

**MEMORANDUM OF UNDERSTANDING FOR  
LANCASTER COUNTY, NEBRASKA  
COOPERATIVE CONTRACT  
MOU047**

**Contract Title: Commercial Kitchen Equipment, With Related Supplies & Services**

**Cooperative Agency: Sourcewell Contract No. 091918-PAS  
(Hereinafter referred to as "the Lead Contract")**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to Pasco Brokerage, Inc., 6465 Chase Oaks Blvd., Plano, TX 75023 hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska hereinafter called "County" for the purpose of the Contractor and the County agreeing to the terms and conditions provided in this MOU

The Contractor and the County hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

## **TERMS AND CONDITIONS**

**A. PARTICIPATING TERM**

The County shall participate in the Lead Contract for Commercial Kitchen Equipment, With Related Supplies and Services. The Memorandum of Understanding will be effective upon execution through November 8, 2022. Upon conclusion of the initial term, the County has the option of renewing under the same terms and conditions for an additional one (1) year term at the discretion of Sourcewell.

**B. SCOPE**

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract, a copy thereof attached to this memorandum.

**C. PRICING**

Pricing for these goods and/or services shall be pursuant to Attachment A, a copy thereof attached to this Memorandum.

**D. CONFLICTING TERMS**

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

**E. MOU DOCUMENTS**

**The following documents comprise the Memorandum of Understanding:**

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Attachment A
3. Sourcewell Contract No. 091918-PAS
4. Insurance Requirements/Certificate of Insurance;
5. Tax Forms

**F. LAWS**

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

**G. IMPLIED REQUIREMENTS**

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

**H. CONTRACT MODIFICATION**

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**I. TERMINATION**

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The County may terminate this MOU for cause if the Contractor:
  - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
  - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
  - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the County reserves the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The County may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the County. In the event of unavailability of funds to pay any amounts due under the MOU, the County shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the County. Upon termination, the County shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

**J. SEVERABILITY**

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

**K. ASSIGNMENT**

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the County. Any assignment without such prior written consent shall be absolutely void.

**L. FORCE MAJEURE**

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The County may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief

with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

**M. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the County is the prevailing party.

**N. PAYMENT**

Unless stated otherwise, the County will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the County.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the County.

**O. INSURANCE**

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

**P. TAXES AND TAX EXEMPTION CERTIFICATE**

The County are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

**Q. INDEPENDENT CONTRACTOR**

Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

**R. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

**S. E-VERIFY**

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new



employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

**T. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the County for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the County or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**U. WAIVER**

County's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the County's rights.

**V. THIRD PARTIES**

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

The Contractor and the County hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

**Vendor Signature Page**

---

**COOPERATIVE CONTRACT**  
**Commercial Kitchen Equipment With Related Supplies & Services**  
**MOU047**  
**Lancaster County**  
**Pasco Brokerage, Inc.**

**EXECUTION BY CONTRACTOR**

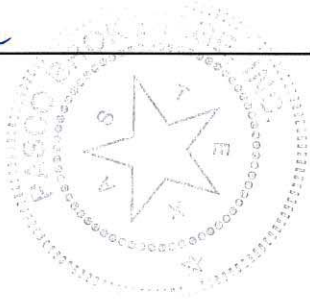
**IF A CORPORATION:**

Attest:

*Kurtin Myron*  
\_\_\_\_\_

Secretary

Seal



Pasco Brokerage, Inc.

\_\_\_\_\_

Name of Corporation

6465 Chase Oaks Blvd. Plano, TX 75023

\_\_\_\_\_

Address

By: Kasey Hollon *Kasey P. Hollon*

Duly Authorized Official

\_\_\_\_\_

President

Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_

Name of Organization

\_\_\_\_\_

Type of Organization

\_\_\_\_\_

Address

By: \_\_\_\_\_

Member

By: \_\_\_\_\_

Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Signature

**Lancaster County Signature Page**

---

**COOPERATIVE CONTRACT  
Commercial Kitchen Equipment With Related Supplies & Services  
MOU047  
Lancaster County  
Pasco Brokerage, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

## **INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.**

### **Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

### **Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or



expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

**7. Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**8. Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

**9. Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

Attachment A

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
3M	<a href="http://www.3m.com">www.3m.com</a>	5% + Freight		Not applicable
3M Water Purification	<a href="http://solutions.3m.com/wps/portal/3M/en_US/3M-Purification-Inc/3MPI-US/Our-Brands/Aqua-Pure/">http://solutions.3m.com/wps/portal/3M/en_US/3M-Purification-Inc/3MPI-US/Our-Brands/Aqua-Pure/</a>	52.5% + Freight		Cost plus 7%
Accurex	<a href="http://www.accurex.com/">http://www.accurex.com/</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Accutemp	<a href="http://www.accutemp.net">www.accutemp.net</a>	51% + Freight		Cost plus 7%
Adande Refrigeration	<a href="http://www.adanderefrigeration.com">www.adanderefrigeration.com</a>	26.5% + Freight		Cost plus 7%
Admiral Craft (Adcraft)	<a href="http://www.admiralcraft.com">www.admiralcraft.com</a>	52.5% + Freight	Free Freight on \$2,200 net (excludes special delivery services). \$30 small order charge for orders under \$250.	Not applicable
Advance Tabco	<a href="http://www.advancetabco.com">www.advancetabco.com</a>	56% + Freight	Free Freight on \$5,350.00 net (excludes special delivery services)	Cost plus 7%
Aerowerks	<a href="http://www.aero-werks.com">www.aero-werks.com</a>	47.5% + Freight		Cost plus 7%
Aladdin Temp-Rite	<a href="http://www.aladdintemprite.com">www.aladdintemprite.com</a>	5% + Freight	Free freight on \$1,500 of servers/covers, domes/bases and stocked trays (excludes equip, carts, special order, parts and special delivery services)	Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Aleco	<a href="http://www.aleco.com">www.aleco.com</a>	47.5% + Freight		Not applicable
Alegacy	<a href="http://www.alegacy.com">www.alegacy.com</a>	62% + Freight	Free freight on \$2,000 net order (excludes special delivery services). \$30 charge for order less than \$150.00	Not applicable
ALFA	<a href="http://www.alfaco.com">www.alfaco.com</a>	47.5% + Freight		Cost plus 7%
Allied Metal	<a href="http://www.alliedmetalusa.com">www.alliedmetalusa.com</a>	52.5% + Freight	Free freight on \$3,000 order (excludes special delivery services). \$30 charge for order less than \$100	Not applicable
Alto-Shaam	<a href="http://www.alto-shaam.com">www.alto-shaam.com</a>	30% + Freight		Cost plus 7%
Amana (ACP)	<a href="http://www.amanacommercial.com">www.amanacommercial.com</a>	57% + Freight	Free freight on 24+ microwaves	Cost plus 7%
American Metalcraft	<a href="http://www.amnow.com">www.amnow.com</a>	52.5% + Freight	Free Freight on \$2,600 order (excludes special delivery services, no free freight on early requested or split shipments). \$25 charge for orders under \$	Not applicable
American Panel	<a href="http://www.americanpanel.com">www.americanpanel.com</a>	47.5% + Freight		Cost plus 7%
American Permanent Ware (APW)	<a href="http://www.apwwwyoft.com">www.apwwwyoft.com</a>	56.5% + Freight	Free Freight on \$3,250 order (excludes special delivery services). \$10 broken case charge per case may apply	Cost plus 7%
American Range	<a href="http://www.americanrange.com">www.americanrange.com</a>	57% + Freight		Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
AmeriKooler	<a href="http://www.amerikooler.com/">http://www.amerikooler.com/</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Amco	<a href="http://www.spgusa.com">www.spgusa.com</a>	63% + Freight	Free freight on \$12,000 order (excludes special delivery services)	Cost plus 7%
Anetsberger Brothers	<a href="http://www.anetsberger.com">www.anetsberger.com</a>	47.5% + Freight	Free freight on 5 or more pieces or \$9,000 order within continental US (excludes special delivery services). \$350 minimum order.	Cost plus 7%
Angelo Po	<a href="http://www.angelopo.com/en">http://www.angelopo.com/en</a>	37% + Freight		Cost plus 7%
Ansell	<a href="http://www.ansellpro.com">www.ansellpro.com</a>	10% + Freight	Free freight on \$2,000 order (excludes special delivery services). \$300 minimum order. \$15 broken carton charge per carton may apply	Not applicable
Antunes	<a href="http://www.ajantunes.com">www.ajantunes.com</a>	47.5% + Freight		Cost plus 7%
Aqua-matic	<a href="http://www.aquamatic.biz">www.aquamatic.biz</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Arctic Air (Broich Enterprises)	<a href="http://www.arcticairco.com">www.arcticairco.com</a>	46% + Freight		Cost plus 7%
Araven	<a href="https://www.araven.com/en">https://www.araven.com/en</a>	37% + Freight	Free freight on \$3,750 order	Not applicable
Arctic Walk-ins	<a href="http://www.arcticwalkins.com/">http://www.arcticwalkins.com/</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Ateco	<a href="http://www.atecousa.net">www.atecousa.net</a>	47.5% + Freight	\$200.00 minimum order or \$30 sm order charge applies	Not applicable
Atlas Metal Industries	<a href="http://www.atlasfoodserv.com">www.atlasfoodserv.com</a>	47.5% + Freight		Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Autofry (MTI)	<a href="http://www.autofry.com">www.autofry.com</a>	26.5% + Freight		Cost plus 7%
Avtec	<a href="http://www.avtecindustries.com">www.avtecindustries.com</a>	52.5% + Freight		Cost plus 7%
Axis (MVP Group)	<a href="http://www.mvpgroupcorp.com">www.mvpgroupcorp.com</a>	53% + Freight	Free freight on \$5,500 order (excludes special delivery services). Can be combined with Jet-Tech and/or Axis to reach this.	
Bake Max	<a href="http://www.bakemax.com">www.bakemax.com</a>	52.5% + Freight	Free freight on \$4,000.00 order (excludes special delivery services)	Cost plus 7%
Baker's Pride	<a href="http://www.bakerspride.com">www.bakerspride.com</a>	52.5% + Freight	Free freight on \$8,600 order (excludes special delivery services)	Cost plus 7%
Bally Walk-ins	<a href="http://www.ballyrefboxes.com">www.ballyrefboxes.com</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Bauscher Fine China	<a href="http://www.bauscherinc.com">www.bauscherinc.com</a>	10% + Freight		Not applicable
Baxter	<a href="http://www.baxtermfg.com">www.baxtermfg.com</a>	21.25% + Freight		Cost plus 7%
Beech Ovens	<a href="http://www.beechovens.com">www.beechovens.com</a>	47.5% + Freight		Cost plus 7%
Belshaw	<a href="http://www.belshaw.com">www.belshaw.com</a>	10% + Freight		Cost plus 7%
Berkel	<a href="http://www.berkelcompany.com">www.berkelcompany.com</a>	58% + FREE Freight (excludes special delivery services)		Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Berner	<a href="http://www.berner.com">www.berner.com</a>	47.5% + Freight	Free freight on certain air curtains (excludes special delivery services)	Cost plus 7%
Bettcher Industries	<a href="http://www.bettcher.com">www.bettcher.com</a>	5% + Freight		Cost plus 7%
Beverage Air	<a href="http://www.beverage-air.com">www.beverage-air.com</a>	62% + Free freight (excludes special delivery services)	Free freight within the continental U.S.	Cost plus 7%
BevLes Corporation	<a href="http://www.bevles.com">www.bevles.com</a>	51% + Freight		Cost plus 7%
Bizerba	<a href="http://www.bizerbausa.com">www.bizerbausa.com</a>	30% + Freight	Additional discounts apply on certain models	Cost plus 7%
BKI	<a href="http://www.bkiideas.com">www.bkiideas.com</a>	10% + Freight		Cost plus 7%
Blakeslee	<a href="http://www.blakesleeinc.com">www.blakesleeinc.com</a>	26.5% + Freight		Cost plus 7%
Blendtec	<a href="http://www.blendtec.com">www.blendtec.com</a>	47.5% + Freight		Not applicable
Blodgett	<a href="http://www.blodgett.com">www.blodgett.com</a>	56% + Freight	FF on \$10,700 order (excludes special delivery services).	Cost plus 7%
Bloomfield	<a href="http://www.wells-mfg.com">www.wells-mfg.com</a>	52.5% + Freight		Cost plus 7%
Blue Air	<a href="http://www.blueairinc.com">www.blueairinc.com</a>	65% + Freight		Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Bon Chef	<a href="http://www.bonchef.com">www.bonchef.com</a>	52.5%+ Freight		Cost plus 7%
Brown Walk-ins	<a href="http://www.wabrown.com">www.wabrown.com</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Browne Halco (Browne Foodservice)	<a href="http://www.browneco.com">www.browneco.com</a>	62.5% + Freight	Free freight on \$2,500 order (excludes special delivery services). \$30 charge for orders less than \$150	Not applicable
BSI (Brass Smith)	<a href="http://www.bsidesigns.com/">http://www.bsidesigns.com/</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Bunn	<a href="http://www.bunn.com">www.bunn.com</a>	47.5% + Freight		Cost plus 7%
Bus Boy by Nemco	<a href="http://www.nemcofoodequip.com">www.nemcofoodequip.com</a>	47.5% + Freight		Cost plus 7%
Cactus Mat	<a href="http://www.cactusmat.com">www.cactusmat.com</a>	58% + Freight	Free freight on pallet orders may apply (excludes special delivery services). \$25 charge on orders less than \$150	Not applicable
Cadco	<a href="http://www.cadco-ltd.com">www.cadco-ltd.com</a>	47.5% + Freight		Cost plus 7%
Caddy	<a href="http://www.caddycorp.com">www.caddycorp.com</a>	54% + Freight		Cost plus 7%
Cal-Mil	<a href="http://www.calmil.com">www.calmil.com</a>	47.5% + Freight	Free freight on \$6,800 order (excludes special delivery services). \$5 broken case charge per case may apply. \$15 charge on orders under \$175.00	Not applicable
Cambro	<a href="http://www.cambro.com">www.cambro.com</a>	52.5% + Freight	Free Freight on \$4,800 (excludes special delivery services). \$10 broken carton charge per carton may apply; \$10/pallet if order needs to be palletized. Some items qualify for larger discounts	Not applicable

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Captive Aire	<a href="http://www.captiveaire.com">www.captiveaire.com</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Cardinal Glass	<a href="http://www.cardinalglass.com/">http://www.cardinalglass.com/</a>	47.5% + Freight		Not applicable
Carlisle	<a href="http://www.carlislefsp.com">www.carlislefsp.com</a>	52.5% + Freight	Free Freight on \$2,850 (excludes special delivery services); \$5 broken carton charge per carton may apply; All orders of custom products are subject to shipment of plus or minus 10% of the quantity ordered	Not applicable
Carpigiani	<a href="http://www.carpigiani-usa.com">www.carpigiani-usa.com</a>	5% + Freight		Cost plus 7%
Carolina Table	<a href="http://www.carolinatable.com/">http://www.carolinatable.com/</a>	52.5% + Freight	\$850 minimum order or \$50 charge applies	Cost plus 7%
Carroll Chair	<a href="http://www.carrollchair.com">www.carrollchair.com</a>	54% + Freight	\$175 min order	Cost plus 7%
Carter-Hoffmann	<a href="http://www.carter-hoffmann.com">www.carter-hoffmann.com</a>	51% + Freight	\$100 minimum order	Cost plus 7%
CDN	<a href="http://www.cdn-timeandtemp.com">www.cdn-timeandtemp.com</a>	47.5% + Freight	Free freight on \$500 order (excludes special delivery services)	Cost plus 7%
Champion	<a href="http://www.championindustries.com">www.championindustries.com</a>	26.5% + FREE Freight (excludes special delivery services)	Free freight within the continental U.S.	Cost plus 7%
Channel Manufacturing	<a href="http://www.channelmfg.com">www.channelmfg.com</a>	52.5% + Freight		Cost plus 7%



Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Chef Master	<a href="http://www.chef-master.com">www.chef-master.com</a>	47.5% + Freight	Free freight on \$2,500 order (excludes special delivery services)	Not applicable
Chef Revival	<a href="http://chefrevival.com/">http://chefrevival.com/</a>	51% + Freight		Not applicable
Chicago Faucets	<a href="http://www.chicagofaucets.com">www.chicagofaucets.com</a>	37% + Freight	Free freight on \$2,000 order (excludes special delivery services)/ \$150 minimum order	Not applicable
Chicago Metallic	<a href="http://www.cmbakeware.com">www.cmbakeware.com</a>	47.5% + Freight	\$10 broken carton charge per carton may apply; Minimum custom order=250 pans (custom order shipment may vary +- 5%). \$30 charge on orders less than \$100	Not applicable
Chowbotics	<a href="http://www.chowbotics.com">www.chowbotics.com</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Churchill China	<a href="http://churchillchina.com/">http://churchillchina.com/</a>	57% + Freight		Not applicable
Cleveland	<a href="http://www.clevelandrange.com">www.clevelandrange.com</a>	52.5% + Freight	Free freight on 3 pieces (excludes special delivery services)	Cost plus 7%
CMA	<a href="http://www.cmadishmachines.com">www.cmadishmachines.com</a>	47.5% + Freight	Free freight on dishmachines may apply (excludes special delivery services)	Cost plus 7%
Cold Zone	<a href="http://www.coldzone.com">www.coldzone.com</a>	47.5% + Freight		Cost plus 7%
Comark/Fluke	<a href="http://www.comarkusa.com">www.comarkusa.com</a>	47.5% + Freight	Free freight on \$1,000.00 order (excludes special delivery services); Must order in shelf pack. \$25 charge on order less than \$100	Not applicable
Commercial Display Systems (CDS)	<a href="http://www.cdsdoors.net">www.cdsdoors.net</a>	Cost plus 7%	Custom quotes	Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Component Hardware	<a href="http://www.componenthardware.com">www.componenthardware.com</a>	42.25% + Freight	\$100 minimum order	Not applicable
Comstock-Castle	<a href="http://www.castlestove.com">www.castlestove.com</a>	47.5% + Freight		Cost plus 7%
Concordia Coffee	<a href="http://www.concordiacoffee.com/">http://www.concordiacoffee.com/</a>	26.5% + Freight		Cost plus 7%
Continental Commercial	<a href="http://www.continentalcommercialproducts.com">www.continentalcommercialproducts.com</a>	52.5% + Freight	Free Freight on \$2,200 order (excludes special delivery services). Must order in case pack	Not applicable
Continental Refrigeration	<a href="http://www.continentalrefrigeration.com">www.continentalrefrigeration.com</a>	61.5% + Freight	Free freight on 3 pieces (excludes special delivery services)	Cost plus 7%
Convotherm	<a href="http://www.convotherm.com/">http://www.convotherm.com/</a>	28% + Freight		Cost plus 7%
Cookshack	<a href="http://www.cookshack.com">www.cookshack.com</a>	21.25% + Freight		Cost plus 7%
Cooktek	<a href="http://www.cooktek.com">www.cooktek.com</a>	50% + Freight		Cost plus 7%
Cooper-Atkins	<a href="http://www.cooper-atkins.com">www.cooper-atkins.com</a>	51% + Freight	Free freight on \$900 order (excludes special delivery services); Cooper reserves the right to ship all quantities subject to under or overruns not to exceed 10%. Must order in case pack	Cost plus 7%
Cornelius (formerly Remcor)	<a href="http://www.cornelius.com">www.cornelius.com</a>	47.5% + Freight		Cost plus 7%
Counter Craft	<a href="http://www.countercraftinc.com">www.countercraftinc.com</a>	48% + Freight		Cost plus 7%
Cozoc	<a href="http://www.cozoc.com">www.cozoc.com</a>	47.5% + Freight	Free freight on \$6,450 order (excludes special delivery services)	Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Cres-Cor	<a href="http://www.crescor.com">www.crescor.com</a>	51% + Freight	Free freight on \$16,500.00 order (excludes special delivery services)	Cost plus 7%
Crestware	<a href="http://www.crestware.com">www.crestware.com</a>	52.5% + Freight	Free freight on \$2,350 (excluding special delivery services). \$250 minimum order or \$30 small order charge. \$20 charge for proof of delivery. Most items must be purchased in inner case pack. China & shakers must be ordered in full cases.	Not applicable
Crown Brands (Update, Johnson-Rose, Co-Rect, Focus Foodservice)	<a href="http://www.crown-brands.com">www.crown-brands.com</a>	47.5% + Freight	Free freight on \$2,350 order (excludes special delivery services). \$25 charge on orders less than \$175. Some items may qualify for deeper discounts.	Not applicable
Crown Verity	<a href="http://www.crownverity.com">www.crownverity.com</a>	47.5% + Freight	Free freight on \$6,500 order (excluding TG-1, TG-2, TG-4 and all carts and special delivery services). \$75 minimum order	Cost plus 7%
Curtis	<a href="http://www.wilburcurtis.com">www.wilburcurtis.com</a>	47.5% + Freight	\$75 minimum order	Cost plus 7%
Curtron (TMI, Inc.)	<a href="http://www.curtronproducts.com">www.curtronproducts.com</a>	47.5% + Freight	Free freight on \$1,500 order (excluding Bulk PVC or Service Pro and special delivery services). \$90 minimum order	Cost plus 7%
Delfield	<a href="http://www.delfield.com">www.delfield.com</a>	52.5% + Freight	Free freight on 3 pieces shipping from Covington, TN only (excludes special delivery services)	Cost plus 7%
Dean	<a href="http://www.frymaster.com">www.frymaster.com</a>	51% + Freight	Free freight on 3 pieces may apply. \$30 charge on orders less than \$175	Cost plus 7%
Design Services	Contact Pasco at 800-788-8216	Cost plus 7%		
Design Specialties	<a href="http://www.designspecialties.org">www.designspecialties.org</a>	54% + Freight		Not applicable

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Detecto	<a href="http://www.detectoscale.com">www.detectoscale.com</a>	26.5% + Freight	Free freight on \$650 order. \$10 charge on orders less than \$200. \$5 proof of delivery charge (or free tracking number). Deeper discounts available on certain items	Not applicable
Dexter/Russell	<a href="http://www.dexter-russell.com">www.dexter-russell.com</a>	47.5% + Freight	Free freight on \$1,800 cutlery order (excludes special delivery services). \$15 charge on orders under \$200. Must order in case pack. Larger discounts available on quantities greater than 143 pieces and on import items	Not applicable
Dinex by Carlisle	<a href="http://www.carlislefsp.com/healthcare">www.carlislefsp.com/healthcare</a>	47.5% + Freight	Free freight on 150 cases of domes (excludes special delivery services). Must order in case pack. \$15 charge on orders less than \$200	Cost plus 7%
Dipo Induction USA	<a href="http://www.dipousa.com">www.dipousa.com</a>	47.5% + Freight		Cost plus 7%
Disco	<a href="http://www.contico.com">www.contico.com</a>	52.5% + Freight	Free freight on \$1,300 order (excludes special delivery services)	Not applicable
Dispense-Rite	<a href="http://www.dispenserite.com">www.dispenserite.com</a>	37%	Larger discount available if ordered in case pack. \$15 charge on orders less than \$100	Cost plus 7%
Dormont	<a href="http://www.dormont.com">www.dormont.com</a>	57% + Freight	Free freight on \$1,350.00 order (excludes special delivery services). \$30 charge for orders less than \$150	Cost plus 7%
Dough Xpress	<a href="http://www.doughxpress.com">www.doughxpress.com</a>	21.25% + Freight		Cost plus 7%
Doyon	<a href="http://www.nu-vu.com">www.nu-vu.com</a>	47.5% + Freight		Cost plus 7%
Dudson	<a href="http://www.dudsonusa.com">www.dudsonusa.com</a>	56% + Freight		Not applicable
Duke	<a href="http://www.dukemfg.com">www.dukemfg.com</a>	54% + Freight		Cost plus 7%
Duke Ovens	<a href="http://www.dukemfg.com">www.dukemfg.com</a>	47.5% + Freight		Cost plus 7%
Dutchess	<a href="http://www.dutchessbakers.com">www.dutchessbakers.com</a>	21.25% + Freight		Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Dynamic Mixers	<a href="http://www.dynamicmixersusa.com">www.dynamicmixersusa.com</a>	47.5% + Freight	Free freight on \$3,250 net order (excludes special delivery services). Flat \$75 freight on orders of 15- 30 salad spinners to one location.	Cost plus 7%
Eagle Metal Master	<a href="http://www.eaglegrp.com">www.eaglegrp.com</a>	59% + Freight	Free freight on \$5,000 order, not to exceed 6% of order amount (excludes special delivery services)	Cost plus 7%
Eastern Tabletop	<a href="http://www.easterntabletop.com">www.easterntabletop.com</a>	58% + Freight		Not applicable
E-Control	<a href="http://www.econtrolsystems.com">www.econtrolsystems.com</a>	Cost plus 7%	Custom quotes	Cost plus 7%
Edlund	<a href="http://www.edlundco.com">www.edlundco.com</a>	51% + Freight	Free freight on \$2,750.00 (excludes special delivery services) Must order longs and can punches in case pack	Not applicable
Ekon-O-Pac	<a href="http://www.ekonopac.com">www.ekonopac.com</a>	Cost plus 7%	Custom quotes	Not applicable
Electrolux	<a href="http://www.electroluxusa.com">www.electroluxusa.com</a>	47.5% + Freight	58% off list + freight on orders of 10 or more combi ovens	Cost plus 7%
Elite Global	<a href="http://www.egsfoodservice.com">www.egsfoodservice.com</a>	47.5% + Freight		Not applicable
Elkay (SSP)	<a href="http://www.sspinc.net">www.sspinc.net</a>	47.5% + Freight		Cost plus 7%
Eloma	<a href="http://www.elomausa.com">www.elomausa.com</a>	26.5% + Freight		Cost plus 7%
Emberglo	<a href="http://www.emberglo.com">www.emberglo.com</a>	47.5% + Freight		Cost plus 7%
Encore Plastics	<a href="http://www.encoreplastics.com">www.encoreplastics.com</a>	47.5% + Freight	Free freight on shipments of 500 lbs or more (excludes special delivery services). \$20 delivery notification fee. \$10 charge on orders less than \$150	Not applicable
English Manufacturing	<a href="http://www.englishmfg.com">www.englishmfg.com</a>	Cost plus 7%	Custom quotes	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Enofrigo	<a href="http://www.enofrigoamerica.com/eng/">http://www.enofrigoamerica.com/eng/</a>	47.5% + Freight		Cost plus 7%
Epicurean	<a href="http://www.epicurean.com">www.epicurean.com</a>	52.5% + Freight	Free freight on \$3,000 order (excludes special delivery services)	Not applicable
Equipex	<a href="http://www.equipex.com">www.equipex.com</a>	37% + Freight		Cost plus 7%
Escali	<a href="http://www.escali.com/">http://www.escali.com/</a>	56% + Freight		Not applicable
Eurodib	<a href="http://www.eurodib.com">www.eurodib.com</a>	51% + Freight	Free freight on \$3,850 order (excludes special delivery services). \$10 charge on orders less than \$150	Not applicable
Everest Refrigeration	<a href="http://www.everestref.com">www.everestref.com</a>	56.5% + Freight		Cost plus 7%
Everpure	<a href="http://www.everpure.com">www.everpure.com</a>	52.5% + Freight		Cost plus 7%
Excalibur	<a href="http://www.excaliburdehydrator.com">www.excaliburdehydrator.com</a>	10% + Freight		Cost plus 7%
Fabrication - Custom		Cost Plus 6% + Freight		Cost plus 7%
Fagor Dishwashing	<a href="http://www.fagorcommercial.com">www.fagorcommercial.com</a>	26.5% + Freight	\$10 broken carton charge per carton may apply. \$15 charge on orders less than \$300	Cost plus 7%
Fagor Refrigeration	<a href="http://www.fagorcommercial.com">www.fagorcommercial.com</a>	54% + Freight	\$10 broken carton charge per carton may apply. \$15 charge on orders less than \$300	Cost plus 7%
Federal Industries	<a href="http://www.federalind.com">www.federalind.com</a>	54% + Freight		Cost plus 7%
Fermod Shelving	<a href="http://www.fermod.com">www.fermod.com</a>	58% + Freight	Free freight on \$2,000 order (excluding special delivery services)	Cost plus 7%
Fetco	<a href="http://www.fetco.com">www.fetco.com</a>	47.5% + Freight	\$75 minimum order	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Filtercorp	<a href="http://www.filtercorp.com">www.filtercorp.com</a>	10% + Freight		Cost plus 7%
Fisher	<a href="http://www.fisher-mfg.com">www.fisher-mfg.com</a>	54% + Freight		Cost plus 7%
Florida Seating	<a href="http://floridaseating.com/">http://floridaseating.com/</a>	57% + Freight		Cost plus 7%
Fluke (Comark)	<a href="http://www.comarkusa.com">www.comarkusa.com</a>	52.5% + Freight	Free freight on \$1,250.00 order (excludes special delivery services); Must order in shelf pack on items marked in price list. \$25 charge on order less than \$100	Not applicable
Fogel USA	<a href="http://www.fogelusa.com">www.fogelusa.com</a>	51% + Freight		Cost plus 7%
Follett	<a href="http://www.follettice.com">www.follettice.com</a>	47.5% + Freight		Cost plus 7%
Food Warming Equipment	<a href="http://www.fweco.com">www.fweco.com</a>	51% + Freight	Free freight on \$30,000 order (excludes special delivery services)	Cost plus 7%
Franke	<a href="http://www.franke.com">www.franke.com</a>	26.5% + Freight		Cost plus 7%
Front of the House	<a href="http://www.frontofthehouse.com">www.frontofthehouse.com</a>	47.5% + Freight	\$1,300 minimum order or \$20 handling fee. \$9 pallet charge. 100% prepayment for custom/special orders. Must order in case pack.	Not applicable
Frosty Factory	<a href="http://www.frostyfactory.com">www.frostyfactory.com</a>	47.5% + Freight		Cost plus 7%
Frymaster-Dean	<a href="http://www.frymaster.com">www.frymaster.com</a>	52.5% + Freight	Free freight on 3 pieces (excludes special delivery services).	Cost plus 7%
G&A Seating	<a href="http://www.gaseating.com/">http://www.gaseating.com/</a>	57% + Freight		Cost plus 7%
GA Systems	<a href="http://www.gasystemsmfg.com">www.gasystemsmfg.com</a>	6% + Freight		Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Garland/U.S. Range	<a href="http://www.garland-group.com">www.garland-group.com</a>	52.5% + Freight	DISCOUNT EXCLUDES INDUCTION & CLAM SHELL GRILLS). Free freight on 3 pieces (excludes special delivery services)	Cost plus 7%
Gaylord	<a href="http://www.gaylordusa.com">www.gaylordusa.com</a>	Cost plus 7%	Custom quote. Free freight may apply on certain items (excludes special delivery services)	Cost plus 7%
GE	<a href="http://www.ge.com">www.ge.com</a>	Cost plus 7% + Freight		Cost plus 7%
Gemini/Erika	<a href="http://www.geminibe.com">www.geminibe.com</a>	31% + Freight		Cost plus 7%
General Food Equip & Faucets	<a href="http://www.generalfoodservice.com">www.generalfoodservice.com</a>	52.5% + Freight	Free freight on \$4,000 order (excludes special delivery services)	Cost plus 7%
Geneva	<a href="http://www.genevadesignsilc.com">www.genevadesignsilc.com</a>	52.5% + Freight	Free freight on \$2,800 order (excludes special delivery services)	Cost plus 7%
GET	<a href="http://www.get-melamine.com">www.get-melamine.com</a>	57% + Freight	Free freight on \$2,500 net order (excludes special delivery services). \$10 broken carton charge per item may apply. \$15 charge on orders less than \$100	Not applicable
Giles Food Serv. Eq.	<a href="http://www.gilesent.com">www.gilesent.com</a>	37% + Freight		Cost plus 7%
Glastender	<a href="http://www.glastender.com">www.glastender.com</a>	54% + Freight		Cost plus 7%
Globe	<a href="http://www.globeslicers.com">www.globeslicers.com</a>	51% + Freight	Free freight on \$3,250 order (excludes special delivery services)	Cost plus 7%
Gold Medal	<a href="http://www.gmpopcorn.com">www.gmpopcorn.com</a>	16% + Freight		Cost plus 7%
Grainger	<a href="http://www.grainger.com">www.grainger.com</a>	Cost plus 6% + Freight		Cost plus 7%
Green Edge	<a href="http://www.greenedgesystems.com">www.greenedgesystems.com</a>	2.5% + Freight		Cost plus 7%



Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Grindmaster	<a href="http://www.grindmaster.com">www.grindmaster.com</a>	51% + Freight	Free freight on \$3,500 net order (excludes special delivery services)	Cost plus 7%
Grand Rapids Chair Company	<a href="http://grandrapidschair.com/">http://grandrapidschair.com/</a>	52.5% + Freight	\$300 minimum order or \$75 charge added	Cost plus 7%
Groen	<a href="http://www.unifiedbrands.net">www.unifiedbrands.net</a>	51% + FREE Freight (excludes special delivery services)		Cost plus 7%
Halton	<a href="http://www.halton.com">www.halton.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Hamilton Beach	<a href="http://www.hamiltonbeach.com">www.hamiltonbeach.com</a>	47.5% + Freight	Free freight on \$1,800 order (excludes special delivery services). Must order in case pack. \$10 charge on orders less than \$50	Cost plus 7%
Hanson Brass	<a href="http://www.hansonbrass.com">www.hansonbrass.com</a>	47.5% + Freight		Cost plus 7%
Harold Import	<a href="http://www.hickitchen.com">www.hickitchen.com</a>	47.5% + Freight	\$15 charge on orders less than \$200	Not applicable
Hatco	<a href="http://www.hatcocorp.com">www.hatcocorp.com</a>	45% + Freight	Free freight on \$4,000 order (excludes special delivery services)	Cost plus 7%
Henkelman	<a href="http://www.henkelman.com/us">http://www.henkelman.com/us</a>	31% + Freight		Not applicable
Henny Penny	<a href="http://www.hennypenny.com">www.hennypenny.com</a>	39% + Freight		Cost plus 7%
Hill-Phoenix	<a href="http://www.hillphoenix.com/">http://www.hillphoenix.com/</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Hobart	<a href="http://www.hobartcorp.com">www.hobartcorp.com</a>	29% + FREE Freight (excludes special delivery services) - Deeper discounts available on certain	Free freight within the continental U.S.	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Hollowick	<a href="http://www.hollowick.com">www.hollowick.com</a>	47.5% + Freight	\$10 charge on orders less than \$100	Not applicable
Homer Laughlin	<a href="http://www.hlchina.com">www.hlchina.com</a>	47.5% + Freight	Must order in case pack. Some minimums apply on certain patterns; Custom items are subject to 10% overage or shortage	Not applicable
Hoshizaki	<a href="http://www.hoshizaki.com">www.hoshizaki.com</a>	52.5% + Freight	Higher discounts available on refrigeration items	Cost plus 7%
Howard-McCray	<a href="http://www.howardmccray.com">www.howardmccray.com</a>	52.5% + Freight		Cost plus 7%
Hubert	<a href="http://www.hubert.com">www.hubert.com</a>	Cost plus 7% + Freight		Not applicable
Hubbell	<a href="http://www.hubbellheaters.com">www.hubbellheaters.com</a>	47.5% + Freight		Cost plus 7%
Husmann	<a href="http://www.husmann.com">www.husmann.com</a>	52.5% + Freight		Cost plus 7%
Ice-O-Matic	<a href="http://www.iceomatic.com">www.iceomatic.com</a>	52.5% + Freight		Cost plus 7%
IMC/Teddy	<a href="http://www.imcteddy.com">www.imcteddy.com</a>	51% + Freight		Cost plus 7%
Impact Products	<a href="http://www.impact-products.com">www.impact-products.com</a>	47.5% + Freight	Free freight on \$2,500 order (excluding special delivery services). Must order in case pack	Not applicable

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Imperial Range	<a href="http://www.imperialrange.com">www.imperialrange.com</a>	59% + Freight	Free freight on \$11,000 order (excludes special delivery services).	Cost plus 7%
Insinger	<a href="http://www.insingermachine.com">www.insingermachine.com</a>	26.5% + Freight		Cost plus 7%
Insinkerator	<a href="http://www.insinkerator.com">www.insinkerator.com</a>	48% + FREE freight(excluding special delivery services)	Free freight (excluding special delivery services)	Cost plus 7%
Installation - Factory		Cost plus 7%		
Installation - Pasco		Cost plus 7%		
Intedge	<a href="http://www.intedge.com">www.intedge.com</a>	52.5% + Freight	\$2,000 minimum order or \$30 fee. Must order in case pack	Not applicable
International Tableware	<a href="http://www.internationaltableware.com">www.internationaltableware.com</a>	76% + Freight	Free freight on \$2,700.00 order (excluding special delivery services). Case pack orders only. \$6 pallet charge per pallet. \$2.50 handling charge for UPS shipments. \$20 charge on orders less than \$200	Not applicable
Iowa Rotocast Plastics	<a href="http://www.irpinc.com">www.irpinc.com</a>	Cost plus 7% + Freight	Custom quote	Not applicable
Irinnox	<a href="http://www.irinnox.com/eng/">http://www.irinnox.com/eng/</a>	26.5% + Freight		Cost plus 7%
ITV Ice Makers	<a href="http://www.itv.es">www.itv.es</a>	47.5% + Freight		Cost plus 7%
Jackson	<a href="http://www.jacksonmsc.com">www.jacksonmsc.com</a>	26.5% + FREE freight (excludes LVO Pot Washers and special delivery services)	Free freight (excluding special delivery services) within continental U.S.	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Jade Range	<a href="http://www.jaderange.com">www.jaderange.com</a>	51% + Freight	Free freight on \$26,750 order - one location, one shipment (excludes special delivery services)	Cost plus 7%
Jayhawk	<a href="http://www.jayhawksales.com">www.jayhawksales.com</a>	10% + Freight	Free freight on \$1,800 order (excludes special delivery services).	Not applicable
John Boos	<a href="http://www.johnboos.com">www.johnboos.com</a>	47.5% + Freight	Higher discounts available on certain items. Free freight on \$4,000 order (excludes special delivery services). \$30 charge on orders less than \$200. \$3 broken carton charge	Cost plus 7%
Kairak	<a href="http://www.kairak.com">www.kairak.com</a>	48% + Freight		Cost plus 7%
Keating	<a href="http://www.keatingofchicago.com">www.keatingofchicago.com</a>	26.5% + Freight		Cost plus 7%
Kelmax Equipment	<a href="http://www.spgusa.com">www.spgusa.com</a>	52.5% + Freight	\$200 minimum order or \$40 small order charge	Cost plus 7%
Kelvinator	<a href="http://www.kelvinator.us">www.kelvinator.us</a>	62% + FREE Freight (excluding special delivery services)	Free freight (excluding special delivery services) within continental U.S.	Cost plus 7%
Kitchen Design	Contact Pasco at 800-788-8216	Cost plus 7%		
Kitchenaid (Small Appliances)	<a href="http://www.kitchenaid.com">www.kitchenaid.com</a>	Cost plus 7% + Freight	Free freight on \$2,500 net order (excludes special delivery services)	Cost plus 7%
Kolpak (Manitowoc)	<a href="http://www.kolpak.com">www.kolpak.com</a>	Cost plus 7% + Freight		Cost plus 7%
Kool-It	<a href="http://www.mvpgroupcorp.com">www.mvpgroupcorp.com</a>	57% + Freight		Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Krowne	<a href="http://www.krowne.com">www.krowne.com</a>	52.5% + Freight	\$50 minimum order	Cost plus 7%
Kysor Panel	<a href="http://www.kysorpanel.com">www.kysorpanel.com</a>	Cost plus 7% + Freight		Cost plus 7%
LaCrosse	<a href="http://www.lacrossecooler.com">www.lacrossecooler.com</a>	58% + Freight	\$50 minimum order	Cost plus 7%
Lakeside Manufacturing	<a href="http://www.elakeside.com">www.elakeside.com</a>	52.5% + Freight	Free freight on \$2,800 order (excludes special delivery services)	Cost plus 7%
Lancer	<a href="http://www.lancercorp.com">www.lancercorp.com</a>	47.5% + Freight		Cost plus 7%
Lang Ovens	<a href="http://www.langworld.com">www.langworld.com</a>	51.5% + Freight		Cost plus 7%
LaRosa Refrigeration	<a href="http://www.larosaequip.com">www.larosaequip.com</a>	47.5% + Freight		Cost plus 7%
LBC Bakery	<a href="http://www.lbcbakery.com">www.lbcbakery.com</a>	26.5% + Freight		Cost plus 7%
Legion	<a href="http://www.legionindustries.com">www.legionindustries.com</a>	52.5% + Freight		Cost plus 7%
Libbey	<a href="http://www.libbey.com">www.libbey.com</a>	5% + Freight	\$250 minimum order. Must purchase in case pack	Not applicable
Libertyware	<a href="http://www.libertywareusa.com">www.libertywareusa.com</a>	57% + Freight	Free freight on \$2,100 order (excluding special delivery services)	Not applicable
Lincoln Impinger Oven	<a href="http://www.impinger.com">www.impinger.com</a>	52.5% + Freight		Cost plus 7%
Lions Wood	<a href="http://www.lwbanquetfurniture.com/home">http://www.lwbanquetfurniture.com/home</a>	5% + Freight		Cost plus 7%
Lloyd Pans	<a href="http://www.lloydpan.com/">http://www.lloydpan.com/</a>	Cost plus 7% + Freight	Custom quote	Not applicable
Lodge	Not through online store	47.5% + Freight	Must purchase in case pack	Not applicable

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Lowe Refrigeration	<a href="http://www.loveusa.com">www.loveusa.com</a>	47.5% + Freight		Cost plus 7%
Industries/LTI (Colorpoint)	<a href="http://www.lowtempind.com">www.lowtempind.com</a>	47.5% + Freight		Cost plus 7%
Magikitchn	<a href="http://www.magikitchen.com">www.magikitchen.com</a>	51% + Freight	Free freight on 5 pieces or \$8,050 order (excludes special delivery services). \$350 minimum order.	Cost plus 7%
Mainstreet Menu Systems	<a href="http://www.mainstreetmenus.com">www.mainstreetmenus.com</a>	38% + Freight		Cost plus 7%
Manitowoc	<a href="http://www.manitowocice.com">www.manitowocice.com</a>	57% + Freight	Free freight on 3 or more ice making heads shipping to one location (excludes special delivery services)	Cost plus 7%
Market Forge	<a href="http://www.mfil.com">www.mfil.com</a>	51% + Freight	Free freight on 5+ pieces (excludes special delivery services). \$750 minimum order on shelving.	Cost plus 7%
Marko by Carlisle	<a href="http://www.marko.com">www.marko.com</a>	47.5% + Freight	Custom products are subject to 10%+ of quantity ordered. \$15 charge on orders less than \$200	Not applicable
Marra Forni	<a href="http://marraforni.com/">http://marraforni.com/</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Mars Air Door	<a href="http://www.marsair.com/">http://www.marsair.com/</a>	26.5% + FREE freight (excludes special delivery services)	Free freight within the continental U.S.	Cost plus 7%
Marsal Pizza Oven	<a href="http://www.marsalsons.com/">http://www.marsalsons.com/</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Master Air	<a href="http://www.newjac.com/master_air.asp">www.newjac.com/master_air.asp</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Master Disposer	<a href="http://www.masterdisposers.com">www.masterdisposers.com</a>	47.5% + Freight	\$115 minimum order	Cost plus 7%
Master-Bilt	<a href="http://www.master-bilt.com">www.master-bilt.com</a>	57% + Freight	\$75 minimum order	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Matfer	<a href="http://www.matferbourgeatusa.com">www.matferbourgeatusa.com</a>	47.5% + Freight		Not applicable
Mauviel	<a href="http://www.mauvielusa.com">www.mauvielusa.com</a>	52.5% + Freight	Must order in at least one full master pack of any item	Not applicable
Maxx Cold	<a href="http://www.maxximumfoodservice.com">www.maxximumfoodservice.com</a>	61.5% + Freight	Free freight on 3+ pieces within the continental US (excludes special delivery services)	Cost plus 7%
Maxx Ice	<a href="http://www.maxximumfoodservice.com">www.maxximumfoodservice.com</a>	57% + Freight	Free freight on 3+ pieces within the continental US (excludes special delivery services)	Cost plus 7%
Meiko	<a href="http://www.meiko.us">www.meiko.us</a>	26.5% + FREE Freight (excludes special delivery services)	Free freight (excluding special delivery services)	Cost plus 7%
Mercer	<a href="http://www.mercercutlery.com">www.mercercutlery.com</a>	57% + Freight	Free freight on \$1,200 order (excludes special delivery services). Must order in case pack. \$20 charge on orders less than \$200	Not applicable
Merco	<a href="http://www.mercoproducts.com/">http://www.mercoproducts.com/</a>	52.5% + Freight		Cost plus 7%
Merrychef	<a href="http://www.merrychefusa.com">www.merrychefusa.com</a>	28% + Freight		Cost plus 7%
Metro	<a href="http://www.metro.com">www.metro.com</a>	47.5% + Freight	Higher discounts available on certain items	Cost plus 7%
MFG Tray	<a href="http://mfatray.com/">http://mfatray.com/</a>	47.5% + Freight		Not applicable
Middleby Marshall	<a href="http://www.middleby.com">www.middleby.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Miroil	<a href="http://www.miroil.com">www.miroil.com</a>	31% + Freight		Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
MityLite	<a href="http://mitylite.com/">http://mitylite.com/</a>	53% + Freight		Cost plus 7%
Mod-U-Serve	<a href="http://www.mod-u-serve.com">www.mod-u-serve.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Moffat	<a href="http://www.moffat.com">www.moffat.com</a>	47.5% + Freight	Free freight on \$3,300 or 3+ units (excludes special delivery services)	Cost plus 7%
Montague	<a href="http://www.montaguecompany.com">www.montaguecompany.com</a>	51% + Freight	Free freight and extra discount on convection ovens (excludes special delivery services)	Cost plus 7%
Moyer Diebel	<a href="http://www.moyerdiebel.com">www.moyerdiebel.com</a>	26.5% + FREE Freight (excluding special delivery services)	Free freight (excluding special delivery services)	Cost plus 7%
Multiteria	<a href="http://www.multiteriausa.com">www.multiteriausa.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Mundial	<a href="http://www.mundialusa.com">www.mundialusa.com</a>	68% + Freight	Free freight on \$1,400 order (excludes special delivery services). Broken carton charge \$1.25 per carton may apply. \$15 charge on orders less than \$200	Not applicable
Nemco	<a href="http://www.nemcofoodequip.com">www.nemcofoodequip.com</a>	51% + Freight	Free freight on \$2,300 order (excludes special delivery services)	Cost plus 7%
New Age	<a href="http://www.newageindustrial.com">www.newageindustrial.com</a>	54% + Freight		Cost plus 7%
Nexel	<a href="http://www.nexelwire.com">www.nexelwire.com</a>	62% + Freight	Free freight on \$2,400 order (special delivery services excluded). \$15 charge on orders less than \$100	Cost plus 7%
Nicol Scales	<a href="http://nicolscales.com/">http://nicolscales.com/</a>	10% + Freight		Cost plus 7%
Nieco	<a href="http://www.nieco.com">www.nieco.com</a>	7% + Freight		Cost plus 7%



Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Nor-Lake	<a href="http://www.norlake.com">www.norlake.com</a>	52.5% + Freight	Free freight on 4+ pieces (excluding special delivery services). SCIENTIFIC & MEDICAL REFRIGERATION AVAILABLE	Cost plus 7%
Nu-Vu	<a href="http://www.nu-vu.com">www.nu-vu.com</a>	47.5% + Freight		Cost plus 7%
Nuova Simonelli	<a href="http://www.nuovasimonelliusa.com">www.nuovasimonelliusa.com</a>	19% + Freight		Cost plus 7%
Oliver Products	<a href="http://www.oliverproducts.com">www.oliverproducts.com</a>	37% + Freight		Cost plus 7%
Olympic Shelving	<a href="http://www.olympicshelving.org">www.olympicshelving.org</a>	73.5% + Freight	Higher discount available on orders over \$3,500	Cost plus 7%
Omcan	<a href="http://www.omcan.com">www.omcan.com</a>	57% + Freight	\$30 charge on orders less than \$200	Cost plus 7%
Omega Juicer	<a href="http://www.omegaiuicers.com">www.omegaiuicers.com</a>	52.5% + Freight		Cost plus 7%
Oneida	<a href="http://foodservice.oneida.com">foodservice.oneida.com</a>	42.25% + Freight	Must order in case pack	Not applicable
On the Move Food Trucks	<a href="http://www.onthemovetrucks.com/otm-food-trucks">http://www.onthemovetrucks.com/otm-food-trucks</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Optipure	<a href="http://www.optipurewater.com">www.optipurewater.com</a>	47.5% + Freight		
Ovention	<a href="http://www.ventionovens.com">www.ventionovens.com</a>	26.5% + Freight		Cost plus 7%
Paderno - World Cuisine	<a href="http://world-cuisine.com/">http://world-cuisine.com/</a>	26.5% + Freight		Cost plus 7%
Panasonic	<a href="http://www.panasonic.com">www.panasonic.com</a>	57% + Freight		Cost plus 7%
Pelouze by Rubbermaid	<a href="http://www.rubbermaidcommercial.com">www.rubbermaidcommercial.com</a>	47.5% + Freight	Free freight on \$4,500 order (excludes special delivery services). Must order in case pack quantities	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Perlick	<a href="http://www.perlick.com">www.perlick.com</a>	52% + Freight	Free freight on \$25,000, one location/one shipment (excludes special delivery services)	Cost plus 7%
Piper/Servolift	<a href="http://www.piperonline.net">www.piperonline.net</a>	47.5% + Freight		Cost plus 7%
Pitco	<a href="http://www.pitco.com">www.pitco.com</a>	56% + Freight	Free freight on 5 pieces or \$8,600 order. \$350 minimum order.	Cost plus 7%
Plastique	<a href="http://www.plas-tique-products.com">www.plas-tique-products.com</a>	47.5% + FREE freight (excluding special delivery services)		Not applicable
Plymold Seating	<a href="http://www.plymold.com">www.plymold.com</a>	52.5% + Freight	\$2,500 minimum order or \$150 small order charge.	Cost plus 7%
Power Soak	<a href="http://www.powersoak.com">www.powersoak.com</a>	26.5% + Freight		Cost plus 7%
Prairie View Industries	<a href="http://www.pviramps.com">www.pviramps.com</a>	47.5% + Freight		Cost plus 7%
Preferred Packaging	<a href="http://www.prefpk.com/">http://www.prefpk.com/</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Presto	<a href="http://mvpqgroupcorp.com/presto/">http://mvpqgroupcorp.com/presto/</a>	47.5% + Freight	Free freight on \$5,500 order (excludes special delivery services). Can be combined with Jet-Tech and/or Axis to reach this.	Cost plus 7%
Prince Castle	<a href="http://www.princecastle.com">www.princecastle.com</a>	47.5% + Freight	\$30 charge on orders less than \$600	Not applicable
Proton (US Dinnerware)	<a href="http://www.proton.biz">www.proton.biz</a>	10% + Freight	Must order in case pack	Not applicable
Proluxe (formerly DoughPro)	<a href="http://www.proluxe.com/">http://www.proluxe.com/</a>	47.5% + Freight		Cost plus 7%
Pronto	<a href="http://www.prontoproducts.com">www.prontoproducts.com</a>	47.5% + Freight	Higher discount available on order over \$4,500.00 Free freight on \$8,500 order (excluding custom products). \$5 broken carton charge per case	Not applicable

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
ProTech Mats	<a href="http://www.protechmats.com">www.protechmats.com</a>	47.5% + Freight		Not applicable
PS Furniture	<a href="http://www.psfurniture.com">www.psfurniture.com</a>	58% + Freight	Free freight on \$1,500 order	Cost plus 7%
Quik n' Crispy Greaseless Fryers	<a href="http://www.Q-N-C.com">www.Q-N-C.com</a>	10% + Freight		Cost plus 7%
Rancilio	<a href="http://www.rancilio.com">www.rancilio.com</a>	26.5% + Freight		Cost plus 7%
Randell	<a href="http://www.randell.com">www.randell.com</a>	55% + FREE freight (excludes special delivery services)		Cost plus 7%
Rational	<a href="http://www.rationalusa.com">www.rationalusa.com</a>	37.5% + FREE Freight (excludes special delivery services)		Cost plus 7%
RDI Refrigeration	<a href="http://www.rdisystems.com/">http://www.rdisystems.com/</a>	54% + Freight		Cost plus 7%
RDT	<a href="http://www.rdtonline.com">www.rdtonline.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Red Goat	<a href="http://www.redgoat.com">www.redgoat.com</a>	47.5% + Freight	\$100 minimum order	Cost plus 7%
Refrigiwear	<a href="http://www.refrigiwear.com">www.refrigiwear.com</a>	10% + Freight	Free freight on \$5,500 net order	Not applicable
Regal Pinnacle (RPI)	<a href="http://www.rpiindustries.com">www.rpiindustries.com</a>	52.5% + Freight		Cost plus 7%
Renfro	<a href="http://www.renfrodisplays.com">www.renfrodisplays.com</a>	47.5% + Freight	\$175 minimum order	Cost plus 7%
Revent	<a href="http://www.revent.com">www.revent.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
RMI	<a href="http://www.rmi-econocold.com">www.rmi-econocold.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Robot Coupe	<a href="http://www.robotcoupeusa.com">www.robotcoupeusa.com</a>	26.5% + Freight	Free freight on 5+ machines. \$7 charge on orders less than \$75	Cost plus 7%
Rotisol	<a href="http://rotisolusa.com/">http://rotisolusa.com/</a>	31% + Freight		Cost plus 7%
Royal Industries	<a href="http://www.royalindustriesinc.com">www.royalindustriesinc.com</a>	47.5% + Freight	Free freight on \$2,500 net order (excluding glassware, podiums and waitress stations)	Cost plus 7%
Rubbermaid	<a href="http://www.rubbermaidcommercial.com">www.rubbermaidcommercial.com</a>	47.5% + Freight	Free freight on \$3,750 net order; Must order in case pack. \$750 minimum order	Not applicable
Salvajor	<a href="http://www.salvajor.com">www.salvajor.com</a>	47.5% + FREE freight on disposers only (excludes special delivery services), additional discount on disposers	Free freight on disposers only (scrappers are plus freight), excluding special delivery services	Cost plus 7%
San Aire	<a href="http://www.san-aire.com">www.san-aire.com</a>	47.5% + Freight		Cost plus 7%
San Jamar	<a href="http://www.sanjamar.com">www.sanjamar.com</a>	56% + Freight	Free freight on \$2,300 net. Must order in case pack., \$150 minimum order.	Not applicable
Schaerer	<a href="http://www.schaererusa.com">www.schaererusa.com</a>	26.5% + Freight		Cost plus 7%
Scotsman	<a href="http://www.scotsman-ice.com">www.scotsman-ice.com</a>	57% + Freight		Cost plus 7%
Select Stainless	<a href="http://www.selectstainless.com/">http://www.selectstainless.com/</a>	58% + Freight		Cost plus 7%
Selecto Filters	<a href="http://www.selectstainless.com">www.selectstainless.com</a>	46% + Freight		Cost plus 7%
Servend	<a href="http://www.servend.com">www.servend.com</a>	53% + Freight		Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Server Products	<a href="http://www.serverproducts.com">www.serverproducts.com</a>	47.5% + Freight		Not applicable
Service Ideas	<a href="http://www.serviceideas.com">www.serviceideas.com</a>	47.5% + Freight	Free freight on \$2,000.00 order; Broken carton charge of \$8 per carton may apply	Not applicable
Sharp	<a href="http://www.sharppusa.com">www.sharppusa.com</a>	57% + Freight		Cost plus 7%
Shaf-R-Shield	<a href="http://www.shattershield.com">www.shattershield.com</a>	37% + Freight	Free freight on lamp orders of \$1,200+ and free freight on fixture or fixture/lamp orders of \$2,000. \$30 charge on orders less than \$250	Not applicable
Silver King	<a href="http://www.silverking.com">www.silverking.com</a>	52.5% + Freight		Cost plus 7%
Smart Buffetware	<a href="http://www.smartbuffetware.com">www.smartbuffetware.com</a>	52.5% + Freight		Not applicable
SMT (Spray Master Tech)	<a href="http://www.specsmt.com">www.specsmt.com</a>	47.5% + Freight		Cost plus 7%
Snap Drape	<a href="http://www.snapdrape.com">www.snapdrape.com</a>	26.5% + Freight		Not applicable
Solaris Steam	<a href="http://www.solarissteam.com">www.solarissteam.com</a>	47.5% + Freight		Cost plus 7%
Somat	<a href="http://www.somatcorp.com">www.somatcorp.com</a>	16% + Freight		Cost plus 7%
Somerset	<a href="http://www.smrset.com">www.smrset.com</a>	47.5% + Freight		Cost plus 7%
Southbend	<a href="http://www.southbendnc.com">www.southbendnc.com</a>	51.5% + Freight	Free freight on \$10,700 order (excludes special delivery services)	Cost plus 7%
Speed Queen	<a href="http://www.speedqueen.com">www.speedqueen.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
SPG (Amco, Freestyle, ISS, Kelmax, LPI, Universal Stainless)	<a href="http://www.spgusa.com">www.spgusa.com</a>	63% + Freight	Free freight on \$11,000 order (excludes special delivery services)	Cost plus 7%
Spill Stop	<a href="http://www.spill-stop.com">www.spill-stop.com</a>	47.5% + Freight	\$75 minimum order	Not applicable

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Spring	<a href="http://www.springusa.com">www.springusa.com</a>	47.5% + Freight		Cost plus 7%
Star Manufacturing	<a href="http://www.star-mfg.com">www.star-mfg.com</a>	51.5% + Freight	Free freight on \$13,000 order (excludes special delivery services)	Cost plus 7%
Steelite	<a href="http://www.steelite.com">www.steelite.com</a>	Cost plus 7% + Freight	Custom quote	Not applicable
Steril-Sil	<a href="http://www.sterilsil.com">www.sterilsil.com</a>	Cost plus 7% + Freight	Custom quote	Not applicable
Sterno	<a href="http://www.sternopro.com/">http://www.sternopro.com/</a>	5% + Freight	Free freight on 150+ cases	Not applicable
Stero	<a href="http://www.stero.com">www.stero.com</a>	26.5% + Freight		Cost plus 7%
Structural Concepts	<a href="http://www.structuralconcepts.com">www.structuralconcepts.com</a>	54% + Freight		Cost plus 7%
Styrolite Chair	<a href="http://styrolitechair.com/">http://styrolitechair.com/</a>	3% + Freight		Cost plus 7%
Summit Commercial (Felix Storch)	<a href="http://www.summitappliance.com">www.summitappliance.com</a>	57% + Freight	Free freight on 48 pieces shipping to one location in contiguous 48 states (excluding special delivery services). SCIENTIFIC & MEDICAL REFRIGERATION AVAILABLE	Cost plus 7%
Sunkist	<a href="http://www.sunkistfs.com">www.sunkistfs.com</a>	47% + Freight		Not applicable
T&S Brass and Bronze Works	<a href="http://www.tsbrass.com">www.tsbrass.com</a>	49% + Freight	Free freight on complete model \$5,500 order Free freight on gas hoses. Excludes special delivery services	Not applicable
Tablecraft	<a href="http://www.tablecraft.com">www.tablecraft.com</a>	51% + Freight	Free freight on \$2,100 net order (excludes special delivery services)	Not applicable

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Taylor Soft Serve	<a href="http://www.taylor-company.com">www.taylor-company.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Taylor Precision	<a href="http://www.taylorusa.com">www.taylorusa.com</a>	52.5% + Freight	Free freight on \$720.00 order in case pack (excludes special delivery services). Must order in case pack. \$35 charge on orders less than \$250	Not applicable
Texas Digital	<a href="http://www.txdigital.com">www.txdigital.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Thermalrite	<a href="http://www.thermalrite.com">www.thermalrite.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Thermo-Kool	<a href="http://www.thermokool.com">www.thermokool.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Thunder Group	<a href="http://www.tarhong.com">www.tarhong.com</a>	65.5% + Freight	Higher discount on shelving and melamine; \$200 minimum order. Must order in inner case pack or 10% charge per item.	Not applicable
Thunderbird	<a href="http://www.thunderbirdfm.com">www.thunderbirdfm.com</a>	47.5% + Freight		Cost plus 7%
Toastmaster	<a href="http://www.toastmastercorp.com">www.toastmastercorp.com</a>	51.5% + Freight	Free freight on \$11,000 order (excludes special delivery services).	Cost plus 7%
Tomlinson	<a href="http://www.tomlinsonind.com">www.tomlinsonind.com</a>	47.5% + Freight	\$175 minimum order	Not applicable
Town Equipment	<a href="http://www.townfood.com">www.townfood.com</a>	47.5% + Freight	Free freight on \$2,800 order (excludes special delivery services and special/custom items). \$20 charge on orders less than \$100	Cost plus 7%
Traulsen	<a href="http://www.traulsen.com">www.traulsen.com</a>	53% + Freight	Free freight on most items. Oversize items over 72" x 90" H may be subject to liftgate delivery fee; For all 3 section items that require special delivery to the ground, flat \$475 fee. Deeper discounts available on certain items	Cost plus 7%
True Manufacturing	<a href="http://www.truemfg.com">www.truemfg.com</a>	62.5% + Freight	Free freight on 3 pieces shipping to one location at one time (excludes special delivery services)	Cost plus 7%
Tucker	<a href="http://www.tuckersafetyproducts.com">www.tuckersafetyproducts.com</a>	47.5% + Freight	\$300 minimum order. Must order in case pack	Not applicable

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
TurboAir	<a href="http://www.turboairinc.com">www.turboairinc.com</a>	64% + Freight	Free freight on \$5,400 order or 5 or more full size pieces of equipment (excludes special delivery services)	Cost plus 7%
Turbochef	<a href="http://www.turbochef.com">www.turbochef.com</a>	30% + Freight		Cost plus 7%
Turgla	<a href="http://www.turgla.com/">http://www.turgla.com/</a>	51% + Freight	Must order in case pack	Not applicable
U.S. Range (see Garland)	<a href="http://www.garland-group.com">www.garland-group.com</a>	61.5% + Freight	Free freight on 3 pieces or \$6,500 order	Cost plus 7%
Uline	<a href="http://www.uline.com">www.uline.com</a>	Cost plus 7% + Freight	Custom quote	Not applicable
Ultrafryer	<a href="http://www.ultrafryer.com">www.ultrafryer.com</a>	52.5% + Freight	57% off Ultrapro 14 Line	Cost plus 7%
Unger	<a href="http://www.ungerglobal.com">www.ungerglobal.com</a>	47.5% + Freight	Free freight on orders over \$1,500. \$300 minimum order. 20% broken case surcharge per item. Cannot break case on MicroWipes, rubbers, duster sleeves and poles.	Not applicable
Univex	<a href="http://www.univexcorp.com">www.univexcorp.com</a>	52.5% + Freight	\$50 minimum order	Cost plus 7%
Unox	<a href="http://www.unox.com">www.unox.com</a>	16% + Freight	Higher discounts may apply to certain items	Cost plus 7%
Urschel Laboratories Inc.	<a href="http://www.urschel.com">www.urschel.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Utility Refrigerator	<a href="http://www.utilityrefrigerator.com">www.utilityrefrigerator.com</a>	52.5% + Freight	58% off list + freight on orders of 10 or more full size items	
Varimixer	<a href="http://www.varimixer.com">www.varimixer.com</a>	39% + Freight		Cost plus 7%
VersaGard	<a href="http://www.versagard.com/">http://www.versagard.com/</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Vertex China	<a href="http://www.vertexchina.com">www.vertexchina.com</a>	61.5% + Freight	\$200 minimum order. Must order in case pack	Not applicable



Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Victorinox	<a href="http://www.swissarmy.com">www.swissarmy.com</a>	52.5% + Freight	Free freight on \$2,700 order (excludes special delivery services). Must order in case pack	Not applicable
Victory	<a href="http://www.victoryrefrigeration.com">www.victoryrefrigeration.com</a>	62% + Freight	Free freight on 3+ pieces within the continental US (excludes special delivery services)	Cost plus 7%
Viking Range	<a href="http://www.vikingcommercial.com">www.vikingcommercial.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Villeroy & Boch	<a href="http://pro.villeroy-boch.com/us/us/home.html?_ga=1.166563580.370688854.1465581795">http://pro.villeroy-boch.com/us/us/home.html?_ga=1.166563580.370688854.1465581795</a>	57% + Freight		Not applicable
Vitamix	<a href="http://www.vitamix.com/foodservice">www.vitamix.com/foodservice</a>	52.5% + Freight	Free freight on \$2,700 order (excl Portion Blending System or XL machines and special delivery services). \$50 minimum order	Not applicable
Vivreau	<a href="http://www.vivreau.com/">http://www.vivreau.com/</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Vollrath	<a href="http://www.vollrathco.com">www.vollrathco.com</a>	52.5% + Freight	Free freight on \$3250.00 order (excludes custom and Milestone equipment and special delivery services) \$5 broken carton charge per carton may apply. Some cartons cannot be broken (# sign). Custom smallwares subject to 10+ production run. \$30 charge on orders less than \$300	Not applicable
Vulcan	<a href="http://www.vulcanhart.com">www.vulcanhart.com</a>	58% + FREE Freight (excludes special delivery services)	Deeper discounts available on Platinum Promo Items.	Cost plus 7%
Walco	<a href="http://www.walcostainless.com">www.walcostainless.com</a>	47.5% + Freight	Free freight on net \$3,400 order. Must order in case pack. \$25 charge on orders less than \$150	Not applicable
Walsh & Simmons	<a href="http://www.walshsimmons.com">www.walshsimmons.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%

Sourcewell RFP #091918  
Offered by: PASCO BROKERAGE, INC.  
Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Waring Commercial	<a href="http://www.waringcommercialproducts.com/">http://www.waringcommercialproducts.com/</a>	47.5% + Freight	Free freight on \$3,000 order (excluding special delivery services). Additional discounts apply for orders over \$450.00	Cost plus 7%
Waterloo Filters	<a href="http://www.waterloofilters.com/">http://www.waterloofilters.com/</a>	46% + Freight		Cost plus 7%
Waste King(Anaheim)	<a href="http://www.wasteking.com">www.wasteking.com</a>	5% + Freight		Cost plus 7%
Wells	<a href="http://www.wells-mfg.com">www.wells-mfg.com</a>	51.5% + Freight	Free freight on 8+ pieces (excluding special delivery services)	Cost plus 7%
Whirlpool	<a href="http://www.whirlpool.com">www.whirlpool.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
Winco	<a href="http://www.wincodwl.com">www.wincodwl.com</a>	61.5% + Freight	Free freight on \$2,500 order (excluding special delivery services). Note: Dominion, Windsor and Glassware only qualify for 50% of their net value when being applied to free freight program. Full case quantities qualify for FC (full case) pricing. Otherwise, (LC) loose case pricing prevails. \$15 charge on orders less than \$150.	Not applicable
Win-Holt	<a href="http://www.winholt.com">www.winholt.com</a>	57% + Freight	Free freight on \$4,000 order (excluding special delivery services)	Cost plus 7%
Winston	<a href="http://www.winstonind.com/">http://www.winstonind.com/</a>	47.5% + Freight	56% off list + Freight on orders of 10+ cabinets. Free freight on \$16,000 order or more.	
Wittco	<a href="http://www.wittco.com/">http://www.wittco.com/</a>	51% + Freight		Cost plus 7%
Wolf Range	<a href="http://www.wolfrange.com">www.wolfrange.com</a>	58% + Freight	Free freight on \$5,500 order (excludes special delivery services)	Cost plus 7%

Sourcewell RFP #091918  
 Offered by: PASCO BROKERAGE, INC.  
 Commercial Kitchen Equipment and Supplies

Manufacturer	Website	Discount from List + FREIGHT (Special delivery svcs excluded)	NOTES (Free freight only applicable in contiguous 48 states)	Installation Services
Woodstone	<a href="http://www.woodstone-corp.com">www.woodstone-corp.com</a>	Cost plus 7% + Freight	Custom quote	Cost plus 7%
XLT Ovens	<a href="http://www.xitovens.com">www.xitovens.com</a>	47.5% + Freight		Cost plus 7%
Zeroll	<a href="http://www.zeroll.com">www.zeroll.com</a>	52.5% + Freight	Free freight on \$2,000 order (excluding special delivery serviceS). Must order in case pack	Not applicable
Zummo	<a href="http://www.zummoinc.com">www.zummoinc.com</a>	16% + Freight		Cost plus 7%

**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 #: 091918-PAS

Proposer's full legal name: Pasco Brokerage, Inc.

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

The effective date of the Contract will be November 8, 2018 and will expire on November 8, 2022 (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*

78144D620E684E3...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:

*Chad Coquette*

3F75ED2BA547446...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on November 2, 2018

Sourcewell Contract # 091918-PAS

**Vendor Authorized Signatures:**

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

Vendor Name PASCO Brokerage Inc

Authorized Signatory's Title President

*Kasey P. Hollon*  
VENDOR AUTHORIZED SIGNATURE

Kasey P. Hollon  
(NAME PRINTED OR TYPED)

Executed on November 2, 2018

Sourcewell Contract # 091918-PAS

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



Company Name:     Pasco Brokerage Inc.    

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

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

Proposer's Signature:     *Kasey P. Hollon*     Date:     November 2, 2018    

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

No exceptions noted.  
Document unsigned.

Contract Award  
RFP #091918



**FORM D**

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

COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES

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

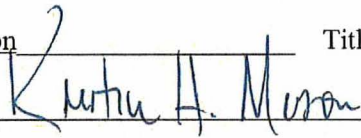
Company Name: Pasco Brokerage, Inc. Date: 09/14/2018

Company Address: 6465 Chase Oaks Blvd

City: Plano State: TX Zip: 75023

CAGE Code/DUNS: DUNS# 050849587

Contact Person: Kristin Mason Title: Corporate Secretary

Authorized Signature:   
(Name printed or typed)



**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



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

Sourcewell Contract #: 091918-PAS

Proposer's full legal name: Pasco Brokerage, Inc.

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

The effective date of the Contract will be November 8, 2018 and will expire on November 8, 2022 (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  
78144D620E684E3...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:  
Chad Coauette  
3F75ED2BA547446...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on November 2, 2018

Sourcewell Contract # 091918-PAS

**Vendor Authorized Signatures:**

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

Vendor Name PASCO Brokerage Inc

Authorized Signatory's Title President

Kasey P. Hollon  
VENDOR AUTHORIZED SIGNATURE

Kasey P. Hollon  
(NAME PRINTED OR TYPED)

Executed on November 2, 2018

Sourcewell Contract # 091918-PAS



**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

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

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

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



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

Company Name: Pasco Brokerage, Inc \_\_\_\_\_

Address: 5465 Chase Oaks Blvd \_\_\_\_\_

City/State/Zip: Plano, TX 75023 \_\_\_\_\_

Telephone Number: (972)596-3350 \_\_\_\_\_

E-mail Address: kmason@pascoinc.net \_\_\_\_\_

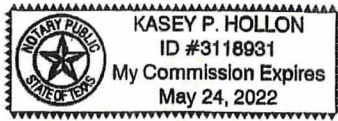
Authorized Signature: Kristin Mason \_\_\_\_\_

Authorized Name (printed): Kristin Mason \_\_\_\_\_

Title: Corporate Secretary \_\_\_\_\_

Date: 09/14/2018 \_\_\_\_\_

**Notarized**



Subscribed and sworn to before me this 14th \_\_\_\_\_ day of September \_\_\_\_\_, 2018 \_\_\_\_\_

Notary Public in and for the County of Collin \_\_\_\_\_ State of Texas \_\_\_\_\_

My commission expires: May 24, 2022 \_\_\_\_\_

Signature: Kasey P. Hollon \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**

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

Proposer Name: Pasco Brokerage, Inc.

Questionnaire completed by: Kristin Mason

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?  
Standard 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?  
Leasing options are available through a 3<sup>rd</sup> party company
- 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.  
Pasco receives the order from the Sourcewell member  
Pasco notes the order as a Sourcewell order  
Pasco processes the order with the specified factory, again noting the order as a Sourcewell order  
Pasco bills the Sourcewell member after the order has been completed  
Pasco is paid by the Sourcewell member.  
Pasco will process purchase orders in house, and will use reporting tools to provide detailed reports for Sourcewell.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?  
Pasco accepts P-card procurement and payments. The discount pricing offered on this contract is cash discounted pricing. If P-Card procurement/payment is utilized for purchase, a 3% convenience fee will be added for this service.

**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?  
Pasco adheres to the requested manufacturer's warranty program.
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  
Warranty coverage is stated with the equipment and varies by product/equipment.
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?  
Warranty coverage varies by product/equipment.



- 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?  
Warranty repair availability varies by manufacturer and product, however Pasco will work with the manufacturer and their representatives to ensure service whenever feasible.
  - 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 issues are passed on to the original equipment manufacturer.
  - What are your proposed exchange and return programs and policies?  
Pasco passes through the manufacturer's exchange and return programs and policies.
- 6) Describe any service contract options for the items included in your proposal.  
Pasco partners with manufacturers' authorized service centers throughout all service areas. Service can be added on a cost plus basis. See attached cost plus worksheet.

**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.  
Pasco provides a complete line of foodservice equipment/products and related services, including: walk-ins, cooklines, serving lines, food prep, warewashing, and smallwares.
- 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. 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.)  
Pasco is providing a Discount from List/Cost Plus pricing model. This will allow for the noted discount from the current published price list.  
See attached pricing list.
- 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.  
Pasco's offered discounts vary and can be found on the attached manufacturer's discount schedule.
- 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.  
Pasco's volume/quantity discount program is handled on a case by case basis, dependent upon manufacturers' offerings and incentives that are passed along to the Sourcewell member.
- 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.



Pasco will offer such items on a cost plus basis.

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

Separate discount structure reflected in pricing list for installation, design services, custom items, etc.

- 14) If delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.

Delivery and shipping (unless otherwise specified as FREE freight on the discount spreadsheet) will be additional cost to the end user. These costs will be added to any quote prepared for the end user and freight cost added to invoice. Pasco does not like to surprise any customer with freight costs, so these will always be communicated to the customer before a purchase order is placed. The shipping is almost always made by the manufacturer drop-shipping to the end user so the manufacturers arrange for their own carriers to make deliveries. In some instances, where we know we received lower freight costs by using our contracted logistics company, we will utilize this as a means of delivery.

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

Shipping to Alaska, Hawaii, Canada or other off-shore entity would have freight negotiated at time of quote. Pasco would obtain freight costs from the manufacturer or our contracted logistics company and these costs would be added to invoice. Pasco would communicate these costs to the customer before a purchase order is issued.

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

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Pasco utilizes a category system in our quoting and accounting software that allows us to identify each quote and sale by contract. This makes for easy reporting when aggregating a cooperative purchasing request. Once Pasco receives the date of reporting required, Pasco runs a coop based report, checks for any discrepancies, and then sends the report and payment to the cooperative authority.

- 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.)

Pasco proposes a 2% administrative fee per sale to be paid to Sourcewell

### **Industry-Specific Questions**

- 19) Describe any serviceability attributes that your proposal contains. Please indicate which of these attributes are considered "industry-expected" and which you believe are "vendor differentiators."

Pasco considers our serviceability attributes to be:

- o Timely order processing
- o Proper recording of contract purchase orders to ensure that reports are accurate
- o Quick customer service response
- o Assistance in handling customer warranty issues if required

Pasco believes we stand out in the following areas:

- We have been in business for 57 years, always owned and operated by the same family
- Orders are typically processed the same day they are received
- Pasco has a long-term history of accurate and ethical reporting of contract fees and make payments on time
- Pasco is transparent in our pricing and discount structure and always present any extra costs, such as freight, before any purchase orders are placed by the customer.

20) Please explain the design and installation services that are available.

Pasco offers Kitchen Design options. We have several employess with over 25 years of experience in designing kitchens and a contracted draftsman who can prepare MEP plans. Installation services are available from local authorized manufacturers service agencies throughout the country. Pasco would contract with those agencies for installation if requested by the customer. These have been added to our spreadsheet as Design Services and Installation and are on a Cost Plus basis.

Signature: Kevin H. Mason Date: 9/14/18



**Sourcewell**<sup>SM</sup>

Formerly the National Joint Powers Alliance (NJPA)

## **REQUEST FOR PROPOSAL**

for the procurement of

### **COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES**

#### **RFP Opening**

**SEPTEMBER 20, 2018**

8:30 a.m. Central Time

At the offices of

Sourcewell

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

#### **RFP #091918**

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 #091918 COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES. Details of this RFP are available beginning August 2, 2018. Details may be obtained by letter of request to Kim Austin, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@sourcewell-mn.gov](mailto:RFP@sourcewell-mn.gov). Proposals will be received until September 19, 2018 at 4:30 p.m. Central Time at the above address and opened September 20, 2018 at 8:30 a.m. Central Time.

#### **RFP Timeline**

- |  |   |
|--|---|
| <b>August 2, 2018</b>                      | <b>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: <a href="http://www.sourcewell-mn.gov/compliance-legal/oregon-advertising">www.sourcewell-mn.gov/compliance-legal/oregon-advertising</a> 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.</b> |
| <b>August 30, 2018<br/>10:00 a.m. CT</b>   | <b>Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.</b>   |
| <b>September 12, 2018</b>                  | <b>Deadline for RFP questions.</b>  |
| <b>September 19, 2018<br/>4:30 p.m. CT</b> | <b>Deadline for Submission of Proposals. Late responses will be returned unopened.</b>  |
| <b>September 20, 2018<br/>8:30 a.m. CT</b> | <b>Public Opening of Proposals.</b>   |

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



## TABLE OF CONTENTS

---

1. DEFINITIONS
  - A. Contract
  - B. Proposer
  - C. Sourced Good of Open Market Item
  - D. Vendor
  - 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
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
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](http://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](http://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 COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES.

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

**3.17.1** Commercial kitchen equipment and related supplies for K-12, higher education, city, county, and state facilities, including schools, dorms, community centers, athletic facilities, and jails or prisons, and designed for uses such as food service, cafeteria, catering, and concessions; and,

**3.17.1.1** Proposers may include commercial laundry equipment in their response to the extent that those solutions are merely complementary to the Proposer's offering of commercial kitchen equipment.

**3.17.2** Design, project management, and installation services related to and in connection with the purchase of the equipment described in section 3.17.1 above. This solicitation should NOT be construed to include any "services-only" solutions. All design, project management, and installation services must be related to, and complementary with, a Proposer's offering of commercial kitchen equipment.

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

**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 product line 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 COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES to Sourcewell and Sourcewell Members

throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

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

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

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

**3.27 [This section is intentionally blank.]**

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

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

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

**3.28.3** For educational institutions, this RFP is intended to include current and potential Members of E&I Cooperative Services, Inc., with Sourcewell serving as the lead agency for the solicitation. E&I is a member-owned not-for-profit sourcing cooperative serving educational communities and related institutions, such as four year colleges, universities, junior or community colleges, nonprofit teaching hospitals healthcare facilities affiliated with a university, technical or vocational schools, and private, public or charter schools providing educational programming for students in the primary and secondary grades.

**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 COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their

warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

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

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

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

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

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

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

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

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

**3.34 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

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

**3.36 Product Recalls.** Sourcewell or Sourcewell Members have the right to recall any product which they have reason to believe may not comply with specifications contained in this RFP and/or of the federal government. Proposer warrants that it possesses the means to enable it, or any product supplier or distributor it engages in the performance of this contract, to implement product recalls based upon lot numbers of products. Proposer shall immediately notify Sourcewell or Sourcewell Members of any product recalls contained within purchases made under the awarded contract. Proposer shall be responsible, at its own cost, for the removal and disposition of all recalled products that are defective on delivery to the relevant Sourcewell Member in compliance with all applicable laws, rules or regulations



and Sourcewell or Sourcewell Members reasonable instructions. Sourcewell and Sourcewell Members shall assist Proposer in providing information needed to implement a product recall.

**3.37 Occupied School Buildings.** Proposer acknowledges work under a contract awarded from this solicitation may take place while schools are occupied by students and staff. Proposer’s employees, agents or contractor shall conduct themselves in a professional manner while on the premise in full accordance with the policies and procedures of Sourcewell or any Sourcewell Member.

**3.38 Tobacco and Alcohol Free Zone.** Proposer and any party conducting work onsite at Sourcewell or any Sourcewell Member location shall follow all policies and procedures relating to the prohibition of any tobacco or alcohol products in support of a tobacco and alcohol/drug free environments.

## G. SOLUTIONS-BASED SOLICITATION

**3.39** 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.

**3.40** 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.

## **4** 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 **COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES** to Kim Austin at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to [RFP@sourcewell-mn.gov](mailto:RFP@sourcewell-mn.gov). You may also call Kim Austin at 218-895-4161. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

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

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

**4.18** Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at [www.sourcewell-mn.gov](http://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 **COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES** will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline

identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

## I. SOURCEWELL'S RIGHTS RESERVED

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

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

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

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

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

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

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

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

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

**4.24.9** Extend proposal due dates.

## 5 PRICING

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

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$10 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.

**6.30 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](http://www.sourcewell-mn.gov)).

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

#### D. LIST OF PROPOSERS

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

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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

#### F. DATA PRACTICES

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

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

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

**8.16 [This section is intentionally blank.]**

#### G. ENTIRE AGREEMENT

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

#### H. FORCE MAJEURE

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

**8.19 through 8.20 [These sections are intentionally blank.]**

#### I. LICENSES

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

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

#### J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

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

#### K. NON-WAIVER OF RIGHTS

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

#### L. PROTESTS OF AWARDS MADE

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

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

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

**8.25.3** Identification of the solicitation by RFP number;

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

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

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

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

#### M. SUSPENSION OR DISBARMENT STATUS

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

#### N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

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

#### O. SEVERABILITY

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

#### P. RELATIONSHIP OF PARTIES

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

#### Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

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

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

The National Defense Authorization Act for Fiscal Year 2018 (NDAA FY18) (Public Law 115-91) (Sections 806 and 805 respectively) increased the micro-purchase threshold to \$10,000 and the simplified acquisition threshold (SAT) to \$250,000. This section is intended to be reflective of any changes to the simplified acquisition threshold incorporated into the FAR or is otherwise rescinded after publication of this RFP.

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** Food specific Buy American and Cost-reimbursable Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act as defined in 7 CFR § 210.21(d) and the cost-reimbursable required provisions as defined in 7 CFR § 210.21(f). Purchases made in accordance with the applicable Buy American and cost-reimbursable provisions shall follow the applicable procurement rules calling for free and open competition. Non-food specific Buy American

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

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

**9**      **FORMS**

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





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

## **Industry Recognition & Marketplace Success**

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

## **Proposer's Ability to Sell and Deliver Service Nationwide**

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (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) Provide your intent in regards to claiming Evaluation Preference for Environmentally Preferred Purchasing Opportunities in reference to RFP § 6.35.1. Ensure that all documentation supporting this claim is included in your response.
- 31) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 32) Provide your intent in regards to claiming Evaluation Preference for WMBE, Small Business, and Other Favored Businesses in reference to RFP § 6.34.1. Ensure that all documentation supporting this claim is included in your response.
- 33) 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?
- 34) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 35) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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



Company Name: \_\_\_\_\_

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

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

**Proposer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Contract Award**  
**RFP #091918**



**FORM D**

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

[COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES ]

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

CAGE Code/DUNS: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Name printed or typed)

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



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

Sourcewell Contract #: 091918-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 # 091918-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 # 091918-XXX



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

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

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

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



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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_



**Form G**

**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject **COMMERCIAL KITCHEN EQUIPMENT, WITH RELATED SUPPLIES AND SERVICES**

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

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. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

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

**Industry-Specific Questions**

- 19) Describe any serviceability attributes that your proposal contains. Please indicate which of these attributes are considered “industry-expected” and which you believe are “vendor differentiators.”
- 20) Please explain the design and installation services that are available.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**10 PRE-SUBMISSION CHECKLIST**

<b>Check when Completed</b>	<b>Contents of Your Bid Proposal</b>	<b>Hard Copy Required Signed and Dated</b>	<b>Electronic Copy Required – Flash Drive or CD</b>
	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: <b>“Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX”</b>		
	Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 <sup>th</sup> 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**

AWARDED VENDOR NAME:

\_\_\_\_\_

SOURCEWELL CONTRACT  
NUMBER:

\_\_\_\_\_

CHECK ALL CHANGES THAT APPLY:

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

**Section 3. Detailed Explanation of Need for Changes**

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

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

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

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

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

**Section 4. Complete Restatement of Pricing Submitted**

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

Yes                       No

**Section 5. Signatures**

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Jeremy Schwartz  
Sourcewell Director of Cooperative Contracts and Procurement/CPO

\_\_\_\_\_  
Date





## Appendix A

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

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

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

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

[https://www.census.gov/2010census/partners/pdf/FIPS\\_StateCounty\\_Code.pdf](https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf)

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

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

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

[Oregon](#)

[Hawaii](#)

[Washington](#)



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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Bannock County	Benton County	Aiken County	Box Elder County	Asotin County
<b>Municipality</b>	Benewah County	Central Oregon Intergovernmental Council	Allendale County	CACHE County	Benton County
City and County of Honolulu	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
<b>Higher Education</b>	Beneviah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonner County	Coos County	Calhoun County	Emery County	Douglas County
Windward Community College	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
<b>Education (K-12)</b>	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Butte County	Douglas County	Charleston County	Grant County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
<b>Special District</b>	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
<b>State</b>	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 de Cristo 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	<b>Municipality</b>	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	Umatilla County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallawa 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	<b>Municipality</b>	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	<b>Municipality</b>
	<b>Municipality</b>	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	<b>Municipality</b>	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 Castelford	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 Clifton	City of Clifton	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Coeur d'Alene	City of Coos Bay	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Council	City of Coquille	City of Gaffney	City of Heber City	City of Cheney
	City of Craigmont	City of Cornelius	City of Georgetown	City of Helper City	City of Chewelah
	City of Crouch	City of Corvallis			

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 Hillside	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 Mantti	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 Glens 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 Walla Walla	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 Herriman	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of 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 Murtzaugh	City of Lebanon	Town of Cowpens	City of Santquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Springville	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellorree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toggerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of 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

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 Stites	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 McCol	Town of Daniel	City of Sedro-Woollley
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
<b>Higher Education</b>	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 Silwerton	Town of North	City of Spokane Valley	City of Spargue
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Stanwood
<b>Education (K-12)</b>	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stevenson
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Sultan
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sumas
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sunner
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sunnyside
Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Tacoma
Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Takoa
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinsckley	City of Tenino
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tieton
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Toledo
Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Tonasket
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Toppenish
Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Tukwila
Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarraville	City of Turmwater
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Union Gap
Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of University Place
Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Kooshaem	City of Vader
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vancouver
Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Waitsburg
Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Walla Walla
Castleford Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Wapato
Challis Joint School District No. 181	City of Umatilla	Town of Salley	Town of Mantua	City of Warden
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysville	City of Washougal
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Minersville	City of Wenatchee
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of New Harmony	City of West Richland
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of Newton	City of Westport
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Ophir	City of White Salmon
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Orderville	City of Winlock
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Paradise	City of Woodinville
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paragonah	City of Woodland
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Portage Utah	City of Yakima/Yakima County
Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Randolph	City of Yelm
Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Redmond	City of Zillah
Garden Valley School District	City of Weston	Town of St. George	Town of Rockville	Consolidated Borough of Quil Ceda Village
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rocky Ridge	Grays Harbor Council of Governments
Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rush Valley	Town of Almira
Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Scipio	Town of Bucooda
Grace Joint School District No. 148	City of Winston	Town of Summertown	Town of Scofield	Town of Carbonado
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Sigurd	Town of Cathlamet
Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Springdale	Town of Clyde Hill
Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Stockton	Town of Colton
Homedale School District No. 370	City of Yamhill	Town of Swainsea	Town of Toquerville	Town of Conconully
Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmonsville	Town of Torrey	Town of Concrete
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Tropic	Town of Coulee City
Independent School District of Boise City	Town of Butte Falls	Town of Turbeville	Town of Uintah	Town of Coulee Dam
Jefferson County School District No. 251	Town of Canyon City	Town of Ulmer	Town of Vernon	City of Coupeville
Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville		
Joint School District No. 2	Town of Lexington	Town of Wagener		

Idaho	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 304	<b>Higher Education</b>	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	<b>Higher Education</b>	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	<b>Higher Education</b>	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 State University	Town of Latah
Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
Mullan School District 392	Southern Oregon University	Midlands Technical College	<b>Education (K-12)</b>	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	CACHE County School District	Town of Naches
Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelam
North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Oneida County School District No. 351	<b>Education (K-12)</b>	Technical College of the Lowcountry	Daggett School District	Town of Odessa
Orofino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 4J	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Armen School District 29	University of South Carolina, Aiken	Grand County School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C	<b>Education (K-12)</b>	Juab School District	Town of South Prairie
Rockland School District No. 382	Athena-Weston School District No. 29RU	Abbeville County School District	Kane County School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. 5J	Alken County Public Schools	Logan City School District	Town of Springdale
Salmon School District No. 291	Bandon School District	Allendale County School District	Millard School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Morgan School District	Town of Steilacoom
Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twisp
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washucna
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverly
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Barwell School District No. 45	Park City School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 28J	Berkeley County School District	Provo City School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Rich School District	Town of Yarrow Point
Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	<b>Higher Education</b>
Vallivue School District No. 139	Central School District No. 13J	Cherokee County School District	Salt Lake City School District	Bates Technical College
Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
Wallace School District No. 393	Clatskanie School District No. 6J	Chesterfield County School District	Sevier School District	Bellingham Technical College
Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clover Park Technical College
Wildier School District No. 133	Corvallis School District No. 509J	Delta R-V School District	Uintah School District	Columbia Basin Community College
<b>Special District</b>	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community College of Spokane
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Dorchester County School District No. 2	Weber School District	Everett Community College
Ashahka Water and Sewer District	Culver School District No. 4	Dorchester County School District No. 4	<b>Special District</b>	Evergreen State College
Albion Highway District	Dallas School District No. 2	Dorchester County School District No. 4	Ash Creek Special Service District	Grays Harbor College
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Edgerfield County Schools	Ashley Valley Water and Sewer Improvement District	Green River Community College
American Falls Free Library District	Dayton School District No. 8	Fairfield County School District	Ballard Water and Sewer Improvement District	Highline Community College
American Falls Housing Authority	Dayville School District No. 16J	Florence County School District No. 1	Bear Lake Special Service District	Lake Washington Institute of Technology
Atlanta Highway District	Douglas County School District	Florence County School District No. 2	Bear River Water Conservancy District	Lower Columbia College
Avery Water and Sewer District	Douglas County School District No. 4	Florence County School District No. 3	Benchmark Water District	Northwest Indian College
Avondale Irrigation District	Douglas Education Service District	Florence County School District No. 4	Benson Culinary Water Improvement District	Olympic College
Bayview Water and Sewer District	Dufur School District No. 29	Florence County School District No. 5	Bona Vista Water Improvement District	Peninsula College
Bear Lake County Library District	Eagle Point School District No. 9	Ft. Mill School District No. 4	Cache Mosquito Abatement District	Pierce College
Bench Sewer District	Echo School District No. 5	Georgetown County School District	Cache Valley Transit District	Renton Technical College
Benehah County Free Library District	Elgin School District	Greenwood County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
Big Canyon Fire District	Enterprise School District No. 34	Greenwood County School District No. 50	Carbon County Housing Authority	Shoreline Community College
Blaine County Housing Authority	Enterprise School District No. 21	Hampton County School District No. 2	Carbon County Municipal Building Authority	Skiaga Valley College
Blaine County Recreation District	Bliss Fire District	Hampton School District No. 1	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Bliss Fire District	Boise Basin Library District	Horry County Schools	Carbon Water Conservancy District	Tacoma Community College
Boise City/Ada County Housing Authority	Boise-Kung Irrigation District	Jasper County School District	Castle Valley Special Service District	University of Washington
Boise-Kung Irrigation District	Bonneville County Fire District No. 1	John de la Howe School District	Cedar City Housing Authority	Walla Walla Community College
BrunEAU Valley District Library	Bruneau Valley District Library	Kershaw County School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
			Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
			Central Davis County Sewer District	Washington State Student Achievement Council

Idaho	Oregon	South Carolina	Utah	Washington
Bruneau Water and Sewer District	Gaston School District 511 J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	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	<b>Education (K-12)</b>
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
Clark County District Library	Harney County School District No. 3	Marion County School District No. 7	Emery County Public Schools	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	Bellevue Christian School District
Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue 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	Grants-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	Brimson School District No. 46
East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Jordan Valley Water Conservancy District	Burlington-Edison School District No. 100
East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Jordan Valley Water Conservancy District	Camas School District
East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Jordan Valley Water Conservancy District	Cape Flattery School District No. 401
Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Jordan Valley Water Conservancy District	Capital Regional Educational Service District No. 113
Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Jordan Valley Water Conservancy District	Carbonado Historical School District No. 19
Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Jordan Valley Water Conservancy District	Cascade Christian Schools
Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Jordan Valley Water Conservancy District	Cascade School District No. 228
Fenn Highway District	La Grande School District No. 1	Union County School District	Jordan Valley Water Conservancy District	Cashmere School District No. 222
Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Jordan Valley Water Conservancy District	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Jordan Valley Water Conservancy District	Central Kitsap School District No. 401
Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 2	Jordan Valley Water Conservancy District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Jordan Valley Water Conservancy District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	<b>Special District</b>	Jordan Valley Water Conservancy District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Jordan Valley Water Conservancy District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Jordan Valley Water Conservancy District	Chewelah School District No. 36
Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Jordan Valley Water Conservancy District	Chief Leschi School System
Gem County Mosquito Abatement District	Long Creek School District No. 17	Atlantic Beach Housing Authority	Jordan Valley Water Conservancy District	Chimacum School District No. 49
Glenns Ferry Highway District	Lowell School District No. 71	Beaufort Housing Authority	Jordan Valley Water Conservancy District	Clarkston School District No. J250-185
Golden Gate Highway District No. 3	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	Jordan Valley Water Conservancy District	Cle Elum-Roslyn School District
Gooding County Memorial Hospital District	Marcola School District No. 79J	Beech Island Rural Community Water District	Jordan Valley Water Conservancy District	Clover Park School District No. 400
Grace District Library	McKenzie School District	Belton-Hones Path Water Authority	Jordan Valley Water Conservancy District	Colfax School District No. 300
Grangeville Highway District	McMinnville School District No. 40	Bennettsville Housing Authority	Jordan Valley Water Conservancy District	College Place School District No. 250
Granite Reeder Water and Sewer District	Medford School District No. 549C	Berea Public Service District	Jordan Valley Water Conservancy District	Colton School District No. 306
Greater Boise Auditorium District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	Jordan Valley Water Conservancy District	Columbia School District No. 206
Greater Middleton Parks and Recreation District	Mitchell School District No. 55	Big Creek Water and Sewerage District	Jordan Valley Water Conservancy District	Columbia School District No. 206, Stevens County
Greater Swan Valley Fire Protection District No. 2	Molalla River School District	Bluffton Township Fire District	Jordan Valley Water Conservancy District	Columbia School District No. 400
Groveland Water and Sewer District	Monument School District	Bolling Springs Fire District, Greeneville County	Jordan Valley Water Conservancy District	Columbia School District No. 115
Harbor View Estates Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Jordan Valley Water Conservancy District	Concrete School District No. 11
Hayden Lake Irrigation District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Jordan Valley Water Conservancy District	Conway Consolidated School District No. 317
Hayden Lake Recreational Water and Sewer District	Multnomah Education Service District Consortium	Burton Fire District	Jordan Valley Water Conservancy District	Cosmopolis School District
Hillsdale Highway District	Myrtle Point School District	Central Midlands Regional Transit Authority	Jordan Valley Water Conservancy District	Coulee-Hartline School District No. 151
Homedale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Jordan Valley Water Conservancy District	Coupeville School District No. 204
Hoo Doo Water and Sewer District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Jordan Valley Water Conservancy District	Crescent School District
Horseshoe Bend Fire Protection District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Jordan Valley Water Conservancy District	Creston School District No. 73
Idaho Soil and Water Conservation District	Newberg School District No. 29J	Charleston Housing Authority	Jordan Valley Water Conservancy District	Curlew School District No. 50
Indian Valley Rural Fire District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Jordan Valley Water Conservancy District	Cusick School District
Iona-Bonneville Sewer District	North Central Education Service District	Charleston Soil and Water Conservation District	Jordan Valley Water Conservancy District	Darrington School District No. 330
Island Park Fire District	North Clackamas School District No. 12	Cheraw Housing Authority	Jordan Valley Water Conservancy District	Davenport School District No. 207
Jerome Highway District	North Douglas School District No. 22	Chester Housing Authority	Jordan Valley Water Conservancy District	Dayton School District No. 2
Jerome Recreation District	North Lake School District	Chester Metropolitan District	Jordan Valley Water Conservancy District	Deer Park School District No. 414
Jerome Rural Fire District No. 1	North Marion School District No. 15	Chester Sewer District	Jordan Valley Water Conservancy District	Dieringer School District
Kamiah Fire Protection District	North Wasco School District No. 29	Coast Regional Transportation Authority	Jordan Valley Water Conservancy District	Divia School District
Kamiah Highway District	North Wasco County School District No. 21	Columbia Housing Authority	Jordan Valley Water Conservancy District	East Valley School District No. 361
Ketchum Rural Fire Protection District	Northwest Regional Education Service District	Conway Housing Authority	Jordan Valley Water Conservancy District	East Valley School District No. 361, Spokane County
Kidder Harris Highway District	Nysa School District No. 26	Daniel Morgan Water District	Jordan Valley Water Conservancy District	East Valley School District No. 90, Yakima County
Kingston Water District	Oakland School District	Darlington County Fire District	Jordan Valley Water Conservancy District	Eastmont School District No. 206
Kootenai County Water District No. 1	Oakridge School District No. 76	Darlington County Water and Sewer Authority	Jordan Valley Water Conservancy District	Eatonville School District No. 404
Kootenai-Ponderay Sewer District	Ontario School District No. 8C	Darlington Housing Authority	Jordan Valley Water Conservancy District	Edmonds School District No. 15
Kootenai-Shoshone Soil and Water Conservation District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	Jordan Valley Water Conservancy District	Educational Service District No. 112
Kuna Library District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Jordan Valley Water Conservancy District	Ellensburg School District No. 401
Laclede Water District	Paisley School District No. 11	Duncan Chapel Fire District	Jordan Valley Water Conservancy District	Elma School District No. 58
Lakes Highway District	Parkrose School District No. 3	Easley Housing Authority	Jordan Valley Water Conservancy District	Endicott School District No. 308
Latah County Library District	Pendleton School District No. 16	Easley-Central Water District	Jordan Valley Water Conservancy District	Entiat School District No. 127
Latah Soil and Water Conservation District	Perrydale School District No. 21J	East Richland County Public Service District	Jordan Valley Water Conservancy District	Enumclaw School District No. 216
Lemhi Soil and Water Conservation District	Philomath School District No. 17J	Edgefield County Water and Sewer Authority	Jordan Valley Water Conservancy District	Ephrata School District No. 165
Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Florence Housing Authority	Jordan Valley Water Conservancy District	Everett School District No. 2
Lincoln County Recreation District	Pinehurst School District No. 11	Fort Mill Housing Authority	Jordan Valley Water Conservancy District	Evergreen School District No. 114, Clark County
Little Blacktail Ranch Water District	Pleasant Hill School District	Frapp Island Public Service District	Jordan Valley Water Conservancy District	Evergreen School District No. 205
Little Wood River Library District	Plush School District 18	Gaffney Housing Authority	Jordan Valley Water Conservancy District	Federal Way Public Schools
Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Gaston Rural Community Water District	Jordan Valley Water Conservancy District	Ferndale School District No. 502
Lost River Highway District	Port Orford-Langlois School District No. 1	Georgetown County Water and Sewer District	Jordan Valley Water Conservancy District	Fife School District No. 417
M&T Water and Sewer District	Powers School District No. 31	Georgetown Housing Authority	Jordan Valley Water Conservancy District	Finley School District
Mackay Free Library District	Prairie City School District No. 4	Gilbert-Summit Rural Water District	Jordan Valley Water Conservancy District	Franklin Pierce School District No. 402
Madison Library District	Prospect School District	Grand Strand Water and Sewer Authority	Jordan Valley Water Conservancy District	Freeman School District No. 358
		Greenville Arena District	Jordan Valley Water Conservancy District	Garfield School District No. 302

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
McCall Fire Protection District	Redmond School District No. 2j	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldendale School District
McCall Memorial Hospital District	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332
Mica Kidd Island Fire Protection District	Riverdale School District No. 51j	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District No. 103
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 137
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 24j	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Santiam Canyon School District No. 129j	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Moreland Water and Sewer District	Santiam Christian Schools	Kingsport Water and Sewer District	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 1j	Lady's Island-St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 48j	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchellium 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-Chesnee-Fingerville Water District	Wellville-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	<b>State</b>	Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marlboro County Housing Authority	Utah Department of Administrative Services	Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Health	Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority	Utah State Legislature	Kitititas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District	Utah State Treasurer	Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Milford Water and Sewer District		La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority	<b>Tribal</b>	La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District	Confederated Tribes of the Goshute Reservation	LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority	Kanosh Band of the Paiute Indian Tribe of Utah	Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority	Koosharem Band of the Paiute Indian Tribe	Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority	Northwestern Band of Shoshone Nation	Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23j	North Charleston Housing Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority	Paiute Indian Tribe of Goshute	Lakewood School District No. 306
Pioneer Irrigation District	Union School District No. 80j	North Charleston Water District	Skull Valley Band of Goshute Indians	Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District	Ute Indian Tribe	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. 116j	Richland-Lexington Airport District		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District		Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District	<b>Special District</b>	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Adair Rural Fire Protection District	Santee Water 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		Mukittoo 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. 225/179
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	<b>State</b>		Orchard Prairie School District No. 123
West Bonner Library District	Clackamas County Housing Authority	Santee-Lynches Regional Council of Governments		Orient School District No. 65
West Bonner Water and Sewer District	Clackamas County Soil and Water Conservation District	South Carolina Department of Health and Environmental Control		
	Clatskanie Park and Recreation District	South Carolina Department of Mental Health		

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	<b>Township</b>		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	<b>Tribal</b>		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
	<b>State</b>	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
	<b>Tribal</b>	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			Queets-Cleanwater 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
		Hazledell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasket School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toutle Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District



Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District			Washougal School District
		Juniper Flat Rural Fire Protection District			Washucna School District
		Keating Soil and Water Conservation District			Waterville School District No. 209
		Keizer Rural Fire Protection District			Wellpinit School District
		Keno Fire Protection District			Wenatchee School District No. 246
		Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			
		Lane Transit District			<b>Special District</b>
		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
		Mapleton 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
		Mid-County Cemetery Maintenance District			Bellingham Housing Authority
		Middle Fork Irrigation District			Bellingham Public Development Authority
		Miles Crossing Sanitary Sewer District			Benton County Diking District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 1
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 2
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 4
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 5
		Molalla River Improvement District			Benton County Fire Protection District No. 6
		Molalla Rural Fire Protection District No. 73			Benton County Mosquito Control District
		Monroe Rural Fire Protection District			Benton County Public Utility District No. 1
		Morrow County Health District			Benton Irrigation District
		Mountain View Hospital District			Benton-Franklin Health District
		Mt. Angel Fire District			Beverly Water District
		Multnomah County Drainage District No. 1			Birch Bay Water and Sewer District
		Multnomah County Rural Fire Protection District No. 10			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 14			Bremerton Housing Authority
		Nesika Beach-Ophir Water District			Buckhannon-Upshur County Airport Authority
		Neskowin Regional Sanitary Authority			Burbank Irrigation District No. 4
		Neskovin Regional Water District			Carnhope Irrigation District No 7
		Nestucca Rural Fire Protection District			Cascadia Conservation District
		Netarts Oceanside Sanitary District			Cedar River Water and Sewer District
		Netarts-Oceanside Rural Fire Protection District			Central Klickitat County Park and Recreation District
		North Bay Rural Protection Fire District			Central Pierce Fire and Rescue District No. 6
		North Bend City/Coos-Curry Housing Authority			Central Puget Sound Regional Transit Authority
		North Central Public Health District			Central Valley Ambulance Authority
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 1
		North County Recreation District			Chelan County Fire District No. 3
		North Gilliam Cemetery District			Chelan County Fire District No. 5
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 6
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 7
		North Powder Rural Fire Protection District			Chelan County Fire District No. 8
		North Sherman County Rural Fire Protection District			Chelan County Fire District No. 9
		North Unit Irrigation District			Chelan County Public Hospital District No. 1
		Northeast Oregon Housing Authority			Chelan County Public Utility District No. 1
		Northern Wasco County Park and Recreation District			Chelan County/Wenatchee Housing Authority
		Northern Wasco County People's Utility District			Chelan-Douglas Health District
		Northwest Oregon Housing Authority			Chinook Water District
		Nysa Road Assessment District No. 2			Chuckanut Community Forest Park District
		Nysa Rural Fire Protection District			Clallam Conservation District
		Oak Hill Sanitary District			Clallam County Fire District No. 2
		Oak Lodge Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Water District			Clallam County Fire District No. 6
		Oceanside Water District			Clallam County Fire Protection District No. 1
		Ochoco West Sanitary District			Clallam County Fire Protection District No. 3
		Odell Sanitary District			Clallam County Fire Protection District No. 4
		Ontario Library District			Clallam County Hospital District No. 1
		Oregon Fire Districts Association			Clallam County Housing Authority
		Oregon Infrastructure Finance Authority			Clallam County Parks and Recreation District No. 1
		Oregon Trail Library District			Clallam County Public Hospital District No. 2
		Oregon Water Wonderland Unit II Sanitary District			Clallam County Public Utility District No. 1
		Owyhee Irrigation District			Clark County Fire District No. 10
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 11
					Clark County Fire District No. 13

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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Valley Housing Authority			Grays Harbor Transportation Authority
		Western Lane Ambulance District			Greater Wenatchee Irrigation District
		Westport Wauna Rural Fire Protection District			Greater Wenatchee Regional Events Center Public Facilities District
		Westwood Hills Road District			Green Tank Irrigation District No. 11
		Ward Memorial Park District			Hartstene Pointe Water-Sewer District
		Wickiup Water District			Highland Water District
		Willamalane Park and Recreation District			Highlands Sewer District
		Williams Rural Fire Protection District			Highline Water District
		Willow Creek Park District			Historic Seattle Preservation and Development Authority
		Winchester Bay Sanitary District			Holmes Harbor Sewer District
		Winston-Dillard Fire District			Hunters Water District
		Winston-Dillard Water District			Hydro Irrigation District No. 9
		Woodburn Rural Fire Protection District			Ice Lake Irrigation District
		Yamhill County Housing Authority			Inchelium Water District
		Yamhill Fire Protection District			Irvin Water District No. 6
		Youngs River-Lewis and Clark Water District			Island County Fire District No. 3
		<b>State</b>			Island County Fire Protection District No. 1
		Oregon Department of Administrative Services			Island County Housing Authority
		Oregon Department of Revenue			Jefferson County Conservation District
		Oregon Health Licensing Agency			Jefferson County Fire District No. 5
		Oregon Higher Education Coordinating Commission			Jefferson County Fire Protection District No. 1
		Oregon Secretary of State			Jefferson County Fire Protection District No. 3
		Oregon State Board of Nursing			Jefferson County Public Utility District No. 1
		State of Oregon			Jefferson County Water District No. 3
		<b>Tribal</b>			Jefferson Transit Authority
		Burns Paiute Tribe			Juniper Beach Water District
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Kapowsin Water District
		Confederated Tribes of Grand Ronde Community			Kelso Housing Authority
		Confederated Tribes of Siletz Indians			Kennewick Housing Authority
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Irrigation District
		Confederated Tribes of the Warm Springs			Kennewick Public Facilities District
		Coquille Indian Tribe			Kennewick Public Hospital District
		Klamath Tribes			Kent Fire Department Regional Fire Authority
					Key Peninsula Metro Parks District
					King County Airport District No. 1
					King County Ferry District
					King County Fire Protection District No. 16
					King County Fire Protection District No. 2
					King County Fire Protection District No. 20
					King County Fire Protection District No. 25
					King County Fire Protection District No. 27
					King County Fire Protection District No. 28
					King County Fire Protection District No. 34
					King County Fire Protection District No. 37
					King County Fire Protection District No. 40
					King County Fire Protection District No. 43
					King County Fire Protection District No. 44
					King County Fire Protection District No. 45
					King County Fire Protection District No. 47
					King County Fire Protection District No. 50
					King County Flood Control District
					King County Hospital District No. 4
					King County Housing Authority
					King County Public Hospital District No. 1
					King County Public Hospital District No. 2
					King County Water District No. 1
					King County Water District No. 111
					King County Water District No. 117
					King County Water District No. 119
					King County Water District No. 125
					King County Water District No. 19
					King County Water District No. 20
					King County Water District No. 45
					King County Water District No. 49
					King County Water District No. 54
					King County Water District No. 90
					Kitsap Conservation District
					Kitsap County Consolidated Housing Authority
					Kitsap County Fire District No. 18
					Kitsap County Public Utility District No. 1
					Kitsap County Rural Library District
					Kitsap Public Health District
					Kittitas County Conservation District
					Kittitas County Fire District No. 2
					Kittitas County Fire Protection District No. 7
					Kittitas County Hospital District No. 2
					Kittitas County Housing Authority
					Kittitas County Public Utility District No. 1
					Kittitas County Water District No. 5
					Kittitas County Water District No. 6
					Kittitas County Water District No. 7
					Klickitat County Fire District No. 14
					Klickitat County Fire District No. 15
					Klickitat County Fire District No.1
					Klickitat County Fire Protection District No. 4
					Klickitat County Fire Protection District No. 5
					Klickitat County Port District No. 1
					Klickitat County Public Hospital District No. 1
					Klickitat County Public Hospital District No. 2
					Klickitat County Public Utility District No. 1
					Lacey Fire District 3
					Lake Chelan Reclamation District
					Lake Chelan Sewer District
					Lake Forest Park Water District

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

Pacific County Public Healthcare Services District No. 3  
 Pacific County Public Utility District No. 2  
 Pacific Hospital Preservation and Development Authority  
 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

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

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. 4  
 Yakima County Fire District No. 5  
 Yakima County Fire District No. 6  
 Yakima County Fire Protection District No. 12  
 Yakima County Fire Protection District No. 14  
 Yakima County Mosquito Control District  
 Yakima Housing Authority  
 Yakima Regional Clean Air Authority  
 Yakima Rural County Library District  
 Yakima-Tieton Irrigation District  
**State**  
 North Seattle Community College  
 Seattle Colleges  
 State Of Washington  
 Washington State Department of Enterprise Services  
 Washington State Department of Health  
 Washington State Department of Social and Health Services  
 Washington State Health Care Authority  
**Tribal**  
 Columbia River Inter-Tribal Fish Commission  
 Confederated Tribes of the Chehalis Reservation  
 Confederated Tribes of the Colville Reservation  
 Confederated Tribes of the Yakama Nation  
 Cowitz Indian Tribe  
 Hoh Indian Tribe  
 Jamestown S'Klallam Tribe  
 Kalispel Tribe of Indians  
 Lower Elwha Klallam Tribe  
 Lummi Indian Nation  
 Makah Tribe  
 Muckleshoot Indian Tribe  
 Nisqually Indian Tribe  
 Nooksack Indian Tribe  
 Port Gamble S'Klallam Tribe  
 Puyallup Tribe of Indians  
 Quileute Indian Tribe  
 Quinault Indian Nation  
 Samish Indian Nation  
 Sauk-Suiattle Indian Tribe  
 Skokomish Indian Tribe  
 Snoqualmie Indian Tribe  
 Spokane Tribe  
 Squaxin Island Tribe  
 Stillaguamish Tribe of Indians  
 Suquamish Tribe  
 Swinomish Indian Tribal Community  
 Tulalip Tribes  
 Upper Skagit Indian Tribe  
 Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

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



**City/Town**

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

**Special Districts**

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

**Public K-12**

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

**County**

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

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

**SOURCEWELL<sup>SM</sup> (Formerly NJPA) AWARDED VENDOR**  
**REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by Sourcewell<sup>SM</sup> (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: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/08/2019

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

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

<b>PRODUCER</b> Patterson & Associates Insurance Agency, Inc. P.O. Box 852037 Richardson TX 75085-2037		<b>CONTACT NAME:</b> Holly Levi <b>PHONE (A/C, No, Ext):</b> (972) 669-2431 <b>E-MAIL ADDRESS:</b> holly@plainsure.com <b>FAX (A/C, No):</b> (972) 783-0831																						
<b>INSURED</b> Pasco Brokerage Inc. PO Box 260399 Plano TX 75026-0399		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>EMCASCO Insurance Company</td> <td>21407</td> </tr> <tr> <td>INSURER B :</td> <td>Employers Mutual Casualty Company</td> <td>25135</td> </tr> <tr> <td>INSURER C :</td> <td>Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D :</td> <td>The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	EMCASCO Insurance Company	21407	INSURER B :	Employers Mutual Casualty Company	25135	INSURER C :	Texas Mutual Insurance Company	22945	INSURER D :	The Hanover Insurance Company	22292	INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A :	EMCASCO Insurance Company	21407																						
INSURER B :	Employers Mutual Casualty Company	25135																						
INSURER C :	Texas Mutual Insurance Company	22945																						
INSURER D :	The Hanover Insurance Company	22292																						
INSURER E :																								
INSURER F :																								


**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 REVISED Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D91199	08/10/2018	08/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			5E91199	08/10/2018	08/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5J91199	08/10/2018	08/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0002021804	10/09/2018	10/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			LHD D724215 00	10/15/2018	10/15/2019	Aggregate Limit 2,000,000 Each Claim Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Commercial Kitchen Equipment, with related Supplies & Services  
 Lancaster County is included under the General Liability policy blanket automatic additional insured endorsements which provide primary and noncontributory additional insured status for ongoing and completed operations only when there is a written contract that requires such status. Lancaster County is included under the Auto Liability policy blanket automatic additional insured endorsement which provides additional insured status only when there is a written contract that requires such status. The General Liability, Auto Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement which provide this feature only when there is a written contract that requires it. All Proprietor/Partner/Executive Officer/Member(s) are Excluded on the above Workers' Compensation policy.

<b>CERTIFICATE HOLDER</b> Lancaster County 555 So. 10th Street Lincoln NE 68508	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: 00028569

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Patterson & Associates Insurance Agency, Inc.		NAMED INSURED Pasco Brokerage Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

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

Umbrella policy follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**E.** All other terms and conditions of this policy remain unchanged.

Nitro Software, Inc.

100 Portable Document Lane

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY ELITE EXTENSION – TEXAS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

#### A. EXPECTED OR INTENDED INJURY

**Section I – Coverage A, Exclusion a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. NON-OWNED WATERCRAFT

**Section I – Coverage A, Exclusion g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

- (a) Less than 60 feet long; and  
(b) Not being used to carry person(s) or property for a charge;

#### C. EXTENDED PROPERTY DAMAGE COVERAGE

**Section I – Coverage A, Exclusions j.(3) and (4)** is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;  
(2) claims made or "suits" brought;  
(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### D. PROPERTY DAMAGE – ELEVATORS

**Section I – Coverage A.2. Exclusions** paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance.**

Nitro Software, Inc.  
100 Portable Document Lane

**E. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

**F. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

**G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**H. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

**I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

Nitro Software, Inc.

100 Portable Document Lane

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
  - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by any vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

Nitro Software, Inc.

100 Portable Document Lane

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land;

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

#### K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

**Section II – Who is an Insured, Paragraph 2.a. (1)** (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

#### L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

#### M. DAMAGE TO PREMISES RENTED TO YOU

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance, Paragraph 7.** is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions Paragraph 2.** is amended to add the following:

1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions Paragraph 6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Nitro Software, Inc.

100 Portable Document Lane

## COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

#### C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSURED

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss"** are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:



If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### N. AUTO LOAN OR LEASE COVERAGE

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### O. PERSONAL PROPERTY OF OTHERS

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### P. PERSONAL EFFECTS COVERAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### Q. EXTRA EXPENSE FOR STOLEN AUTO

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### R. RENTAL REIMBURSEMENT

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
    - a. Necessary and actual expenses incurred; or
    - b. \$75 per day, subject to a \$2,250 limit.
  5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
  7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### S. AIRBAG COVERAGE

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

#### U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

#### V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

#### W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

#### X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

#### **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## COMMERCIAL UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UMBRELLA LIABILITY AMENDMENT – FOLLOWING FORM

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This endorsement does not apply to liability arising out of the following unless coverage is provided by "underlying insurance". Coverage provided by this endorsement will not be broader than such "underlying insurance".

#### A. NEWLY ACQUIRED INTERESTS

In paragraph 1.c.(1) of SECTION II – WHO IS AN INSURED, 90th day is changed to 180th day.

#### B. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Paragraph 3. of SECTION IV – CONDITIONS is amended by the following provision:

1. The requirement in Condition 3.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual or a limited liability company;
  - b. A partner, if you are a partnership;
  - c. A manager, if you are a limited liability company;
  - d. An "executive officer" or insurance manager, if you are a corporation; or
  - e. A trustee, if you are a trust.
2. The requirement in Condition 3.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual or a limited liability company;
  - b. A partner, if you are a partnership;
  - c. A manager, if you are a limited liability company;

- d. An "executive officer" or insurance manager, if you are a corporation; or
- e. A trustee, if you are a trust.

#### C. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Paragraph 7. – REPRESENTATIONS OR FRAUD OF SECTION IV – CONDITIONS is replaced as follows:

#### 7. REPRESENTATIONS OR FRAUD

By accepting this policy, you agree:

- a. The statements in the Application are accurate and complete;
- b. The information in "underlying insurance" is accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.
- e. This policy may be voided in case of fraud or material misrepresentation by you.

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.  
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)  
This endorsement, effective on 10/9/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002021804 of Texas Mutual Insurance Company effective on 10/9/18

Issued to: Pasco Brokerage

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

10/9/18