



**National Joint Powers Alliance®**  
**REQUEST FOR PROPOSAL**  
for the procurement of  
**FLEET MANAGEMENT SERVICES**

**RFP Opening**

**JUNE 7, 2018**

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

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

**RFP #060618**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA 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 #060618 FLEET MANAGEMENT SERVICES. Details of this RFP are available beginning April 26, 2018. Details may be obtained by letter of request to James Voelker, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until June 6, 2018 at 4:30 p.m. Central Time at the above address and opened June 7, 2018 at 8:30 a.m. Central Time.

**RFP Timeline**

- |                                       |   |
|---------------------------------------|---|
| <b>April 26, 2018</b>                 | <b>Publication of RFP</b> 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.njpacoop.org/oregon-advertising">http://www.njpacoop.org/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 NJPA website, MERX, PublicPurchase.com, Biddingo, and Onvia. |
| <b>May 16, 2018<br/>10:00 a.m. CT</b> | <b>Pre-Proposal Conference</b> (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.   |
| <b>May 30, 2018</b>                   | <b>Deadline for RFP questions.</b>  |
| <b>June 6, 2018<br/>4:30 p.m. CT</b>  | <b>Deadline for Submission of Proposals.</b> Late responses will be returned unopened.  |
| <b>June 7, 2018<br/>8:30 a.m. CT</b>  | <b>Public Opening of Proposals.</b>   |

Direct questions regarding this RFP to: James Voelker at [james.voelker@njpacoop.org](mailto:james.voelker@njpacoop.org) or (218) 895-4191.

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## **1 DEFINITIONS**

### **A. CONTRACT**

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

### **B. PROPOSER**

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

### **C. SOURCED GOOD or OPEN MARKET ITEM**

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA 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** NJPA 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 NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** NJPA 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 NJPA**

**3.1** 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, NJPA 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 NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA'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** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA 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** NJPA 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 NJPA 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 <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

**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 NJPA member agencies.

**3.6.2** NJPA 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 NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA 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 NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA 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 NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA 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 NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA 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, NJPA may petition NJPA'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 NJPA and NJPA 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 NJPA and the NJPA Member agencies.

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

**3.13 Non-Manufacturer Awards:** NJPA 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 NJPA 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 NJPA, 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 NJPA and its Member agencies nationally within the scope of FLEET MANAGEMENT SERVICES. **Respondents must be able to provide on-road assets through leasing options.**

**3.17 Additional Scope Definitions:** In addition to FLEET MANAGEMENT SERVICES, this solicitation should be read to include, but not to be limited to:

**3.17.1** Fleet Management Services covering the acquisition (by lease or financing) of a wide range of on-road vehicle types spanning all weight classes and vehicle classifications including, but not limited to:

1. Conventional internal combustion vehicles;
2. Battery electric vehicles;
3. Plug-in hybrid vehicles;
4. EPA- (or CARB-) certified, OEM-approved (e.g. QVM, SVM) natural gas vehicles (dedicated or bi-fuel);
5. EPA- (or CARB-) certified, OEM-approved (e.g. QVM, SVM) propane autogas vehicles (dedicated or bi-fuel);
6. Flex fuel vehicles;
7. Other on-road vehicle assets;

**3.17.1.1** New vehicle service and preparation for the above vehicles (e.g. safety inspection, installation of all parts, fluid level and tire pressure service, charge EV battery if applicable, apply vehicle markings).

**3.17.1.2** The provision of preventative maintenance plans, maintenance and repairs in accordance with OEM recommendations, meeting allowable downtime standards.

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

**3.17.2.1** All related solutions must be complementary to a Proposer's offering of FLEET MANAGEMENT SERVICES and the activities described in Section 3.17.1 above. Examples may include, but are not limited to::

1. Short-term rental programs;
2. Upfitting of after-market products;
3. Fleet management information technologies: telematics, fleet monitoring, fuel management, fuel tank management and motorpool/fleet sharing software and systems;
4. Roadside assistance including towing, emergency charging, mechanical repair and other repairs necessary to return vehicles and equipment to safe operation;
5. Installation, operation and maintenance of dedicated charging and fueling stations;
6. Battery longevity monitoring and replacement plans

**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 NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA 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 the NJPA and NJPA 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 NJPA and NJPA 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 NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA 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 NJPA and its current or qualifying future NJPA 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 NJPA and its Members. NJPA 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 NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

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

**3.23.1 Scope of Equipment/Products/Services:** NJPA 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 NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA 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 NJPA and NJPA Members are possible. Examples could include:

**3.23.3.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA 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 NJPA and NJPA 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 NJPA 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 NJPA Members’ needs.

**3.23.4** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA 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 FLEET MANAGEMENT SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA 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 NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.25.1** NJPA 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 NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.26 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA 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 NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

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

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

**3.29 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA 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 FLEET MANAGEMENT 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 NJPA 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 NJPA 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 NJPA 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 NJPA 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 NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.35 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or

standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS-BASED SOLICITATION

**3.36** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA 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 NJPA and our member agencies within the defined scope of this RFP.

**3.37** While NJPA 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. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

## **3** INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

### A. INQUIRY PERIOD

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

### B. PRE-PROPOSAL CONFERENCE

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference 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 NJPA. 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 NJPA.

### 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 “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

**4.9** All proposals must be physically delivered to NJPA 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, NJPA’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 NJPA form and that the document is readable by NJPA.

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

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. NJPA 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 with the NJPA 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, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA 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 FLEET MANAGEMENT SERVICES to James Voelker at NJPA 202 12th Street NE, Staples, MN 56479 or to [RFP@njpacoop.org](mailto:RFP@njpacoop.org). You may also

call James Voelker at (218) 895-4191. NJPA 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. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

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

**4.17** If NJPA 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 NJPA that modify or interpret the RFP. All addenda issued by NJPA 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. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under “Current and Pending Solicitations”) and from the NJPA 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 NJPA 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 NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA 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 FLEET MANAGEMENT SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA 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 FLEET MANAGEMENT SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer’s names aloud and will determine whether each submission has met Level-1 responsiveness.

## I. NJPA’S RIGHTS RESERVED

**4.24** NJPA 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 NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA 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 NJPA, 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 NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA 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. NJPA 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** NJPA 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, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$20 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 NJPA.

**5.3** Regardless of the payment method selected by NJPA or an NJPA 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 NJPA 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 NJPA, 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 NJPA. 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 NJPA 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 NJPA 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 NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA 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 NJPA 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 NJPA 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** NJPA or NJPA 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 NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA 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 an NJPA 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 NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to [PandP@njpacoop.org](mailto:PandP@njpacoop.org).

**5.30** NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA 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 NJPA product and price change naming convention: (Vendor Name) (NJPA 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 NJPA 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:* NJPA 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 NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA 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. NJPA 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, NJPA 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 NJPA 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 NJPA or NJPA Member. NJPA and NJPA 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 NJPA or the NJPA Member.

**5.53** NJPA 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 NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA 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 NJPA 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** NJPA 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 NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The NJPA Board of Directors 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, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA 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** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA 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. NJPA 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 NJPA 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 NJPA Members.

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

**6.13** NJPA 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 NJPA will return such products after the evaluation process. NJPA 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** NJPA reserves the right to reject any or all proposals.

#### **E. COST COMPARISON**

**6.16** NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA 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. NJPA will select the “Market Basket” from all appropriate product categories as determined by NJPA.

## 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 NJPA 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. NJPA 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** NJPA 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 NJPA 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 NJPA encourages related services to be a part of Proposers’ response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA 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 NJPA contract to current and potential Members nationwide. NJPA 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 NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA 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 NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA 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 an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-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 NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**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 NJPA 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 NJPA 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 NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA 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 NJPA.

## 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 NJPA 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, NJPA 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. NJPA 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. NJPA 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 NJPA 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** NJPA 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 NJPA’s Members.

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

**I. ADMINISTRATIVE FEES**

**6.29** Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA 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 NJPA Members under this Contract, including anything represented to NJPA 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 NJPA 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 NJPA’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 administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. While NJPA 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. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

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

**6.29.6** Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is \$600.00 per purchase order. The fee is to be levied on and paid by the Member.

**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 NJPA’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 NJPA 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 NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA 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 NJPA 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** NJPA 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 NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA 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 NJPA, NJPA 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 NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA 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 NJPA 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 NJPA Member and Vendor. NJPA, 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. NJPA 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, NJPA 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 NJPA'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. NJPA MEMBER SIGN-UP PROCEDURE

**7.7** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA 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 NJPA 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** NJPA 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 NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA 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 NJPA or its agents in order to ensure compliance with this Contract.

## E. HUB PARTNER

**7.10 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA 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:** NJPA 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 [NJPA Member name]."

## F. TRADE-INS

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

## G. OUT OF STOCK NOTIFICATION

**7.13** The Vendor must immediately notify NJPA 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** NJPA 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, the NJPA 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** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA 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 NJPA 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 NJPA 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 NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA'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** NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

**7.17** NJPA 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** NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA 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 NJPA. Such terminations are effective upon written notice from NJPA 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 NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

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

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA'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 NJPA Member must make its own determination whether NJPA'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 NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA 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. NJPA'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 NJPA 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 NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA 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 the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**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. NJPA 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** NJPA 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 NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA 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 NJPA'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 NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA 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 NJPA, its agents, and employees, from any judgments or damages awarded against NJPA 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 NJPA 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 NJPA Board of Directors 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 NJPA and NJPA 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 NJPA and NJPA 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 NJPA or an NJPA 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 NJPA 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 NJPA'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 NJPA 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 NJPA 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 an NJPA 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 NJPA or NJPA 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 NJPA or NJPA 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 NJPA 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 NJPA or NJPA 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

NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA 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. NJPA 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.

National Joint Powers Alliance 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.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance 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 National Joint Powers Alliance 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 National Joint Powers Alliance 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 National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

**9** **FORMS**

**[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 NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

*Please answer the questions below using the Microsoft Word® version of this document.* This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA 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 FLEET MANAGEMENT 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 NJPA 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 NJPA 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 NJPA 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 NJPA 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 NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-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 NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.
- 33) NJPA 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 NJPA or included in the final contract. NJPA 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	NJPA ACCEPTS

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

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

**Contract Award  
RFP #060618**

**FORM D**



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

FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT 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)





**Contract Acceptance and Award**

**(To be completed only by NJPA)**

NJPA **#060618** | \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_\_ and continue until- \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ NJPA Contract Number **#060618** |

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ NJPA Contract Number **#060618** |

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ NJPA Contract Number **#060618** |

**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 NJPA 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 NJPA, or any person, firm, or corporation under contract with NJPA, 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 NJPA 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 NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA 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 NJPA 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 NJPA for reasonable measures that NJPA 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: \_\_\_\_\_



**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject FLEET MANAGEMENT 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 NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA 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 NJPA 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 NJPA discounted price) on all of the items that you want NJPA 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.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

Pricing Grid			
	Type	Charged / Percentage	Details
<b>Acquisition</b>			
Interest Rate Index Used			
Basis Points(adder)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
<b>% Incentives Passed to Customer</b>			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
<b>Maintenance</b>			
Fixed Maintenance			
Occurance Maintenance			
<b>Fees</b>			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

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 NJPA 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 NJPA. This process includes ensuring that NJPA 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 NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 your available vehicle maintenance program(s).
- 20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.
- 21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.
- 22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

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



**10 PRE-SUBMISSION CHECKLIST**

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	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 NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



# 11 NJPA 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 NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.]

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA 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 NJPA product/price change naming convention: (Vendor Name) (NJPA 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:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

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

Refer to the RFP for complete "Pricing" details.

## **Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

\_\_\_\_\_

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

NJPA CONTRACT NUMBER:

\_\_\_\_\_

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

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

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

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

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

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





## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA 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](#)



Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	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 Inns	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 Duwall
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of 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 Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mount Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heggnor	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	City of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Newport	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Nodus	City of Madras	Town of Edgfield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Ellore	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 Napsawine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Pottlatch	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 Wallington	City of Ocean Shores
	City of Reuburg	City of Mt. Vernon	Town of Harleyville	City of Walsleyville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	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

Idaho	Oregon	South Carolina	Utah	Washington
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 Altamont	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 Amalgam	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 Riverville
City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
City of Wilder	City of Sandy	Town of McCall	Town of Daniel	City of Sedro-Woolley
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
<b>Higher Education</b>	City of Scio	Town of Meggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	Town of Moncks Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elinore	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 Silverton	Town of North	Town of Genola	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
<b>Education (K-12)</b>	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sumner
Bear Lake County School District No. 33	City of Starbuck	Town of Pawleys Island	Town of Sunnyville	City of Sunnyside
Bear Lake School District No. 33	City of Stayton	Town of Pelton	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinckley	City of Tekoa
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Tieton
Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Toledo
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
Brunau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarrville	City of Tukwila
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Tumwater
Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of Union Gap
Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koosharem	City of University Place
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vader
Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Waitsburg
Castlefjord Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Walla Walla
Challis Joint School District No. 181	City of Umatilla	Town of Sallee	Town of Mantua	City of Wapato
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysle	City of Warden
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Washougal
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of Wenatchee
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of West Richland
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of Westport
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of White Salmon
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Winlock
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodinville
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paradise	City of Woodland
Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Portage Utah	City of Yakima/Yakima County
Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Randolph	City of Yelm
Garden Valley School District	City of Weston	Town of St. George	Town of Redmond	City of Zillah
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Consolidated Borough of Quil Ceda Village
Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rocky Ridge	Grays Harbor Council of Governments
Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Rush Valley	Town of Almira
Grace Joint School District No. 148	City of Winston	Town of Summerton	Town of Scipio	Town of Beaux Arts Village
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Seefeld	Town of Bucoda
Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Sigurd	Town of Carbonado
Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Springdale	Town of Cathlamet
Homedale School District No. 370	City of Yamhill	Town of Swansea	Town of Stockton	Town of Clyde Hill
Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmonsville	Town of Toquerville	Town of Colton
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Torrey	Town of Conconully
Independent School District of Boise City	Town of Butte Falls	Town of Turbeville	Town of Trenton	Town of Concrete
Jefferson County School District No. 251	Jefferson Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee City
Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Ulinth	Town of Coulee Dam
Joint School District No. 2	Town of Lexington	Town of Wagoner	Town of Vernon	Town of Coupeville
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 Whitnire	Utah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	<b>Higher Education</b>	Town of Endicott

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	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
	Lawpal School District No. 341	Klamath Community College District	Town of Yemassee	Dieke Applied Technology College	Town of Friday Harbor
	Lewisville 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	Aiken Technical College	Mountainland Applied Technology College	Town of Hamilton
	Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	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. 483	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 Metairie
	Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Big 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 Nespelem
	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. 131	Aksea School District No. 7J	Trident Technical College	Emery County School District	Town of Reardan
	Plummer-Worley Joint School District No. 44	Amity School District 4J	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
	Pocatello-Chubbuck School District No. 25	Annex School District 29	University of South Carolina, Aiken	Garfield 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	Arocl 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. 282	Athens-Weston School District No. 29RJ	Abbeville County School District	Kane County School District	Town of Spangle
	Salmon River Joint School District No. 243	Baker School District No. 5J	Aiken County Public Schools	Legon 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 Tieton
	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	Anderson School District No. 3	Nebo School District	Town of Washtucna
	South Lemhi School District No. 292	Blachly School District 90	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
	St. Maries Joint School District No. 41	Brookings-Harbor School District	Anderson School District No. 5	North Sanpete School District	Town of Waverly
	Sugar-Salem Joint School District No. 322	Canas Valley School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
	Swan Valley Elementary School District No. 33	Canby School District No. 86	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
	Swan Valley School District No. 92	Cascade School District No. 5	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
	Teton County School District No. 401	Centennial School District No. 28J	Beaufort County School District	Piute County School District	Town of Winthrop
	Three Creek Joint School District No. 416	Central Curry School District No. 1	Berkeley County School District	Provo City School District	Town of Woodway
	Troy School District No. 287	Central Linn School District	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
	Twin Falls School District No. 411	Central Point School District No. 6	Calhoun County School District	Rich School District	Town of Yarrow Point
	Valley School District No. 262	Central School District No. 13J	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	<b>Higher Education</b>
	Vallivue School District No. 139	Clackamas Education Service District	Chester County School District	Bates Technical College	Town of Buhl
	Vision Charter School District # 463	Clatskanie School District No. 6J	Chester County School District	Bellevue Community College	
	Wallace School District No. 393	Clatskanie School District No. 6J	Chesterfield County School District	Bellingham Technical College	
	Weiser School District No. 431	Clarendon County School District No. 53	Clarendon County School District No. 1	Big Bend Community College	
	Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	Cascadia Community College	
	West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Central Washington University	
	West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Centralia College	
	West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Clark College	
	Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Clover Park Technical College	
	Wildier School District No. 153	Corvallis School District No. 509J	Cherokee County School District	Columbia Basin Community College	
	<b>Special District</b>	Cove School District No. 15	Chester County School District	Community Colleges of Spokane	
	Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 1	Eastern Washington University	
	Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 2	Edmonds Community College	
	Adams County Recreation District	Crook County School District	Dillon County School District No. 3	Everett Community College	
	Ahsahka Water and Sewer District	Crow-Applegate-Lorane School District No. 66	Dillon County School District No. 4	Evergreen State College	
	Albion Highway District	Culver School District No. 4	Diocese Of Charleston Schools	Grays Harbor College	
	Alpine Meadows Water and Sewer District	Dallas School District No. 2	Dorchester School District No. 2	Green River Community College	
	American Falls Free Library District	Dallas School District No. 2	Dorchester School District No. 4	Highline Community College	
	American Falls Housing Authority	David Douglas School District No. 40	Edgelyde School District	Lake Washington Institute of Technology	
	Atlanta Highway District	Dayton School District No. 8	Fairfield County School District	Lower Columbia College	
	Avery Water and Sewer District	Dayville School District No. 16J	Florence County School District No. 1	Northwest Indian College	
	Avondale Irrigation District	Douglas County School District	Florence County School District No. 2	Olympic College	
	Bayview Water and Sewer District	Douglas County School District No. 4	Florence County School District No. 3	Peninsula College	
	Bear Lake County Library District	Douglas Education Service District	Florence County School District No. 4	Pierce College	
	Bench Sewer District	Dufur School District No. 29	Florence County School District No. 5	Renton Technical College	
	Benevise County Free Library District	Eagle Point School District No. 9	Ft. Mill School District No. 4	Seattle Community Colleges District VI	
	Big Canyon Fire District	Echo School District No. 5	Georgetown County School District	Shoreline Community College	
	Blaine County Housing Authority	Elgin School District	Greenville County School District	Skagit Valley College	
	Blaine County Recreation District	Elkton School District No. 34	Greenwood School District No. 50	South Puget Sound Community College	
	Bliss Fire District	Enterprise School District No. 21	Greenwood School District No. 52	Tacoma Community College	
	Boise Basin Library District	Estacada School District No. 108	Hampton County School District No. 2	University of Washington	
	Boise City/Ada County Housing Authority	Eugene School District No. 4J	Hampton School District No. 1	Walla Walla Community College	
	Boise-Kung Irrigation District	Falls City School District	Horry County Schools	Washington State Board for Community and Technical Colleges	
	Bonneville County Fire District No. 1	Fern Ridge School District No. 28J	Jasper County School District	Washington State Higher Education Facilities Authority	
	Bunau Valley District Library	Forest Grove School District	John De la Howe School District	Washington State Student Achievement Council	
	Bunau Water and Sewer District	Fossil School District 21J	Kershaw County School District	Washington State University	
	Buhl Highway District	Gaston School District 511J	Lancaster County School District	Washington State University, Vancouver	
	Buhl Rural Fire Protection District	Gervais School District	Laurens County School District No. 55	Wenatchee Valley College	
	Burley Highway District	Gladstone School District	Laurens County School District No. 56	Western Washington University	
	Caldwell Housing Authority	Glendale School District No. 77	Lee County School District	Whitcom Community College	
	Canyon Highway District No. 4	Glide School District	Legacy Charter Schools	Yakima Valley Community College	
		Grant County Education Service District	Lexington County School District No. 1		



Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	<b>Education (K-12)</b>
	Castelford 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 B1	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 No. 11	Lexington-Richland Counties School District No. 5	Grand County Housing Authority	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 Education Service District	Marion County School District No. 7	Emery County Housing Authority	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	Ocoee 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	Belleveuve Christian School District
	Clearwater Water District	Hillsboro School District No. 11	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Belleveuve School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Water Conservancy District	Bellingham School District No. 501
	Cottonwood Highway District	Huntington School District No. 161	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistfort School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Joab Special Service Fire District	Bridgeport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Jordan Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbondale Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Fenn Highway District	La Grande County School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Milford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 71	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	<b>Special District</b>	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Atken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	MT. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. 1250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Honea Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Greater Boise Water and Sewer District	Milwaukie School District No. 7	Berkeley County Water and Sanitation Authority	Duchaine County Water Conservancy District	Columbia School District No. 205
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Molalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Boiling Springs Fire District, Greenville County	Oouray Park Water Improvement District	Colville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Cougville School District No. 204
	Homedale Highway District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No-50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Dieke School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Nyssa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai County Irrigation District	Oregon City School District No. 62	Davis County Water and Sewer Authority	Southern Valley Sewer Authority	Edwards Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation Distr	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Eliensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Water Authority	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evaline School District No. 36
	Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Elmore Housing Authority	Timpanogas Water Improvement District	Everett School District No. 2
	Lewisston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District	Fripp Island Public Service District	Timpanogas Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferdale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	File School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	Mackay Free Library District	Prairie City School District No. 13	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District No. 4	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302
	Marsing Rural Fire District	Rainier School District No. 14	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	Reedsport School District No. 105	Greenville Water Development Authority	Uintah Recreation District	Grand Coulee Dam School District
	Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenwood 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

Idaho	Oregon	South Carolina	Utah	Washington
Mica Kidd Island Fire Protection District	Riverdale School District No. 51J	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 24J	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffith 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	Kingsree Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 11	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	Inchelium 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	Levington 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	Wellsville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 97J	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 45J3	Logoff-Egin 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	State Of Utah	Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Administrative Services	Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority	Utah Department of Health	Kittitas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District	Utah State Legislature	Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Mitford Water and Sewer District	Utah State Treasurer	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	Koosharem Band of the Paiute Indian Tribe	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. 197
Parma Rural Fire Protection District	Three Rivers School District	Newberry Housing Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 23J	Newberry Housing Authority	Paiute Indian Tribe of Utah	Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority	Skull Valley Band of Goshute Indians	Lakewood School District No. 306
Pioneer Irrigation District	Ukiah School District 80 R	North Charleston Sewer District	Ute Indian Tribe	Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 47J	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No. 406
Prairie Highway District	West Linn-Wilsonville 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	Powdersville Water District		Mansfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lexington Airport District		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District	<b>Special District</b>	Sandy Springs Water District		McClary School District No. 65
Rockliffe Rural Fire District	Adair Rural Fire Protection District	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Amity Fire District	Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District	Applegate Valley Fire District No. 9	Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District	Arch Cape Sanitary District	Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District	Arch Cape Water District	South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District	Arnold Irrigation District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District	Aumville Rural Fire District	South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District	Baker County Library District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District	Baker Rural Fire Protection District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firch Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
Shoshone City & Rural Fire District	Bandon Rural Fire Protection District	South Carolina State Housing and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2	Barlow Water Improvement District	South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2	Bay Area Hospital District	South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District	Bend Parks and Recreation District	South Island Public Service District		Mukiteo School District No. 6
South Bingham Soil Conservation District	Beverly Beach Water District	Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District	Black Butte Ranch Rural Fire Protection District	Spartanburg Housing Authority		Napavine School District No. 14
South Custer Fire District	Blue Mountain Hospital District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District	Blue River Water District	St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Latah Highway District	Boardman Park and Recreation District	St. John's Fire District		Newport School District No. 56-415
Southside Water and Sewer District	Boardman Rural Fire Protection District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority	Boring Water District No. 24	Starr-Jackson-Wellford-Duncan Water District		Nooksaak Valley School District No. 506
St. Maries Fire Protection District	Boulder Creek Retreat Special Road District	Sumter Housing Authority		North Beach School District No. 64
Star Joint Fire District	Brownsville Rural Fire District	Talatha Rural Community Water District		North Franklin School District No. 51
Star Sewer and Water District	Buell-Red Prairie Water District	Taylor's Fire and Sewer District		North Kitsap School District No. 400
Sun Valley Water and Sewer District	Bunker Hill Sanitary District	Three Rivers Solid Waste Authority		North Mason School District
Sunier Heights Water District	Burlington Water District	Tigerville Fire District		North Thurston Public Schools
Targhee Regional Public Transit Authority	Camellia Park Sanitary District	Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transportation Authority	Canon Beach Rural Fire Protection District	Union Housing Authority		Northshore School District No. 417
Teton County Fire Protection District	Central Lincoln People's Utility District	Valley Public Service Authority		Oak Harbor School District No. 201
Three Creek Highway District	Central Oregon Irrigation District	Waccamaw Regional Transportation Authority		Oakesdale School District No. 324
Three Mile Water District	Central Oregon Park and Recreation District	Wedgefield Stateburg Water District		Oakville School District No. 400
Timberlake Fire Protection District	Central Oregon Regional Housing Authority	West Anderson Water District		Ocean Beach School District No. 101
Twin Falls Highway District	Charleston Fire District	Westview-Fairforest Fire District		Ocoosa School District No. 172
Twin Falls Housing Authority	Charleston Sanitary District	Whitney Fire Protection District		Odesch School District No. 105
Twin Falls Rural Fire Protection District	Chehalis Park and Recreation District	Williamsburg County Transit Authority		Okanagan School District No. 105
Twin Ridge Rural Fire District	Chenoweth Water Public Utility District	Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Union Independent Highway District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff Housing Authority		Olympic Educational Service District
Upper Fords Creek Rural Fire District	Christmas Valley Domestic Water Supply District	Woodruff-Roebuck Water District		Omak School District No. 19
Warm Lake Recreational Water District	Christmas Valley Park and Recreation District	York County Natural Gas Authority		Onalaska School District No. 300
Wendell Highway District	Clackamas County Fire District No. 1			Onion Creek School District No. 30
West Boise Sewer District	Clackamas County Housing Authority	<b>State</b>		Orcas Island School District No. 137
West Bonner Library District	Clackamas County Soil and Water Conservation District	Santee-Lynches Regional Council of Governments		Orchard Prairie School District No. 123
West Bonner Water and Sewer District	Clatskanie Park and Recreation District	South Carolina Department of Health and Environmental Control		Orient School District No. 65
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

Idaho	Oregon	South Carolina	Utah	Washington
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			Pomeroy School District No. 110
Idaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
<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-Clearwater School District No. 20
	Crooked River Ranch Special Road District			Quilcene School District No. 48
	Curry Health District			Quillayute Valley School District No. 402
	Curry Public Library District			Quincy School District No. 144
	Dallas Cemetery District No. 4			Rainier School District No. 307
	Dean Minard Water District			Raymond School District No. 116
	Dee Rural Fire Protection District			Reardan-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-Vinemagle 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
	Gleneden 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			Stellacoom 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			Tonascket School District
	Hermiston Fire and Emergency Services District			Toppensish 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
	Junction City Rural Fire Protection District			Washougal School District
	Juniper Flat Rural Fire Protection District			Washtucna School District
	Keating Soil and Water Conservation District			Waterville School District No. 209
	Keizer Rural Fire Protection District			Wellpinit School District
	Keno Fire Protection District			Wenatchee School District No. 246
	Kernville-Gleneden Beach-Lincoln Beach Water District			West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		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			<b>Special District</b>
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Maiheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		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
		Neskowin Regional Water District			Carnage 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/Coo's-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
		Nyssa Road Assessment District No. 2			Chuckanut Community Forest Park District
		Nyssa 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
		Pacific Communities Health District			Clark County Fire District No. 13
		Palatine Hill Water District			Clark County Fire District No. 5
		Peninsula Drainage District No. 1			Clark County Fire Protection District No. 3
		Peninsula Drainage District No. 2			Clark County Fire Protection District No. 6
		Pilot Rock Fire Protection District			Clark County Public Utility District No. 1
		Pine Grove Rural Fire Protection District			Clark Regional Wastewater District
		Pleasant Hill Rural Fire Protection District			Cline Irrigation District

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

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District <b>State</b> Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon <b>Tribal</b> Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Incheellum Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapaowin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District 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  
 Quileute 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 Author  
 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 10  
 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 Fire District No. 8  
 Whatcom County Public Utility District No. 1  
 Whatcom County Water District No. 12  
 Whatcom County Water District No. 13  
 Whatcom County Water District No. 2  
 Whatcom County Water District No. 7  
 Whatcom Transportation Authority  
 Whidbey Island Public Hospital District  
 Whitestone Reclamation District  
 Whitman County Fire District No. 11  
 Whitman County Fire Protection District No. 12  
 Whitman County Fire Protection District No. 14  
 Whitman County Fire Protection District No. 7  
 Whitman County Public Hospital District No. 3  
 Whitman County Rural Library District  
 Whitworth Water District No. 2  
 Willapa Valley Water District  
 William Shore Memorial Pool District  
 Williams Lake Sewer District No. 2  
 Wine Science Center Development Authority  
 Wollochet Harbor Sewer District  
 Woodinville Water District  
 Yakima County Fire District No. 1  
 Yakima County Fire District No. 3  
 Yakima County Fire District No. 4  
 Yakima County Fire District No. 5  
 Yakima County Fire District No. 6  
 Yakima County Fire Protection District No. 12  
 Yakima County Fire Protection District No. 14  
 Yakima County Mosquito Control District  
 Yakima Housing Authority  
 Yakima Regional Clean Air Authority  
 Yakima Rural County Library District  
 Yakima-Tieton Irrigation District

**State**

North Seattle Community College  
 Seattle Colleges  
 State Of Washington  
 Washington State Department of Enterprise Services  
 Washington State Department of Health  
 Washington State Department of Social and Health Services  
 Washington State Health Care Authority

**Tribal**

Columbia River Inter-Tribal Fish Commission  
 Confederated Tribes of the Chehalis Reservation  
 Confederated Tribes of the Colville Reservation  
 Confederated Tribes of the Yakama Nation  
 Cowlitz Indian Tribe  
 Hoh Indian Tribe  
 Jamestown S'Klallam Tribe  
 Kalispel Tribe of Indians  
 Lower Elwha Klallam Tribe  
 Lummi Indian Nation  
 Makah Tribe  
 Muckleshoot Indian Tribe  
 Nisqually Indian Tribe  
 Nooksack Indian Tribe  
 Port Gamble S'Klallam Tribe  
 Puyallup Tribe of Indians  
 Quileute Indian Tribe  
 Quinalt 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



**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**

**NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR  
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by National Joint Powers Alliance (NJPA) or NJPA 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 NJPA Member purchases using FEMA grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA 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. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

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

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(A) Pursuant to 44 CFR 13.36(i)(1), NJPA 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.

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Vendor Agrees (YES or NO) Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), NJPA 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.

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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 NJPA:

- 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).

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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.

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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 NJPA, 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 NJPA Member and be disposed of in accordance with their policy. NJPA and NJPA members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

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Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

a. During the term of an award for this contract by NJPA, 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.

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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 NJPA or NJPA Members deems necessary, Vendor shall permit NJPA or NJPA Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

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Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA 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 NJPA 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: \_\_\_\_\_