire District No. 1
Lewis County Fire District No. 11
Lewis County Fire District No. 13
Lewis County Fire District No. 18
Lewis County Fire District No. 9
Lewis County Fire Protection District No. 14
Lewis County Fire Protection District No. 16
Lewis County Fire Protection District No. 2
Lewis County Fire Protection District No. 5
Lewis County Fire Protection District No. 6
Lewis County Fire Protection District No. 8
Lewis County Hospital District No. 1
Lewis County Public Facilities District
Lewis County Public Utility District No. 1
Lewis County Water District No. 1
Lewis County Water District No. 3
Lewis Public Transportation Benefit Area Authority
Liberty Lake Sewer and Water District
Lincoln County Fire District No. 1
Lincoln County Fire District No. 4
Lincoln County Fire Protection District No. 5
Lincoln County Fire Protection District No. 6
Lincoln County Fire Protection District No. 8
Lincoln County Hospital District No. 3
Lincoln-Adams County Fire Protection District No. 3
Longview Housing Authority
Lopez Island Library District
Lower Elwha Housing Authority
Lower Squilchuck Irrigation District
Lummi Housing Authority
Lummi Tribal Sewer and Water District
Makah Housing Authority
Malaga Water District
Manchester Water District
Manson Park and Recreation District
Marshland Flood Control District
Marysville Fire District
Mason Conservation District
Mason County Fire District No. 13
Mason County Fire District No. 17
Mason County Fire District No. 2
Mason County Fire District No. 4
Mason County Fire Protection District No. 5
Mason County Fire Protection District No. 8
Mason County Housing Authority
Mason County Public Hospital District No. 1
Mason County Public Utility District No. 1
Mason County Public Utility District No. 3
Mason County Transit Authority
Methow Valley Irrigation District
Mid-Columbia Library District
Midway Sewer District
Moab Irrigation District No. 20
Moses Lake Irrigation and Rehabilitation District
Mukilteo Water and Wastewater District
Naches-Selah Irrigation District
North Beach Water District
North Central Washington Economic Development District
North City Water District
North County Regional Fire Authority
North Highline Fire District
North Perry Avenue Water District
North Whidbey Park and Recreation District
Northeast Sammamish Sewer and Water District
Northshore Utility District
Northwest Park and Recreation District No. 2
Okanogan Conservation District
Okanogan County Cemetery District No. 4
Okanogan County Fire District No. 6
Okanogan County Fire Protection District No. 11
Okanogan County Housing Authority
Okanogan County Public Hospital District No. 3
Okanogan County Public Hospital District No. 4
Okanogan County Public Utility District No. 1
Okanogan Fire Protection District No. 16
Okanogan Irrigation District
Olympic View Water and Sewer District
Olympus Terrace Sewer District
Orcas Island Library District
Orchard Avenue Irrigation District No. 6
Oroville Housing Authority
Oroville-Tonasket Irrigation District
Othello Housing Authority
Pacific Conservation District
Pacific County Fire District No. 2
Pacific County Fire Protection District No. 1
Pacific County Fire Protection District No. 3

EXHIBIT B

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2
					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peshastin Irrigation District
					Peshastin Water District
					Pierce Conservation District
					Pierce County Fire District No. 13
					Pierce County Fire District No. 16
					Pierce County Fire District No. 18
					Pierce County Fire District No. 23
					Pierce County Fire District No. 27
					Pierce County Fire District No. 3
					Pierce County Fire District No. 5
					Pierce County Fire District No. 8
					Pierce County Fire Protection District No. 14
					Pierce County Fire Protection District No. 2
					Pierce County Fire Protection District No. 21
					Pierce County Housing Authority
					Pike Place Market Preservation and Development Authority
					Point Roberts Water District No. 4
					Ponderay Shores Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 3
					Public Utility District No. 1
					Puyallup Tribal Health Authority
					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

EXHIBIT B

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

EXHIBIT B

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodinville Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District <hr/> 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 <hr/> 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



EXHIBIT B

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 Appalachee 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 Craigsboro Town of Crewe Town of Culpeper Town of Damascus Town of Dayton Town of Dendron 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 Louisa 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 Bedford 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 Cumberland County Public Schools 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 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 School System Lee County Public Schools Lexington City Schools Loudoun County Public Schools Louisa 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 Chesterfield County Clarke County Craig County Culpeper County Cumberland County Dickenson County Dinwiddie County Essex County Fairfax County Fauquier County Fluvanna County Franklin County Gloucester County Giles County Gloucester County Goochland County Grayson County Greene County Greensville County Halifax County Hanover County Henrico County Henry County Henry County Public Service Authority 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 Louisa 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 Norfolk Public Schools Rockbridge County Rockbridge County Public Service Authority Rockingham County Nottoway County Public Schools 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 Germanna Community College J. Sargeant Reynolds Community College Bland County John Tyler Community College Longwood University Lord Fairfax Community College Massanutten Technical Center Buckingham County 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>
---	---	--	---	---	---	---

EXHIBIT B

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

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: _____

Form C

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



Company Name: Caterpillar 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
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: *Tate L Redpath* Date: 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST****Caterpillar Comments on Exception Requests:****Exception to 8.11**

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019



FORM D

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

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

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

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: *[Signature]* Patrick Kearns
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar 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 the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C05F2A139D0648B
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42BBF817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

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

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

Patrick Kearns
VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

**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]

EXHIBIT B

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: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

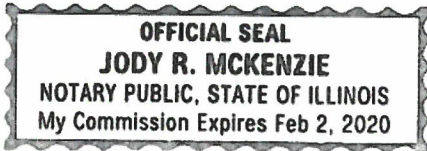
Authorized Signature: *Patrick Keane*

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

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

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*

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

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

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

Our dealers accept payment from members and their terms may vary. The most common term is 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?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

- 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.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 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?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- 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?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- 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?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

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

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 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.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 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.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ **X** c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

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

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 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.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 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.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

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

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

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

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 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.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

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

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

EXHIBIT B

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
- 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
- 06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
- 08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
- 12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
- 13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
- 16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
- 28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
- 28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
- 29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
- 41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
- 68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- 68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
- 7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
- 88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
- 89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
- 92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
- DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
- HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
- HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
- JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
- LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
- M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
- N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
- PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
- QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
- R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
- T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
- T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
- T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-Jul-2021)
- T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
- T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

EXHIBIT B

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

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

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
Mapleton - 14001:2004 self-certification - issued January 2013
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
Reman Services - Franklin - ISO 14001:2004 - May 2017

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

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

EXHIBIT B

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

EXHIBIT B

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Patricia A. Redpath Date: 3/13/19

Amendment No. 1 to Intergovernmental Agreement No. 11088

This is Amendment No. 1 to Intergovernmental Agreement No. 11088, effective July 1, 2017, as amended from time to time (the "Agreement"), between the State of Oregon, acting by and through its **Oregon Department of Education, Youth Development Division** ("Agency") and **Columbia County** ("County"). This Amendment is effective on **July 1, 2019** ("Amendment Effective Date").

The Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

1. **Section 6** of the Agreement is hereby amended as follows:

SECTION 6: COMPENSATION AND PAYMENT TERMS

EXPENSE REIMBURSEMENT SUBJECT TO A CAP

Agency shall reimburse County, up to but not in excess of \$129,196.00 consisting of an amount not to exceed \$56,760.00 from July 1, 2017 through June 30, 2019, and an amount not to exceed \$72,436.00 for July 1, 2019 through June 30, 2021, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed

2. **Section 19** of the Agreement is hereby amended as follows:

Except as provided expressly in this Agreement, [The] the terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

3. **Exhibit B, section III.1, Plan**, is hereby amended as follows:

a. Plan Implementation

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency. County shall submit to Agency for Agency's review and approval a new Plan for each legislative biennium. Until the Plan for a new legislative biennium has been approved by the Agency and is on file with the Agency, the Plan for the prior legislative biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Plan for a new legislative biennium has been approved by Agency and is on file with Agency, that Plan shall replace the Plan for the prior legislative biennium and be incorporated into and be a part of this Agreement without any further action on the part of the parties.

b. Amendment to Plan

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.
- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of

the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.

- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

4. The table in Exhibit C Award of the Agreement is hereby amended as follows:

<u>FUNDING YEARS</u>	FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
<u>2017-2019</u>	2. JCP Prevention	\$56,760.00		
<u>2019-2021</u>	<u>JCP Prevention</u>	<u>\$72,436.00</u>		

Columbia County

By: _____
 Authorized Signature

Date: _____

 Printed Name/ Title

FEID: _____

STATE OF OREGON, acting by and through its Oregon Department of Education

By: _____
 Authorized Signature/ Title

Date: _____

Approved for Legal Sufficiency

By: Jake J. Hogue by email, Assistant Attorney General
 Name/ Title

Date: 06/26/2019

AFTER RECORDING, RETURN TO GRANTEE:

ZEPHANIAN AND LINDSAY EMMONS
6584 NE DOGWOOD ST.
HILLSBORO, OR 97124

Until a change is requested, all tax statements shall
be sent to Grantee at the above address.

QUITCLAIM DEED

The **COUNTY OF COLUMBIA**, a political subdivision of the State of Oregon, hereinafter called Grantor, for the consideration hereinafter stated, does hereby release and quitclaim unto Zephanian and Lindsay Emmons, husband and wife, hereinafter called Grantee, all right, title and interest in and to that certain parcel of real property identified in Columbia County records as Map ID No. 4N4W04-BD-08200 and Tax Account No. 22976, and more particularly described on Exhibit A hereto.

The true and actual consideration for this conveyance is \$10,145.00.

This conveyance is subject to the following exceptions, reservations and conditions:

- 1) This property is conveyed AS-IS without covenants or warranties, subject to any municipal liens, easements and encumbrances of record.
- 2) All rights to any County, public, forest or Civilian Conservation Corps roads are hereby reserved for the benefit of Columbia County, Oregon.
- 3) All rights to any minerals, mineral rights, ore, metals, metallic clay, aggregate, oil, gas or hydrocarbon substances in, on or under said property, if any, including underground storage rights, surface mining, and also including the use of such water from springs, creeks, lakes or wells to be drilled or dug upon the premises as may be necessary or convenient for such exploration or mining operations, as well as the conducting of operations related to underground storage and production of gaseous substances on the property, are specifically excepted, reserved and retained for the benefit of Columbia County, Oregon, together with the right of ingress and egress thereto for the purpose of exercising the rights hereby excepted, reserved and retained.

This conveyance is made pursuant to Board of County Commissioners Order No. 44-2019 adopted on the ____ day of _____, 2019, and filed in Commissioners Journal at Book ____, Page ____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: _____
Henry Heimuller, Chair

By: _____
Office of County Counsel

STATE OF OREGON)
)
County of Columbia)

ss.

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of _____, 2019, by Henry Heimuller, Chair, Board of County Commissioners of Columbia County, Oregon, on behalf of which the instrument was executed.

Notary Public for Oregon

EXHIBIT A

**Legal Description for Map ID No 4N4W04-BD-08200 and
Tax Account No. 22976**

A tract of land in Section 04 Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, being more particularly described as follows:

Lots 4 and 5, Block 7, EAST SIDE ADDITION OF VERNONIA, Deed Volume L, Pages 636-637, in the City of Vernonia, Columbia County, Oregon.