

ORDINANCE NO.: 15-

INTRODUCED BY: COUNCIL MEMBER (s)

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lowest and best bid for the respective items or services and met the bid or proposal specifications issued by the County; and

**WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest of the County to award the bids and proposals to Cummings, McGowan, & West, Inc., Luby Equipment Services, Erb Equipment Co., Hertz Equipment Rental Corporation, Blueline Rental, and WM. Nobbe & Co. for a term from one (1) year upon award upon approval by the County Council and County Executive for the total amount up to **\$30,000.00** subject to budgetary limitations.

**BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS FOLLOWS:**

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to the lowest and best vendor bidding for each respective item or service as follows:

BID NAME

Equipment Rental Services 2015

TERM

One (1) year upon award

Upon approval by the County Council and County Executive

AMOUNT

Up to **\$30,000.00**

subject to budgetary limitations

1                                    AWARDED BIDDER

2                                    Cummings, McGowan, & West, Inc.(A1)

3                                    Luby Equipment Services(A2)

4                                    Erb Equipment Co. (A3)

5                                    Hertz Equipment Rental Corporation (A4)

6                                    Blueline Rental (A5)

7                                    WM. Nobbe & Co. (A6)

8            Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
9     County Executive to execute the agreement incorporated by Reference as Exhibit "A1  
10    through A6" and any agreements or contracts necessary to effectuate the award of the  
11    bids and proposals set forth in this Ordinance. The County Executive is further  
12    authorized to take any and all actions necessary to carry out the intent of this Ordinance.  
13    An unexecuted copy of the Agreement is attached hereto as Exhibit "A1 through A6" and  
14    incorporated herein, by reference.

15           Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
16    thereto, and any contracts or agreements shall be maintained by the Department of the  
17    County Clerk consistent with the rules and procedures for the maintenance and retention  
18    of records as promulgated by the Secretary of State.

19           Section 4.     This Ordinance shall be in full force and effect from and after its  
20    date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
21    shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, James Terry	<u>Abstain</u>

THE ABOVE BILL ON THIS 14<sup>th</sup> DAY OF September, 2015:

✓ PASSED             FAILED

  
\_\_\_\_\_  
Renee Reuter, County Council Chair

  
\_\_\_\_\_  
Pat Schlette, Council Administrative Assistant



THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY  
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,  
MISSOURI, THIS 15<sup>TH</sup> DAY OF SEPTEMBER, 2015.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN  
OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2015.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

**ATTEST:**

Wes Wagner

Wes Wagner, County Clerk

BY: Katharine E. Miskey

Reading Date: 09-14-2015



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
WWW.JEFFCOMO.ORG

EXHIBIT

A 1

**Invitation for Bid: EQUIPMENT RENTAL SERVICES 2015      Date Issued: 07-21-2015**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 18, 2015 AT 2:00 P.M. LOCAL TIME.**

**Specification**

**Contact:**

**KURT W. WENGERT**  
Department of Public Works  
636-797-5427  
kwengert@jeffcomo.org

**Contract**

**Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**SAMPLE ENVELOPE**

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

**DEPARTMENT OF THE COUNTY CLERK**

**JEFFERSON COUNTY MISSOURI**

**729 MAPLE ST / PO BOX 100**

**HILLSBORO MO 63050-0100**

*SEALED BID: (BID NAME)*

**Contract Term:**

**UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE**

**Vendor**

**Information:**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Cummings, McGowan & West,	Doug Cornett
Company Name	Inc.      Authorized Agent (Print)
8668 Olive Blvd.	
Address	Signature
St. Louis, MO 63132	Sales Coordinator
City/State/Zip Code	Title
314-993-1336	7/24/15      43-0711594
Telephone #	Date      Tax ID #
info@cmw-equip.com	314-993-1467
E-mail	Fax #

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### **\*REQUIRED DOCUMENTS\***

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>  
Or
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)
4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

**1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: \_\_\_\_\_"

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

**1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

**1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initiated
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

**1.6 LATE BIDS:**

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

**1.7 BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully set out therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully set out herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

**1.14 BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

**1.15 BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

**2.0 BID RESPONSE AND CONTRACT**

**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

**2.2 TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

**2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

**2.4 PRICE:**

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

**2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

**2.6 NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**2.7 DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**2.9 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.10 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.11 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.12 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.13 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- D-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.



**2.20 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.21 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.22 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.23 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: [ ] Individual: [ ] Partnership: [☒] Corporation.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of Missouri.

**2.25 LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

## AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Doug Cornett (Name of Business Entity Authorized Representative) as  
Sales Coordinator (Position/Title) first being duly sworn on my oath, affirm

Cummings, McGowan & West, Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Equipment Rental Services 2015 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Cummings, McGowan & West, Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Equipment Rental Services 2015 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

  
\_\_\_\_\_  
Authorized Representative's Signature

Doug Cornett  
\_\_\_\_\_  
Printed Name

Sales Coordinator  
\_\_\_\_\_  
Title

7/24/15  
\_\_\_\_\_  
Date

Subscribed and sworn to before me this 24 of July 2015. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of ST LOUIS, State of  
(NAME OF COUNTY)

MO and my commission expires on \_\_\_\_\_  
(NAME OF STATE)

SANDRA K. DOHERTY  
NOTARY PUBLIC State of MISSOURI  
COUNTY OF ST. LOUIS  
COMMISSION EXPIRES 4-17-2016  
(DATE) #12414807

Sandra K Doherty  
\_\_\_\_\_  
Signature of Notary

7-24-15  
\_\_\_\_\_  
Date

**AFFIDAVIT OF WORK AUTHORIZATION**

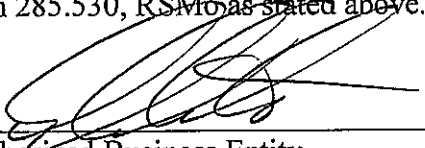
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Cummings, McGowan & West, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Doug Cornett

Authorized Business Entity  
Representative's Name  
(Please Print)

  
\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

Cummings, McGowan & West, Inc.  
Business Entity Name

7/24/15  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

## **SPECIFICATIONS FOR RENTAL SERVICES**

The County of Jefferson is accepting Rental Rate Sheets for numerous Rental Services (without operator). Pricing is for supplying equipment (without operator) for County use. The County will pick up equipment at supplier, but may on occasion require delivery to the County's place of business. Supplier should price available equipment. Rates should be given for daily, weekly and monthly rental. Size of equipment to be determined on an individual project basis. Some examples will be provided below.

Contract shall be based on net price resulting from percentage discount from specified price lists. Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease. The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

Current price lists shall be provided to the County with the bidding documents. Do not use chain discounts; show one discount only.

Bidder must supply the County with a toll free telephone number for placing orders.

Vendor shall ensure equipment will be available within (5) five days from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

Rental equipment includes but is not limited to:

RUBBER TIRE BACKHOE with 1500-2000 lb. Breaker Hammer  
TRACK HOE with 2500-5000 lb. Breaker Hammer  
AIR COMPRESSORS AND AIR TOOLS  
GENERATORS  
BOBCATS (SKID STEERS) AND ATTACHMENTS  
COMPACTION EQUIPMENT  
EXCAVATION EQUIPMENT  
LIFTING/HOISTING EQUIPMENT  
MIXERS  
PUMPS  
PUMPERS  
SAWS  
BROOMS  
HYDRO FLUSHER/VACUUM TRUCK  
HYDRO FLUSHER TRUCK  
MILLING MACHINE  
TRACTOR WITH MOWER (SIDE MOUNT BRUSH HOG OR BOOM ATTACHMENT)

**Please list any other rental equipment not specified above.**

### TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance. All equipment will be rented as needed.

### CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

#### RATE SHEET PRICE

#### PRICING OFFERED

#### DISCOUNT

Available Equipment  
Picked up at your yard:

\_\_\_\_\_

\_\_\_\_\_

Delivery Charge to  
5275 State Highway B, Hillsboro:

\_\_\_\_\_

\_\_\_\_\_

**RATE SHEET PRICES WILL REMAIN IN EFFECT UNTIL August 1, 2016. New rate sheets will be furnished for prices after August 1, 2016.**

If you cannot hold your price for one year, you will guarantee this price to remain in effect until:

\_\_\_\_\_  
(DATE YOUR PRICES EXPIRE)

In emergency, can we call you after regular hours? YES X NO \_\_\_\_\_

If yes, name party to call: Don Harris

Telephone number: 314-402-3601

# CMW RENTAL RATES

St. Louis  
1-800-283-1336

## COMPACTION

	DAY	WEEK	MONTH
Tamper ST728R	50	200	500
Compactor BX80WH Asphalt Plate	45	180	450
Compactor S52T Trench Plate	50	200	500
RP550G Reversible Plate	65	260	650
Stone SFP2200A Asphalt Plate	40	180	400
Stone SFP3000A Asphalt Plate	45	180	450
Stone SFA3500 Asphalt Plate	45	180	450
Stone SFP4000 Plate	50	200	500
Stone XH730 Tamper	50	200	500

## COMPRESSORS

Atlas Copco 185 CFM/Diesel	95	280	850
Atlas Copco 375 CFM/Diesel	165	575	1425

## CURB MACHINE

Power Curber PC-150	200	750	2000
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## DEMOLITION

Kent Pavement Breaker #35	20	80	200
Kent Pavement Breaker #60	25	100	250
Kent Pavement Breaker #90	30	120	300
3/4" X 50' Air Hose	5	20	30
Moil Point	7	14	20
Chisel 3"	7	14	20
Asphalt Cutter	10	20	30
Clay Spade	10	20	30
Points and Chisels	4	8	14
Drill Steel 1" X 18" or 24"	6	18	36
Drill Steel 1" X 36"	7	21	42
Rock Drill 35# - 60#	35	140	350
Darda #9 Concrete Splitter	175	875	3850
Arrow Hydraulic Drop Hammer	450	1800	4500
Kent 10G HydraRam #1650 Class	450	1650	4500
Minnich Dowel Drill ASV-2 (Backhoe mounted)	300	900	2700
Hammerhead Breaker	85	250	750
E-Z Drill 2-Gang Slab-Riding Dowel Drill	300	900	2700
E-Z Drill Single On-Grade Dowel Drill	150	450	1550

## GENERATORS

Gillette 5000 Watt Generator	45	140	450
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## MILLING

Volvo MW500 20" Mill w/Conveyor	1250	5000	12500
Volvo MC90B-HF Skid Steer	225	675	2025
Zanetis 18" Milling Attachment	225	675	2025

*Note: Rates include high flow skid steer.*

*Note: Must have 1-ton truck with 16' trailer (minimum) to transport skid steer w/mill attachment.*

## SKID STEER ATTACHMENTS

600# Breaker	150	450	1350
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**PUMPS**

Gorman Rupp 2" Heavy Duty Trash Pump	40	120	360
Gorman Rupp 3" Heavy Duty Trash Pump	45	135	400
Gorman Rupp 2" Submersible Pump	40	120	360
Gorman Rupp 6" Self-Priming Sewer Bypass Pump	250	750	2250

**HOSES****Suction Hoses**

2" x 20'	1 week minimum	9	27
3" x 20'	1 week minimum	12	36
6" x 10'	1 week minimum	22	55

**Discharge Hoses**

2" x 50'	1 week minimum	17	52
3" x 50'	1 week minimum	22	67
6" x 50'	1 week minimum	85	255

**ROAD EQUIPMENT**

Volvo / Blaw Knox RW195D Road Widener	2000	6000	14000
Superior Broom DT80C	300	1200	3000
(**Brush Wear \$100.00 per 1" used**)			
Cimline 150DH Melter/Applicator	425	1275	3825
Protec 5800-C Path Paver 5'-9'	750	3000	7000

*Note: All above road equipment subject to \$75.00/hr clean-up fee*

**ROLLERS**

Sakai CR271, 35.5", 3265#	120	360	1080
Volvo DD15, 35.4" 3400#	150	450	1500
Bomag BW75AD Walk-Behind	150	600	1750
Stone TR34 Remote Control Trench Roller	200	800	2000
Ingersoll-Rand TC13 Remote Control Trench Roller	200	800	2000
Volvo PT125R Pneumatic Roller	350	1400	3500
Sakai GW 750-2 7-wheel Pneumatic Roller	700	2100	6300

**SAWS**

Edco 20HP Saw Concrete/Asphalt 18" Capacity self-propelled	65	260	780
Edco 35HP Saw Concrete/Asphalt 24" Capacity self-propelled	75	350	875
Edco 65HP Saw Concrete/Asphalt 36" Capacity self-propelled	125	500	1200

**SWEEPERS**

S-4XL	3500	9900
R6 Regeneration	3400	9750

**VIBRATORY ASPHALT ROLLERS**

Stone 3100, 35.4" 3045#	90	270	900
Volvo DD24/25B, 47", 6225#	190	565	1690
Stone 6100, 47", 6180#	150	450	1500
Volvo CR30 Combination Roller	350	1000	2950
Volvo DD70HF, 57", 14,850#	400	1200	3600
Volvo DD110B-HF, 66", 21,700#	560	1680	5000
Volvo/Ingersoll Rand DD118HF, 78", 27,260#	700	2100	6300
Volvo/Ingersoll Rand DD138HF, 84", 30,325#	800	2400	7200

**VIBRATORY SOIL COMPACTORS**

Volvo SD75, 66" Smooth Drum, 16,500#	300	1050	3150
Volvo SD75, 66" Smooth Drum w/padfoot	400	1200	3600
Volvo SD115, 84" Smooth Drum, 23,600#	450	1350	4050
Volvo SD115, 84" Smooth w/padfoot	500	1500	4500

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015:

Cummings, McGowan, & West, Inc.

Company Name

Signature  
Doug Cornett

Print

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

8668 Olive Blvd.

St. Louis, MO 63132

Phone: 314-993-1336

County of Jefferson, State of Missouri

Signature  
Kenneth B. Waller  
Kenneth B. Waller County Executive

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Signature  
County Auditor

APPROVED AS TO FORM

Signature  
County Counselor



## COOPERATIVE BID FORM

Bid Name: EQUIPMENT RENTAL SERVICES 2015

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes X No       

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to  
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ N/A

BY: Doug Cornett

TITLE: Sales Coordinator

COMPANY: Cummings, McGowan & West, Inc.

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 314-993-1336 E-mail info@cmw-equip.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**

**HEADQUARTERS**  
8668 OLIVE BLVD.  
ST. LOUIS, MO 63132-2509  
PHONE: (800) 283-1336  
(314) 993-1336  
FAX: (314) 993-1467  
www.cmw-equip.com



July 24, 2015

I hereby state that Cummings, McGowan & West, Inc. does not own any real or personal property in Jefferson County, Missouri.

A handwritten signature in black ink, appearing to read "Doug Cornett", written over a horizontal line.

Doug Cornett  
Sales Coordinator

A handwritten signature in black ink, appearing to read "Sandra K. Doherty", written over a horizontal line.

Sandra K. Doherty  
Notary, St. Louis County

**SANDRA K. DOHERTY**  
**NOTARY PUBLIC State of MISSOURI**  
**COUNTY OF ST. LOUIS**  
**COMMISSION EXPIRES 4-17-2016**  
**#12414807**



SENTRY SELECT INSURANCE COMPANY  
STEVENS POINT, WISCONSIN  
(A PARTICIPATING STOCK COMPANY)  
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES.

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 49-65861

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of  
Certificate Holder

COUNTY OF JEFFERSON  
729 MAPLE ST  
PO BOX 100  
HILLSBORO, MO 63050

Name and Address  
of the Insured

CUMMINGS MCGOWAN & WEST INC  
8668 OLIVE BLVD  
UNIVERSITY CITY, MO 63132

This certificate is issued on 04-24-2015 and is effective until 04-24-2016. It certifies that policies of insurance listed below have been issued to the insured named above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

<u>Coverage Provided</u>	<u>Policy Number</u>	<u>Coverage Limits</u>
<u>General Liability</u>	49-65861-06	General Aggregate \$ 1,500,000
		Products Aggregate \$ 1,500,000
Bodily Injury and	OCCURRENCE	Pers/Adv Injury \$ 500,000
Property Damage Combined		Each Occurrence \$ 500,000
		Premises Damage \$ 100,000
		Medical Expense \$ 5,000
<u>Automobile Liability</u>	49-65861-06	Each Accident \$ 500,000
Includes: Bodily Injury and Property Damage Combined -Any Auto		
<u>Excess/Umbrella Liability</u>	49-65861-06	Each Occurrence \$ 5,000,000
		General Aggregate \$ 15,000,000
		Products Aggregate \$ 15,000,000
<u>Workers' Compensation and Employer's Liability</u>	49-65861-09	Statutory
		Each Accident \$ 500,000
		Each Disease/Employee \$ 500,000
		Each Disease/Policy \$ 500,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (MECH)

**Employment Eligibility Verification****Case Administration**[Initial Verification](#)[View Cases](#)**User Administration**[Change Password](#)[Pwd Challenge Q&A](#)[Change Profile](#)**Site Administration**[Add User](#)[View Users](#)[Maintain Company](#)[Terminate Company](#)[Participation](#)**Reports**[View Reports](#)**Company Information****Company Name:** Cummings, McGowan & West, Inc**Company ID Number:** 198214**Physical Location:****Address 1:** 8668 Olive Blvd**Address 2:****City:** St Louis**State:** MO**Zip Code:** 63132**County:** SAINT LOUIS**Employer Identification Number:** 430711594**Total Number of Employees:** 10 to 19**Corporate / Parent Company:****Organization Designation:****Employer Category:** None of these categories apply**NAICS Code:** 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTIO**Total Hiring Sites:** 1**Total Points of Contact:** 2



JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
WWW.JEFFCOMO.ORG

EXHIBIT

A2

Invitation for Bid: **EQUIPMENT RENTAL SERVICES 2015** Date Issued: **07-21-2015**

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 18, 2015 AT 2:00 P.M. LOCAL TIME.

**Specification**

**Contact:**

**KURT W. WENGERT**  
Department of Public Works  
636-797-5427  
kwengert@jeffcomo.org

**Contract**

**Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

**SAMPLE ENVELOPE**

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

**Contract Term:**

UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

Luby Equipment Services  
Company Name

Vince Smith  
Authorized Agent (Print)

2300 Cassehs Drive  
Address

[Signature]  
Signature

Fenton, MO 63026  
City/State/Zip Code

Rental Coordinator  
Title

636-660-7900  
Telephone #

43-1037077  
Date Tax ID #

vsmith@lubyequipment.com  
E-mail

636-326-6736  
Fax #

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### **\*REQUIRED DOCUMENTS\***

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>  
Or
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)
4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

**1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: \_\_\_\_\_"

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

**1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

**1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

**1.6 LATE BIDS:**

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

**1.7 BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.



**1.14 BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

**1.15 BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

**2.0 BID RESPONSE AND CONTRACT**

**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

**2.2 TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

**3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

**4 PRICE:**

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

**5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

**2.6 NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**2.7 DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**2.9 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection; Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.10 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.11 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.12 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.13 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- D-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

- 2.20 ACTS OF GOD:**  
No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 2.21 SELLER'S INVOICES:**  
Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.
- 2.22 APPROVAL:**  
It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.
- 2.23 RENEWAL OPTION:**  
The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.
- Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.
- 2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**  
Incorporated in the State of Missouri.
- 2.25 LITIGATION:**  
This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.
- 2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

## AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now THOMAS SAMUELSON (Name of Business Entity Authorized Representative) as ASSISTANT CONTROLLER (Position/Title) first being duly sworn on my oath, affirm LUBY EQUIPMENT SERVICES (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to EQUIPMENT RENTAL BID (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that LUBY EQUIPMENT SERVICES (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to EQUIPMENT RENTAL BID (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

Thomas Samuelson  
Authorized Representative's Signature

THOMAS SAMUELSON  
Printed Name

ASSISTANT CONTROLLER  
Title

08/11/2015  
Date

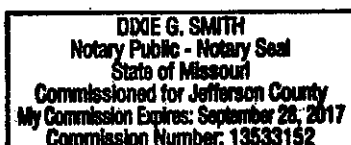
Subscribed and sworn to before me this 11<sup>th</sup> of August 2015. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of  
(NAME OF COUNTY)

Missouri and my commission expires on Sept. 28, 2017.  
(NAME OF STATE) (DATE)

Dixie G. Smith  
Signature of Notary

8/11/15  
Date



## AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

### CURRENT BUSINESS ENTITY STATUS

I certify that LUBY EQUIPMENT SERVICES (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

THOMAS SAMUELSON  
Authorized Business Entity  
Representative's Name  
(Please Print)

Thomas Samuelson  
Authorized Business Entity  
Representative's Signature

LUBY EQUIPMENT SERVICES  
Business Entity Name

08/11/2015  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

## SPECIFICATIONS FOR RENTAL SERVICES

The County of Jefferson is accepting Rental Rate Sheets for numerous Rental Services (without operator). Pricing is for supplying equipment (without operator) for County use. The County will pick up equipment at supplier, but may on occasion require delivery to the County's place of business. Supplier should price available equipment. Rates should be given for daily, weekly and monthly rental. Size of equipment to be determined on an individual project basis. Some examples will be provided below.

Contract shall be based on net price resulting from percentage discount from specified price lists. Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease. The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

Current price lists shall be provided to the County with the bidding documents. Do not use chain discounts; show one discount only.

Bidder must supply the County with a toll free telephone number for placing orders.

Vendor shall ensure equipment will be available within (5) five days from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

Rental equipment includes but is not limited to:

RUBBER TIRE BACKHOE with 1500-2000 lb. Breaker Hammer  
TRACK HOE with 2500-5000 lb. Breaker Hammer  
AIR COMPRESSORS AND AIR TOOLS  
GENERATORS  
BOBCATS (SKID STEERS) AND ATTACHMENTS  
COMPACTION EQUIPMENT  
EXCAVATION EQUIPMENT  
LIFTING/HOISTING EQUIPMENT  
MIXERS  
PUMPS  
PUMPERS  
SAWS  
BROOMS  
HYDRO FLUSHER/VACUUM TRUCK  
HYDRO FLUSHER TRUCK  
MILLING MACHINE  
TRACTOR WITH MOWER (SIDE MOUNT BRUSH HOG OR BOOM ATTACHMENT)

**Please list any other rental equipment not specified above.**

### TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance. All equipment will be rented as needed.

### CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

#### RATE SHEET PRICE

#### PRICING OFFERED

#### DISCOUNT

Available Equipment  
Picked up at your yard:

15%

Delivery Charge to  
5275 State Highway B, Hillsboro:

UNDER 20,000 lb. - \$115/HR  
OVER 20,000 lb. - \$130/HR  
(PERMIT LOAD ADDITIONAL)

RATE SHEET PRICES WILL REMAIN IN EFFECT UNTIL August 1, 2016. New rate sheets will be furnished for prices after August 1, 2016.

If you cannot hold your price for one year, you will guarantee this price to remain in effect until:

August 1, 2016

(DATE YOUR PRICES EXPIRE)

In emergency, can we call you after regular hours? YES X NO    

If yes, name party to call: general emergency number

Telephone number: 636-343-9970



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 11<sup>TH</sup> day of AUGUST 2015:

LUBY EQUIPMENT SERVICES  
Company Name

County of Jefferson, State of Missouri

Signature

R. DOUGLAS JUERGENSEN, VP-GEO/CFO  
Print

Kenneth B. Waller

Kenneth B. Waller County Executive

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

2300 CLASSENS DRIVE

FENTON, MO 63026

Phone: 636-343-9970

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

# COOPERATIVE BID FORM

**Bid Name:** EQUIPMENT RENTAL SERVICES @)!%

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

# COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes ☒ No ☐

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, ***is not a prerequisite for award***, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

**MINIMUM DOLLAR VALUE PER ORDER:** \$ \_\_\_\_\_

BY: Vince Smith

**TITLE:** Rental Coordinator

**COMPANY:** Luby Equipment Services

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

**Phone** 636-660-7900 **E-mail** [vsmith@lubyequipment.com](mailto:vsmith@lubyequipment.com)

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**

Company ID Number: 262286

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **MACHINE MAINTENANCE, INC d/b/a LUBY EQUIPMENT SERVICES** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 262286

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: MACHINE MAINTENANCE, INC d/b/a LUBY EQUIPMENT SERVICES

**RONALD D JUERGENSEN**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

10/08/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

10/08/2009

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2015

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

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

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE</b> (A/C, No, Ext): 888-333-4949 <b>FAX</b> (A/C, No): 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> MACHINE MAINTENANCE INC, LUBY EQUIPMENT SERVICES 2300 CASSENS DR FENTON, MO 63026		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
211-158-1		NAIC # 13935	

## COVERAGES

CERTIFICATE NUMBER: 0

REVISION NUMBER: 0

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	9337154	03/01/2015	03/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	9337154	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>A</b> <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	9337155	03/01/2015	03/01/2016	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	<b>A</b> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N	9337156	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

## CERTIFICATE HOLDER

## CANCELLATION

00	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## EQUIPMENT SERVICES

2300 CASSENS DRIVE ■ FENTON, MO 63026

636-343-9970 ■ 800-325-3322 ■ FX: 636-343-4811

August 26, 2015

Jefferson County  
Attn: Contracts  
P O Box 100  
Hillsboro, MO 63050

To Whom It May Concern:

Machine Maintenance Inc. dba Luby Equipment Services does not owe any real estate or personal property taxes in Jefferson County.

Respectfully,

R. Douglas Juergensen, VP-COO/CFO

State of Missouri  
County of ST. LOUIS

This instrument was acknowledged before me  
on 26 day of AUG, 20 15 by \_\_\_\_\_

Thomas A. Samuelson  
Notary Public's Signature  
My Commission Expires 10/01/2017

THOMAS A. SAMUELSON  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis City  
My Commission Expires: October 01, 2017  
Commission Number: 13873677

Celebrating  
**40**  
Years



Providing  
Excellent  
Service



# County of Jefferson

## State of Missouri

Administration Center  
729 Maple Street · PO Box 100  
Hillsboro, Missouri 63050

Ken Waller

County Executive

### DEPARTMENT OF ADMINISTRATIVE SERVICES

David B. Courtway-Director

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Nicole Crawford  
Human Resources Manager  
(636)797-5071 / Fax (636)797-5596

Vickie Pratt  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

~~MMECO~~ *LUBY EQUIPMENT SERVICES*

ATTENTION: KATHY MOSELY  
2300 CASSENS DR  
FENTON MO 63026-2503

### URGENT/INVITATION FOR BID

July 21, 2015

To whom it may concern:

Jefferson County, Missouri is currently seeking sealed BID for *EQUIPMENT RENTAL SERVICES 2015*.

The Invitation for Bid / Request for Proposal notices are posted on our website at [www.jeffcomo.org](http://www.jeffcomo.org) under the Services Tab, Invitation for Bid/Request for Proposal link.

The Invitation for Bid / Request for Proposal notices can only be opened thru the Adobe software application and are not in electronic format. Submissions must be either hand written or typed.

If unable to access *EQUIPMENT RENTAL SERVICES 2015* at [www.jeffcomo.org](http://www.jeffcomo.org) Contact Purchasing at 636-797-5380 to obtain a hard copy of the *EQUIPMENT RENTAL SERVICES 2015* notice.

One (1) original and two (2) signed copies of the Invitation for Bid / Request for Proposal must be submitted in a sealed envelope plainly marked with *EQUIPMENT RENTAL SERVICES 2015* to the following address:

Department of the County Clerk  
Wes Wagner  
729 Maple Street  
PO Box 100  
Hillsboro MO 63050

All sealed BID must be received by 2:00 p.m. on AUGUST 18, 2015.  
Late or faxed BID will be rejected and returned to sender.

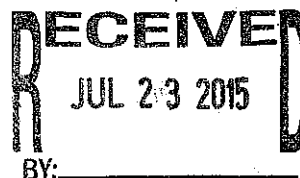
To update your company's contact information on our vendor list, please fax a copy of your company's letterhead with the new contact information to 636-797-5067.

If you do not own any real or personal property in Jefferson County, please provide a verified affidavit stating so and return it with the bid.

Thank you for your interest. We are looking forward to receiving your BID.

Sincerely,

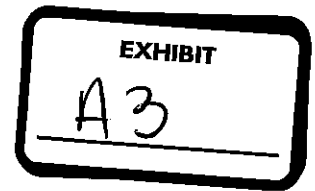
Vickie S. Pratt



BY: \_\_\_\_\_



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
 WWW.JEFFCOMO.ORG



**Invitation for Bid: EQUIPMENT RENTAL SERVICES 2015      Date Issued: 07-21-2015**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 18, 2015 AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**KURT W. WENGERT**  
 Department of Public Works  
 636-797-5427  
 kwengert@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

**SAMPLE ENVELOPE**

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

VENDOR NAME	
VENDOR ADDRESS	
CONTACT NUMBER	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED BID: (BID NAME)	

**Contract Term:**  
 UPON APPROVAL OF THE  
 COUNTY COUNCIL AND  
 COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

<u>ERB EQUIPMENT CO</u>	<u>MICHAEL E HEIMOS</u>
Company Name	Authorized Agent (Print)
<u>200 ERB INDUSTRIAL</u>	<u>Michael E Heimos</u>
Address	Signature
<u>FENTON, MO 63026</u>	<u>RENTAL ASSET MANAGER</u>
City/State/Zip Code	Title
<u>(636) 349-0200</u>	<u>8/13/15</u>
Telephone #	Date
<u>MIKE HEIMOS @ ERB EQUIPMENT.COM</u>	<u>636 349-3230</u>
E-mail	Fax #



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### **\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

## **1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: \_\_\_\_\_"

### **1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

### **1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

### **1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

### **1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

### **1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

### **1.6 LATE BIDS:**

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

### **1.7 BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

### **1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

### **1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

#### 1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

#### 1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

#### 2.0 BID RESPONSE AND CONTRACT

##### 2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

##### 2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

##### 2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

##### 2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

##### 2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

**2.6 NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**2.7 DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract means Binding Agreement, Contract, Request for Purchase, Order.

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**2.9 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.10 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.11 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.12 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.13 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- D-1. If supplier fails to deliver the items required by the contract within the time specified; or
- D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
- D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

**2.20 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.21 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.22 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.23 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: [ ] Individual: [ ] Partnership: ☒ Corporation.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of Missouri

**2.25 LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now MICHAEL E. HEIMOS (Name of Business Entity Authorized Representative) as RENTAL MANAGER (Position/Title) first being duly sworn on my oath, affirm ERB EQUIPMENT CO., INC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to EQUIPMENT RENTAL SERVICES (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, 2015 if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that ERB EQUIPMENT CO., INC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to EQUIPMENT RENTAL SERVICES (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

Robert S. Erb  
Authorized Representative's Signature

ROBERT S. ERB  
Printed Name

CHAIRMAN  
Title

7/29/15  
Date

Subscribed and sworn to before me this 29th of July, 2015. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of  
(NAME OF COUNTY)

Missouri and my commission expires on 10/26/2018.  
(NAME OF STATE) (DATE)

Lisa M. Mormann  
Signature of Notary

7/29/15  
Date

LISA M. MORMANN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Jefferson County  
My Commission Expires: October 26, 2018  
Commission Number: 14941515



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that ERB EQUIPMENT Co INC. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Robert S. Erb

Authorized Business Entity  
Representative's Name  
(Please Print)

ROBERT S. ERB

Authorized Business Entity  
Representative's Signature

ERB EQUIPMENT Co INC

Business Entity Name

7/29/15

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

## **SPECIFICATIONS FOR RENTAL SERVICES**

The County of Jefferson is accepting Rental Rate Sheets for numerous Rental Services (without operator). Pricing is for supplying equipment (without operator) for County use. The County will pick up equipment at supplier, but may on occasion require delivery to the County's place of business. Supplier should price available equipment. Rates should be given for daily, weekly and monthly rental. Size of equipment to be determined on an individual project basis. Some examples will be provided below.

Contract shall be based on net price resulting from percentage discount from specified price lists. Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease. The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

Current price lists shall be provided to the County with the bidding documents. Do not use chain discounts; show one discount only.

Bidder must supply the County with a toll free telephone number for placing orders.

Vendor shall ensure equipment will be available within (5) five days from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

Rental equipment includes but is not limited to:

RUBBER TIRE BACKHOE with 1500-2000 lb. Breaker Hammer  
TRACK HOE with 2500-5000 lb. Breaker Hammer  
AIR COMPRESSORS AND AIR TOOLS  
GENERATORS  
BOBCATS (SKID STEERS) AND ATTACHMENTS  
COMPACTION EQUIPMENT  
EXCAVATION EQUIPMENT  
LIFTING/HOISTING EQUIPMENT  
MIXERS  
PUMPS  
PUMPERS  
SAWS  
BROOMS  
HYDRO FLUSHER/VACUUM TRUCK  
HYDRO FLUSHER TRUCK  
MILLING MACHINE  
TRACTOR WITH MOWER (SIDE MOUNT BRUSH HOG OR BOOM ATTACHMENT)

**Please list any other rental equipment not specified above.**

### TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance. All equipment will be rented as needed.

### CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

#### RATE SHEET PRICE

#### PRICING OFFERED

#### DISCOUNT

Available Equipment  
Picked up at your yard:

SEE RATE BOOK

10% OFF BOOK

Delivery Charge to  
5275 State Highway B, Hillsboro:

\$ 120.00 PER HOUR

**RATE SHEET PRICES WILL REMAIN IN EFFECT UNTIL August 1, 2016. New rate sheets will be furnished for prices after August 1, 2016.**

If you cannot hold your price for one year, you will guarantee this price to remain in effect until:

\_\_\_\_\_  
(DATE YOUR PRICES EXPIRE)

In emergency, can we call you after regular hours? YES X NO \_\_\_\_\_

If yes, name party to call: MICHAEL HEIMOS

Telephone number: (314) 807-0650

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this \_\_\_\_\_ day of \_\_\_\_\_ 2015:

ERB EQUIPMENT CO  
Company Name

County of Jefferson, State of Missouri

Michael E Heimos  
Signature  
MICHAEL E HEIMOS  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

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

200 ERB INDUSTRIAL

FENTON, MO 63026

Phone: (636) 349-0200

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

## COOPERATIVE BID FORM

Bid Name: EQUIPMENT RENTAL SERVICES 2015

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes X No       

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to  
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ RENTAL BOOK LESS 10%

BY: MICHAEL E HEIMOS

TITLE: RENTAL ASSET MANAGER

COMPANY: ERB EQUIPMENT CO

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone (636) 349-0200 E-mail MIKEHEIMOS@ERBEQUIPMENT.COM

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 207470

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Erb Equipment Company Inc**

**JoAnn F Roider**

Name (Please Type or Print)

Title

***Electronically Signed***

Signature

**04/20/2009**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

***Electronically Signed***

Signature

**04/20/2009**

Date



Company ID Number: 207470

### Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Erb Equipment Company Inc

Company Facility Address: 200 Erb Industrial Drive

Fenton, MO 63026

Company Alternate  
Address:

County or Parish: JEFFERSON

Employer Identification

Number: 430698305

North American Industry  
Classification Systems

Code: 423

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 6

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- KENTUCKY 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 207470

- MISSOURI 4 site(s)
- ILLINOIS 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	<b>JoAnn F Roider</b>	Fax Number:	<b>(636) 349 - 0874</b>
Telephone Number:	<b>(636) 349 - 0200 ext. 158</b>		
E-mail Address:	<b>joannroider@erbequipment.com</b>		
Name:	<b>Carrie L Roider</b>	Fax Number:	<b>(636) 349 - 0874</b>
Telephone Number:	<b>(636) 349 - 0200 ext. 149</b>		
E-mail Address:	<b>croider@erbequipment.com</b>		





ERBEQUI-01

ASONG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2014

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

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

PRODUCER YouZoom Insurance Services, Inc 900 College Blvd Suite 1000 Overland Park, KS 66211	CONTACT NAME:	PHONE (A/C, No, Ext): (888) 240-8803	FAX (A/C, No): (877) 235-3393
	E-MAIL ADDRESS:		
INSURED  Erb Equipment Co, Inc 200 Erb Industrial Drive Fenton, MO 63026	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Universal Underwriters of Texas Insurance Company		40843
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
IS/IR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			332989	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			332989	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			332989	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Prod/Comp Op Ag \$ 30,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Liability*			332989	01/01/2015	01/01/2016	Each Accident 300,000
A	Cust Good-Dir Prim			332989	01/01/2015	01/01/2016	Limit 95,825,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Products - Completed Operations Aggregate of \$900,000 applies to the Garage Liability.  
Garage Liability coverage is provided on an "Any Auto" basis.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE YouZoom Insurance Services, Inc.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/01/2014

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

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

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> 203-704-2 ERB EQUIPMENT CO INC 200 ERB INDUSTRIAL DR FENTON, MO 63026		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13935	

**COVERAGES** **CERTIFICATE NUMBER: 0** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB  DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A N	9388524	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.**

<b>CERTIFICATE HOLDER</b>  A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



ERBEQUI-01

FZHAO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2015

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

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

<b>PRODUCER</b> YouZoom Insurance Services, Inc 6900 College Blvd Ste 1000 Overland Park, KS 66211	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (888) 240-8803 <b>FAX (A/C, No):</b> (877) 235-3393 <b>E-MAIL ADDRESS:</b> youzoom.servicecenter@arrowheadgrp.com														
<b>INSURED</b>  ERB Equipment Co, Inc 200 Erb Industrial Drive Fenton, MO 63026	<table border="1"><tr><td><b>INSURER(S) AFFORDING COVERAGE</b></td><td><b>NAIC #</b></td></tr><tr><td>INSURER A : Universal Underwriters of Texas Insurance Company</td><td>40843</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : Universal Underwriters of Texas Insurance Company	40843	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A : Universal Underwriters of Texas Insurance Company	40843														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		332989	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		332989	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		332989	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Prod/Comp Agg \$ 30,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Liability*		332989	01/01/2015	01/01/2016	Each Acc 300,000
A	Cust Goods-Dir Prim		332989	01/01/2015	01/01/2016	Limit 95,825,000

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

\*Products - Completed Operations Aggregate of \$900,000 applies to the Garage Liability.

Garage Liability coverage is provided on an "Any Auto" basis.

## CERTIFICATE HOLDER

## CANCELLATION

The County of Jefferson MO  
729 Maple Street  
PO Box 100  
Hillsboro, MO 63050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*YouZoom Insurance Services, Inc.*

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JEFFERSON COUNTY, MISSOURI

**PAID**

## 2014 PERSONAL PROPERTY

ACCT # 093839  
 VALUE 199,870  
 TAX RT 7.080900

ERB EQUIPMENT CO INC  
 200 ERB INDUSTRIAL DR  
 FENTON, MO 63026

\*\* DATE PAID 12/24/2014 \*\*

<u>TAX DISTRICT</u>	<u>TAX</u>
COUNTY TAX	47.57
HEALTH UNIT TAX	151.50
HIGH RIDGE FIRE	1,659.12
JC DEV DISABILITIES	189.48
JEFFERSON COLLEGE	686.75
LIBRARY / R1	385.15
MENTAL HEALTH TAX	189.48
NORTH JEFFERSON AMB	1,085.29
NORTHWEST SCHOOL	9,214.80
PARK TAX	56.56
ROAD & BRIDGE TAX	426.92
STATE TAX	59.96
<b>TOTAL TAXES</b>	<b>14,152.58</b>
<b>TOTAL PAID</b>	<b>14,152.58</b>

737331	2006 KW C&C 36LBS 2AX	1	3,410
999996	2007 GMC C&C 24LBS 2AX	1	4,890
999996	2001 GMC C&C 36LBS 2AX	1	1,130
737331	2005 KW C&C 30LBS 2AX	1	6,320
031859	2005 UTIL TRLR UNSP	1	320
030542	1994 CARGO TRLR UNSP	1	500
000433	2011 FB TRLR UNSP	1	2,520
000433	2007 FB TRLR UNSP	1	1,260
000433	2007 FB TRLR UNSP 2AX	1	1,260
000433	2009 FB TRLR UNSP 2AX	1	2,130
000433	2009 FB TRLR UNSP 2AX	1	2,130
031859	1953 UTIL TRLR UNSP	1	50
998960	1991 UTIL TRLR HMDE UNSP	1	50
031859	2012 UTIL TRLR UNSP	1	800
030541	2011 CARGO TRLR 20	1	1,130
984474	2011 FB TRLR 20	1	450
030541	1970 CARGO TRLR 20	1	100
<b>Total Value:</b>			<b>28,450</b>

BUSINESS VALUE 1 32,010  
**Total Value: 32,010**

**BETH MAHN**  
 COUNTY COLLECTOR  
 HILLSBORO, MO 63050

Phone: 797-5406 (LOCAL)

**Jefferson County Missouri**  
**Jefferson County Administration Center**  
**729 Maple Street**  
**Hillsboro, MO 63050**

**Information for Personal Property Account 093839, Tax Year 2014**

Generated 07/29/15 at 16:55:05

**Account Information**

<b>Tax Year</b> 2014	<b>Return Status</b> Completed	<b>Date Returned</b> 03/03/2014
<b>Tax Code</b> R1HRNJ - R1HRNJ	<b>City</b> Entire County	<b>Account Type</b> BUSINESS
<b>Owner Name and Address</b> ERB EQUIPMENT CO INC 200 ERB INDUSTRIAL DR FENTON, MO 63026	<b>Tax Rate</b> 7.0809	<b>Total Tax</b> \$14,152.58
<b>Site Address</b>	<b>Mailing Name and Address</b>	

**Item Information**

Item	Quantity	Assessed Value	Tax Amount
2001 CHEV 3/4 TON PU	1	1,190	\$84.26
2006 KW C&C 36LBS 2AX	1	3,410	\$241.46
2004 CHEV 1 TON VAN	1	1,740	\$123.21
2005 UTIL TRLR UNSP	1	320	\$22.66
1994 CARGO TRLR UNSP	1	500	\$35.40
2010 CHEV 1/2 TON PU	1	4,630	\$327.85
2011 FB TRLR UNSP	1	2,520	\$178.44
2007 FB TRLR UNSP	1	1,260	\$89.22
2012 KW C&C 36LBS 2AX	1	9,320	\$659.94
2007 FB TRLR UNSP 2AX	1	1,260	\$89.22
2005 KW SEMI 80LBS 3AX	1	2,490	\$176.31
2007 KW SEMI 80LBS 3AX	1	4,180	\$295.98
2009 FB TRLR UNSP 2AX	1	2,130	\$150.82
2005 GMC C&C 24LBS 2AX	1	3,180	\$225.17
2007 DODGE 1 TON PU QC	1	4,220	\$298.81
2006 KW C&C 36LBS 2AX	1	3,410	\$241.46
2006 GMC 3/4 TON PU	1	2,070	\$146.57
1999 FORD RANGER PU	1	580	\$41.07
2007 DODGE 1/2 TON QC 4WD	1	3,980	\$281.82
2009 FB TRLR UNSP 2AX	1	2,130	\$150.82
2007 GMC C&C 24LBS 2AX	1	4,890	\$346.26
BUSINESS VALUE	1	32,010	\$2,266.60
1953 UTIL TRLR UNSP	1	50	\$3.54
1991 UTIL TRLR HMDE UNSP	1	50	\$3.54
2000 CHEV 3/4 TON PU	1	900	\$63.73
2000 CHEV 3/4 TON PU	1	900	\$63.73
2001 GMC C&C 36LBS 2AX	1	1,130	\$80.01
2003 GMC 1/2 TON PU	1	1,310	\$92.76
2005 KW C&C 30LBS 2AX	1	6,320	\$447.51
2012 CHEV 1 TON CREW CAB	1	10,050	\$711.63
2012 CHEV 3/4T CREW 4WD	1	10,470	\$741.37

**Item Information**

2012 CAD ESCALADE LUX	1	16,490	\$1,167.64
2013 CHEV TAHOE LS	1	10,850	\$768.28
2012 UTIL TRLR UNSP	1	800	\$56.65
2011 FORD 1 TON PU	1	5,080	\$359.71
2012 BUICK REGAL PREM I EASSIST	1	6,460	\$457.43
2012 CHEV 1 TON VAN	1	6,320	\$447.51
2011 CARGO TRLR 20	1	1,130	\$80.01
2011 FB TRLR 20	1	450	\$31.86
1970 CARGO TRLR 20	1	100	\$7.08
2013 CHEV 1 TON CREW CAB	1	10,710	\$758.36
2013 CHEV 3/4T CREW 4WD	1	11,070	\$783.86
2013 CHEV 3/4 TON PU	1	7,810	\$553.02
<b>Total</b>		<b>199,870</b>	<b>\$14,152.58</b>

**Tax Payment Information**

Tax Billed	\$14,152.58
Penalty Billed	\$0.00
Cost Billed	\$0.00
<b>Total Billed</b>	<b>\$14,152.58</b>
<b>Total Paid</b>	<b>\$14,152.58</b>
<b>Total Unpaid</b>	<b>\$0.00</b>
Date Paid	12/24/2014
Paid By	ERB EQUIPMENT CO INC

**Payment History**

<b>Tax Year</b>	<b>Total Due</b>	<b>Total Paid</b>
2014	\$14,152.58	\$14,152.58
2013	\$14,283.34	\$14,283.34
2012	\$25,086.47	\$25,086.47
2011	\$24,782.51	\$24,782.51
2010	\$23,495.75	\$23,495.75
2009	\$23,241.53	\$23,241.53
2008	\$24,753.79	\$24,753.79
2007	\$25,284.73	\$25,284.73

**Taxing Bodies**

<b>District</b>	<b>Tax Rate</b>	<b>Extension</b>
NORTH JEFFERSON AMB	0.543000	\$1,085.29
JEFFERSON COLLEGE	0.343600	\$686.75
COUNTY TAX	0.023800	\$47.57
HIGH RIDGE FIRE	0.830100	\$1,659.12
HEALTH UNIT TAX	0.075800	\$151.50
LIBRARY / R1	0.192700	\$385.15
MENTAL HEALTH TAX	0.094800	\$189.48
PARK TAX	0.028300	\$56.56
ROAD & BRIDGE TAX	0.213600	\$426.92
NORTHWEST SCHOOL	4.610400	\$9,214.80
JC DEV DISABILITIES	0.094800	\$189.48
STATE TAX	0.030000	\$59.96
<b>Total</b>	<b>7.080900</b>	<b>\$14,152.58</b>



**ERBRENTS.com**

**(866) ERB RENTS**

# **Equipment Rental Rates**



**FENTON, MO**  
200 Erb Industrial Dr.  
Fenton, MO 63026  
Phone: 636-349-0200

**CUBA, MO**  
6885 Old Route 66  
Cuba, MO 65453  
Phone: 573-885-0500

**CAPE GIRARDEAU, MO**  
1421 South West End Blvd.  
Cape Girardeau, MO 63703  
Phone: 573-334-0563

**FORISTELL, MO**  
21000 Veterans Memorial Pkwy.  
Foristell, MO 63348  
Phone: 636-463-2500

**MT. VERNON, IL**  
11322 State Rt. 148  
Mt. Vernon, IL 62864  
Phone: 618-244-6800

**PADUCAH, KY**  
6115 U.S. Hwy. 45  
Paducah, KY 42002  
Phone: 270-554-1131

**EVANSVILLE, IN**  
9800 State Rt 57  
Evansville, IN 47725  
Phone: 812-473-0484

**OWENSBORO, KY**  
315 Worthington Rd  
Owensboro, KY 42301  
Phone: 270-684-2339

**"WORKING HARD TO SERVE YOU BETTER"**



**JOHN DEERE**



1. **CREDIT DEPARTMENT APPROVAL** - Open accounts subject to credit worthiness thru John Deere Credit
2. **FREIGHT** - F.O.B. Erb yard and return freight to nearest branch. Delivery and pick-up to your job site is available.
3. **INSURANCE - Liability:** coverage must be assured for all risk and liability, from all damages, for injuries or death to persons or property arising out of the use, possession or transportation of rental equipment.

**Physical Damage:** Rental Equipment is to be insured at full value against all risk of physical damage and loss including vandalism and theft.

**Erb can provide Physical Damage Waiver Coverage**, if you elect, at an additional cost, you can eliminate the need to contact your insurance broker to obtain a certificate of insurance. You'll find the deductible plan to be very competitive. As follows:

Deductible is a minimum of \$1,000 or 15% of the repair bill, whichever is higher.

1. Damages through theft and vandalism is a 15% deductible on the "Fair Market Value" of the machine.
2. Exclusions to Damage Waiver Policy
  - Striking overhead objects with the Equipment
  - Falling objects which are initiated by use of machinery (demolition of buildings, demolition of bridges, removal of trees, etc)
  - All loss or damage associated with vandalism, malicious mischief, theft, or conversion of the Equipment, not documented by Customer's prompt filing with the applicable police or public authorities (with an immediate copy to Erb) of a formal written theft, vandalism or conversion report.
  - Boom damage from overloading of a boom (exceeding rated capacity) or from a collision when a boom is in motion.
  - Use of the Equipment by a person other than an authorized operator as defined herein.
  - Use or operation of the Equipment in violation of any law or ordinance.
  - The failure of Customer to perform the basic maintenance required under Paragraph 7 of the Rental Agreement.
  - Damages incurred in the transportation of the Equipment by the Customer or a hired trucker retained by the Customer.
  - Downtime due to mechanical breakdown or failure of performance of the Equipment.

4. **RENTAL CONTRACT** - A rental contract must be signed or executed on every transaction with all pertinent data furnished prior to the release of the rental equipment.
5. **All machinery is available for sale; lessee has the first right of refusal.**

**6. HOUR LIMITS**

Daily - 8 hours or one day

Weekly - 40 hours or five days

Monthly - 176 hours or four weeks

Extra hours will be charged as follows:

- **Overtime Rates:** A one-day rental is based on 8 hours maximum use within a 24 hour period. One week has a maximum 40 hours use in 7 days and one month based on maximum 176 hours use in 28 days. If operating on Double Shift, rates will reflect 2 times applicable rates.
- **Weekend Policy:** Weekend rentals are available from 7am Saturday morning until 8am Monday, 8 hour maximum operating time.
- **Holiday Policy:** Holiday rentals are available from 3pm the day prior to the holiday until 8am the following business day after the holiday, 8 hour maximum operating time.

7. **INTEREST RATES** - Erb will allow 100% of all rentals to apply to agreed upon option price, plus an interest charge will be computed at the rate of PRIME plus 3% APR at the time of conversion.

8. **REPAIRS AND MAINTENANCE** - All repairs required due to abuse or negligence will be charged to the lessee upon return of damaged rental equipment. Also any abnormal clean up cost will be responsibility of the lessee. Furthermore, if the rental unit is converted into a sale, all non-warrantable repairs and maintenance, during the rental period, will be added to the conversion price. Rental maintenance agreements are available to assure scheduled periodic maintenance.

(Lessee is responsible for the maintenance charges on any machine that has at least 250 hours or more put onto the hour meter in a rental period.)

**\*\*Customer responsible for repairs due to lack of utilizing low sulfur fuel and/or low sulfur oil on Interim and Final Tier IV engines.**

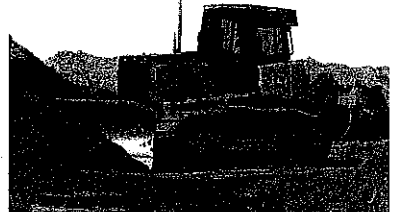
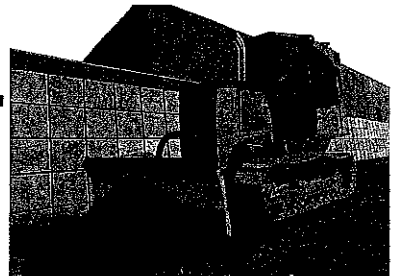
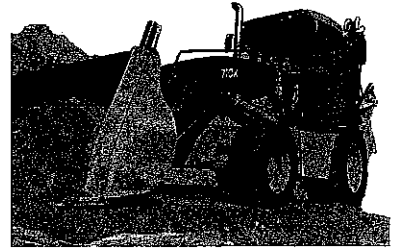
9. **SALES TAX** - Applicable sales tax not included in rental rates.

**Thank you!**



## Loader Backhoes

			DAY	WEEK	MONTH
310K EP	70HP	14'3"-17'11" Dig Depth	\$290	\$970	\$2,610
310SK	96HP	14'6" - 18'6" Dig Depth	320	1,070	2,880
w/ NPK PH4 Breaker			670	2,240	6,030
w/ NPK C4C Compactor			495	1,650	4,455
w/ RoadHog 40" Cold Planer			1,200	3,960	10,800
410K	107HP	15'10" - 20' Dig Depth	375	1,250	3,375
w/ NPK PH4 Breaker			725	2,420	6,525
w/ NPK C4C Compactor			550	1,830	4,950
710K	130HP	17'0" - 22'4" Dig Depth	675	2,250	6,075
w/ NPK GH6 Breaker			1,175	3,920	10,575
w/ NPK C6C Compactor			910	3,030	8,190
Extra Bucket			50	150	450
Forks			65	220	585



## Forklifts

		DAY	WEEK	MONTH
Harlo HP6500	6,500#	\$235	\$650	\$1,900

## Crawler Loaders

				DAY	WEEK	MONTH
605K	110HP	1.70 yd <sup>3</sup> Bkt.	26,940 lbs.	\$600	\$2,000	\$5,400
655K	145HP	2.35 yd <sup>3</sup> Bkt.	40,614 lbs.	875	2,900	7,875
755K	190HP	3.14 yd <sup>3</sup> Bkt.	45,178 lbs.	1,000	3,300	9,000

## Crawler Dozers

				DAY	WEEK	MONTH
450J	70HP	97" - 124" blade	16,500 lbs.	\$400	\$1,300	\$3,600
550K	85HP	105" - 124" blade	17,500 lbs.	500	1,670	4,500
650K	101HP	105" - 126" blade	19,750 lbs.	600	2,000	5,400
700K	125HP	120" - 132" blade	27,000 lbs.	700	2,330	6,300
750K	160HP	130" - 156" blade	37,000 lbs.	900	3,000	8,100
850K	205HP	120" - 160" blade	45,000 lbs.	1,100	3,670	9,900
1050K	335HP	159" - 170" blade	87,000 lbs.	N/A	6,000	16,200
IGC Cab Kit & Components <u>ONLY</u> (Trimble / Top Con)				N/A	2,000	5,500

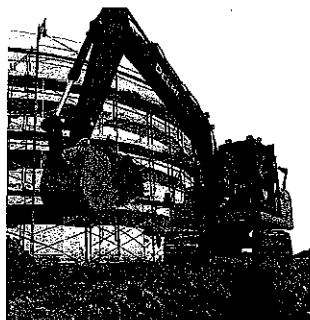
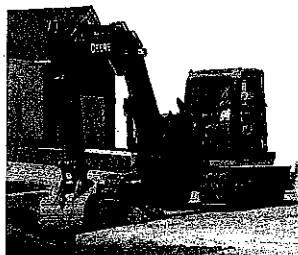
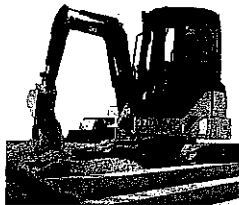
**All equipment is for sale; lessee has first right of refusal**

Rates do not include damage waiver, for coverage please add 12% to book rate

Detailed specs available at <http://www.erbrents.com>



**JOHN DEERE**



Excavators			DAY	WEEK	MONTH
<b>17D</b> Independent Swing Boom	7' 9" Dig Depth	4,600 lbs.	\$200	\$710	\$1,800
<b>27D</b> Independent Swing Boom	9' 6" Dig Depth	7,000 lbs.	225	790	2,025
<b>35G</b> Independent Swing Boom	11' 4" Dig Depth	8,200 lbs.	250	880	2,250
w/ HH60 Breaker			455	1,560	4,095
w/ Hydraulic Thumb			310	1,090	2,790
<b>50G</b> Independent Swing Boom	11' 10" Dig Depth	10,500 lbs.	300	1,060	2,700
w/ HH80 Breaker			520	1,790	4,680
w/ NPK C2D Compactor			425	1,480	3,825
w/ Hydraulic Thumb			360	1,270	3,240
<b>60G</b> Independent Swing Boom	13' 3" Dig Depth	14,500 lbs.	350	1,240	3,150
w/ HH80 Breaker			570	1,970	5,130
w/ NPK C2D Compactor			475	1,660	4,275
w/ Hydraulic Thumb			410	1,450	4,815
<b>75G</b>	15' 1" Dig Depth	17,800 lbs.	400	1,330	3,600
w/ NPK PH4 Breaker			750	2,500	6,750
w/ Hydraulic Thumb			460	1,540	4,140
<b>85G</b> Independent Swing Boom	14' 8" Dig Depth	18,600 lbs.	450	1,500	3,600
w/ NPK PH4 Breaker			800	2,670	6,750
w/ Hydraulic Thumb			510	1,710	4,140
<b>130G</b>	19' 11" Dig Depth	31,900 lbs.	500	1,650	4,500
w/ NPK GH6 Breaker			1,000	3,300	9,000
w/ NPK C6C Compactor			735	2,450	6,615
w/ Hydraulic Thumb			675	2,250	6,075
<b>135G RTS</b>	19' 7" Dig Depth	32,800 lbs.	580	1,930	5,200
w/ NPK GH6 Breaker			1,080	3,600	9,700
w/ NPK C6C Compactor			815	2,710	7,315
w/ Hydraulic Thumb			755	2,510	6,775
<b>160GLC</b>	21' 4" Dig Depth	39,980 lbs.	600	2,000	5,400
w/ NPK GH7 Breaker			1,200	4,000	10,800
w/ NPK C6C Compactor			835	2,780	7,515
w/ Hydraulic Thumb			775	2,580	6,975
<b>180GLC</b>	23' 2" Dig Depth	44,325 lbs.	650	2,170	5,850
w/ NPK GH7 Breaker			1,250	4,170	11,250
w/ NPK C6C Compactor			885	2,950	7,965
w/ Hydraulic Thumb			825	2,750	7,425

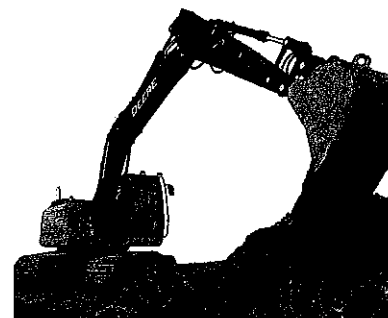
**Rates do not include damage waiver, for coverage please add 12% to book rate**

# Excavators

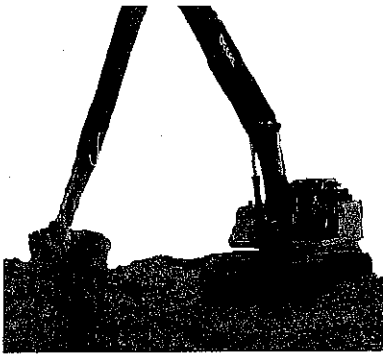
			DAY	WEEK	MONTH
<b>210GLC</b>	21' 11" Dig Depth	50,500 lbs.	\$700	\$2,330	\$6,300
w/ NPK GH9 Breaker			1,400	4,660	12,600
w/ NPK GH10 Breaker			1,500	5,000	13,500
w/ NPK C8C Compactor			975	3,250	8,775
w/ Rigid Grapple			900	3,000	7,875
w/ Hydraulic Thumb			875	2,910	7,875
<b>245G RTS</b>	22' 0" Dig Depth	56,100 lbs.	800	2,670	7,200
w/ NPK GH9 Breaker			1,500	5,000	13,500
w/ NPK GH10 Breaker			1,600	5,340	14,400
w/ NPK C8C Compactor			1,075	3,590	9,675
w/ Rigid Grapple			1,000	3,340	8,775
w/ Hydraulic Thumb			975	3,250	8,775
<b>250GLC</b>	22' 5" Dig Depth	54,320 lbs.	900	3,000	8,100
w/ NPK GH10 Breaker			1,700	5,670	15,300
w/ NPK GH12 Breaker			1,850	6,170	16,650
w/ NPK C8C Compactor			1,175	3,920	10,575
w/ Rigid Grapple			1,100	3,670	9,900
w/ Hydraulic Thumb			1,075	3,580	9,675
<b>290GLC</b>	23' 10" Dig Depth	66,400 lbs.	1,000	3,330	9,000
w/ NPK GH10 Breaker			1,800	6,000	16,200
w/ NPK GH12 Breaker			1,950	6,500	17,550
w/ NPK C8C Compactor			1,275	4,250	11,475
w/ Rigid Grapple			1,200	4,000	10,800
w/ Hydraulic Thumb			1,175	3,910	10,575
<b>350GLC</b>	24' 3" Dig Depth	77,000 lbs.	1,200	4,000	10,800
w/ NPK GH15 Breaker			2,300	7,670	20,700
w/ NPK GH18 Breaker			2,950	9,830	26,550
w/ NPK C10C Compactor			1,550	5,170	13,950
w/ Rigid Grapple			1,400	4,670	12,600
w/ Hydraulic Thumb			1,400	4,670	12,600
<b>470GLC</b>	27' 2" Dig Depth	109,000 lbs.	N/A	5,830	15,750
w/ NPK GH18 Breaker			N/A	11,660	31,500
w/ Rigid Thumb			N/A	12,000	32,000
<b>670GLC</b>	30' 0" Dig Depth	152,200 lbs.	N/A	8,330	22,500
<b>870GLC</b>	31' 5" Dig Depth	185,875 lbs.	N/A	11,670	31,500
Hydraulic Coupler			45	150	400
Extra Bucket (17D - 60G)			50	150	450
Extra Bucket (75G - 245G)			100	300	900
Extra Bucket (250GLC - 870GLC)			150	450	1,350



**JOHN DEERE**

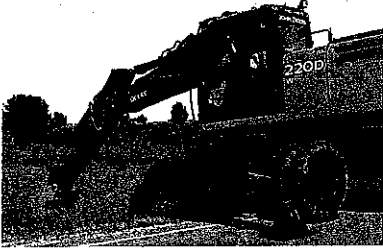


**All equipment is for sale; lessee has first right of refusal**  
 Detailed specs available at <http://www.erbrents.com>



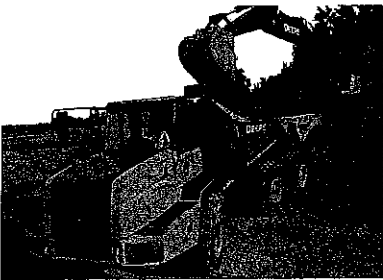
## Long Front Excavators

			DAY	WEEK	MONTH
210GLC (LF)	50' Reach	48,500 lbs.	\$1,400	\$4,670	\$12,600
250GLC (LF)	60' Reach	57,320 lbs.	1,600	5,330	14,400
290GLC (LF)	60' Reach	65,000 lbs.	1,800	6,000	16,200
350GLC (LF)	60' Reach	78,000 lbs.	2,000	6,670	18,000



## Rubber Tire Excavators

			DAY	WEEK	MONTH
190D	19' 0" Dig Depth	40,785 lbs.	\$700	\$2,330	\$6,300
220D	21' 1" Dig Depth	44,600 lbs.	1,000	2,700	9,000



## Off Road Haul Trucks

			DAY	WEEK	MONTH
250D	6 x 6	25 ton	N/A	\$3,700	\$10,000
300D	6 x 6	30 ton	N/A	4,830	13,000
370E	6 x 6	35 ton	N/A	5,180	14,000
410E	6 x 6	40 ton	N/A	5,570	15,000
460E	6 x 6	46 ton	N/A	6,670	18,000

## Off Road Water Trucks

			DAY	WEEK	MONTH
400D Water Wagon	6 x 6	8,000 gal.	\$1,500	\$5,000	\$13,500



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# Scrap Handling

DAY WEEK MONTH



## 85G

w/ 3rd Member Genesis GVP7 Multiprocessor and shear jaw	N/A	\$3,120	\$8,400
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## 130G

w/ 3rd Member Genesis GVP15 Multiprocessor with shear or cracker jaw	N/A	5,180	14,000
w/ extra shear or cracker jaw	N/A	930	2,500

## 210GLC

w/ 2nd Member Genesis GXP300R Shear	N/A	6,670	18,000
w/ 3rd Member Genesis GDR200 Demo Recycler	N/A	5,300	14,400

## 290GLC

w/ 2nd Member Genesis GXP440R Sheer	N/A	6,670	18,000
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## 350GLC

w/ 3rd Member Genesis GXP300R Shear	N/A	7,400	20,000
w/ 2nd Member Genesis GXP500R	N/A	9,630	26,000
w/ 2nd Member Genesis GXP660R	N/A	10,300	28,000
w/ 3rd Member Genesis LXP300R Processor with one jaw (shear, cracker, or pulverizer)	N/A	7,400	20,000
w/ extra jaw (shear, cracker, or pulverizer)	N/A	1,000	3,000
w/ Genesis GRS70 Rebar Cutter	445	1,500	4,000
w/ Genesis GMP70 Mechanical Pulverizer	N/A	4,800	12,900

## 350GLC

Material Handler Package	N/A	10,500	28,500
extra grapple or magnet	N/A	1,000	3,000

## 470GLC

w / 2nd Member Genesis GXP990R Shear	N/A	11,000	29,500
w/ 3rd Member Genesis GXP440R Shear	N/A	9,300	25,000
w/ 3rd Member Genesis GDR300 Demo Recycler	N/A	7,700	21,000

## Genesis Orange Peel Grapple

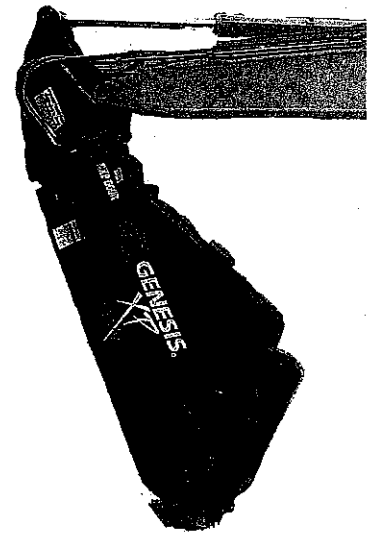
0.75 - 0.88 yard	220	725	2,000
1.0 - 1.5 yard	260	860	2,300
2.0 yard	280	925	2,500

**Customer liable for "ALL" blade rotation, blade and tooth replacement, welding and re-hardfacing in regards to hourly and daily maintenance that is specified in operator's manual.**

Inspect blades every eight hours of operation. Retorque loose bolts and replace broken bolts. Rotate blades when cutting edges are worn to a 1/8" (3mm) radius.

Recommended rotation intervals are approximately 40-80 hours, depending on the material being processed. Thin materials may require shorter rotation intervals. Blades must be replaced when all four edges are worn to 1/8" (3mm) radius.

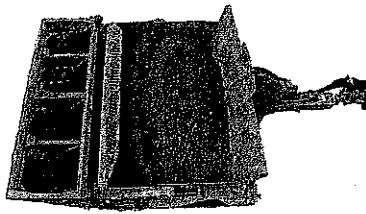
**\* For complete blade maintenance, please visit [www.erbrents.com/downloadcenter/genesismanual.pdf](http://www.erbrents.com/downloadcenter/genesismanual.pdf)**





## Tractors & Pans

			DAY	WEEK	MONTH
9510R	510HP	38,000 lbs.	N/A	\$4,450	\$12,000
9560R	560HP	42,000 lbs.	N/A	5,180	14,000
9560RT	560HP	42,000 lbs.	N/A	6,300	17,000
1812C	18 yard pan	Carry All	N/A	1,500	4,000
2112C	21 yard pan	Carry All	N/A	2,000	5,500
1810E	18 yard pan	Ejector	N/A	1,800	4,800
2112E	21 yard pan	Ejector	N/A	2,200	5,800



## Pull Behind Roller

		DAY	WEEK	MONTH
Warren DD	48" x 48"	\$300	\$700	\$2,000
Roll & Go	48" x 48"	N/A	1,300	3,500
Roll & Go	60" x 60"	N/A	1,800	5,000



## Pull Behind Offset Disks

			DAY	WEEK	MONTH
TAW-20S	114" Cut	528 lbs	N/A	\$1,150	\$3,200
TACW-16T	132" Cut	519 lbs	N/A	1,350	3,500
TRCW-16	150" Cut	960 lbs	N/A	1,650	4,500

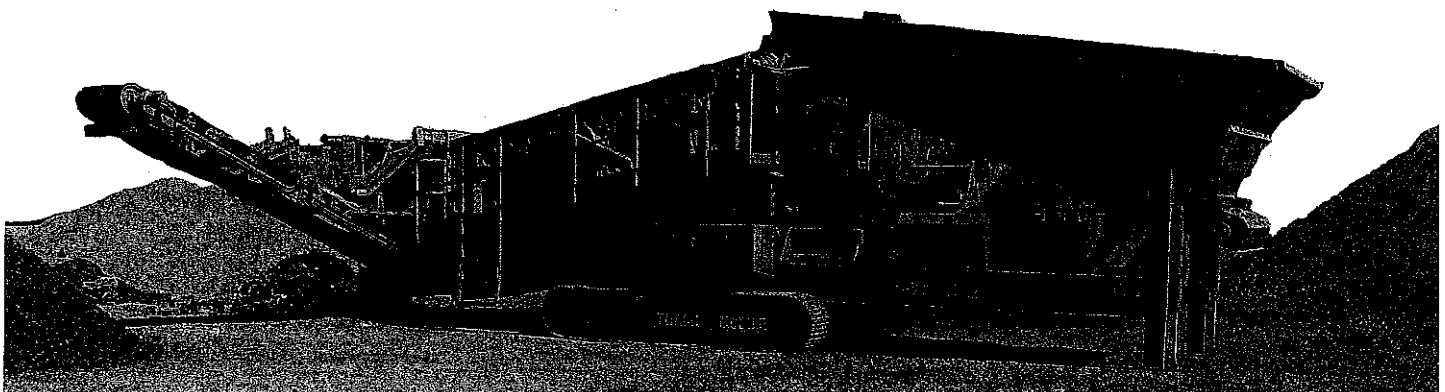
## Motorgraders

			DAY	WEEK	MONTH
672G AWD	240HP	33,820 lbs.	\$975	\$3,250	\$8,775
772G AWD	266HP	36,920 lbs.	1,050	3,500	9,450
872G AWD	287HP	38,240 lbs.	1,250	4,170	11,250
IGC Cab Kit & Components <u>ONLY</u> (Trimble / Top Con)			N/A	2,000	5,500



## Portable Screens

			DAY	WEEK	MONTH
5x12 Track Screen	11 yd <sup>3</sup>	23' x 48" Feeder	N/A	\$4,500	\$12,000
6x16 Wheel Screen	14.5 yd <sup>3</sup>	23' x 48" Feeder	N/A	5,000	13,500



## Wheel Loaders

			DAY	WEEK	MONTH
204K	59HP	1.00 - 1.40 yd <sup>3</sup> bkt.	\$280	\$930	\$2,520
244J	59HP	1.00 - 1.40 yd <sup>3</sup> bkt.	300	1,000	2,700
304K	64HP	1.00 - 1.40 yd <sup>3</sup> bkt.	325	1,080	2,925
324J	73HP	1.00 - 1.40 yd <sup>3</sup> bkt.	350	1,170	3,150
344K	97HP	1.50 - 2.00 yd <sup>3</sup> bkt.	400	1,330	3,600
444K	126HP	2.00 - 2.50 yd <sup>3</sup> bkt.	450	1,500	4,000
524K	146HP	2.25 - 2.75 yd <sup>3</sup> bkt.	500	1,670	4,500
544K	167HP	2.50 - 3.00 yd <sup>3</sup> bkt.	600	2,000	5,400
624K	198HP	3.00 - 3.50 yd <sup>3</sup> bkt.	700	2,330	6,300
644K	232HP	4.00 - 4.25 yd <sup>3</sup> bkt.	800	2,670	7,200
724K	264HP	4.25 - 4.75 yd <sup>3</sup> bkt.	900	3,000	8,100
744K	304HP	5.25 - 5.75 yd <sup>3</sup> bkt.	1,165	3,880	10,485
824K	333HP	6.00 - 6.75 yd <sup>3</sup> bkt.	N/A	4,820	13,000
844K	380HP	6.25 - 8.10 yd <sup>3</sup> bkt.	N/A	6,000	16,200
944K	500HP	9.00 yd <sup>3</sup> bkt.	N/A	8,830	23,850
Quick-Tach Fork Attachment (444K - 724K)			150	400	1,000



## Vibratory Asphalt Rollers

### TRENCH ROLLER

BMP851	24"/33"	3,370 lbs. 18,000 lbs.	\$300	\$1,000	\$2,700
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### TANDEM DRUM DRIVE

BW900AD	35"	2,900 lbs. 3,150 lbs.	200	670	1,800
BW120AD	47"	5,700 lbs. 12,600 lbs.	285	950	2,565
BW135AD	51"	7,850 lbs. 16,300 lbs.	320	1,070	2,880

**BOMAG**  
FAYAT GROUP



## Single Drum Compactors

### VIBRATORY ROLLER (SMOOTH OR PADFOOT)

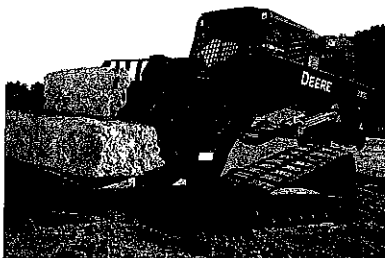
BW145	57"	11,500 lbs. 22,500 lbs.	\$400	\$1,330	\$3,600
BW177	66"	17,000 lbs. 30,375 lbs.	525	1,750	4,725
BW211/213	84"	32,000 lbs. 67,500 lbs.	635	2,120	5,715



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Detailed specs available at <http://www.erbrents.com>



## Compact Track Loaders

				DAY	WEEK	MONTH
319E	63HP	Rubber Track	1,900 lb. cap.	\$350	\$1,170	\$3,150
323E	68HP	Rubber Track	2,500 lb. cap.	375	1,250	3,375
329E	85HP	Rubber Track	2,900 lb. cap.	400	1,330	3,600
333E	95HP	Rubber Track	3,300 lb. cap.	450	1,500	4,050



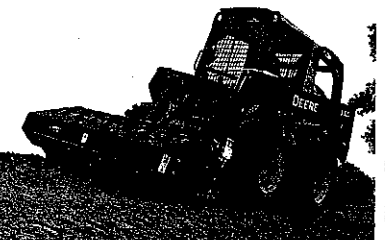
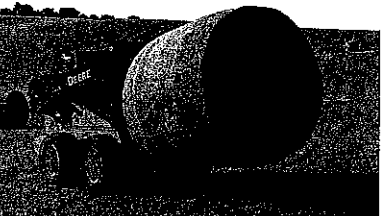
## Skid Steer Loaders

				DAY	WEEK	MONTH
318E	63HP	6,450 lbs.	1,800 lb. cap.	\$215	\$720	\$1,935
320E	68HP	6,600 lbs.	2,000 lb. cap.	225	750	2,025
326E	79HP	8,125 lbs.	2,600 lb. cap.	250	830	2,250
328E	85HP	8,400 lbs.	2,800 lb. cap.	275	920	2,475
332E	96HP	9,170 lbs.	3,200 lb. cap.	300	1,000	2,750



## Skid Steer Attachments

			DAY	WEEK	MONTH
NPK GH2 Breaker		500 ft. lbs.	\$205	\$680	\$1,845
HH60 Breaker		600 ft. lbs.	205	680	1,845
HH80 Breaker		800 ft. lbs.	220	730	1,980
Landscape - Power Rake			250	830	2,250
Pick Up Broom (Sweeper)			200	670	1,800
Auger w/ One Bit			100	330	900
Extra Auger Bit			40	130	360
Forks or Extra Bucket			75	250	675
Rotary Cutter			225	750	2,025
Dozer Blade			150	500	1,350
Scrap or Tine Grapple Bucket			100	330	900
Trencher			170	570	1,530
Utility Blade			100	300	900
Genesis GVP7 Shear			450	1,500	4,050
Tiller			100	330	900
Vibratory Roller			175	580	1,575
12" Cold Planer			250	830	2,250
24" Hi-Flow Cold Planer			350	1,170	3,150
24" Cold Planer with Motor			430	1,430	3,870
40" Cold Planer with Motor			560	1,870	5,040
MH60 Mulching Head			500	1,670	4,500



## Light Towers

	DAY	WEEK	MONTH
Light Tower	\$110	\$370	\$990

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## NPK Hydraulic Hammers

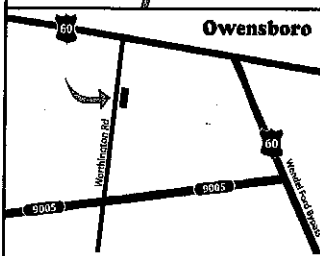
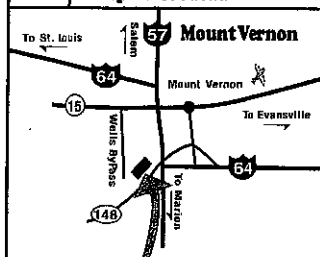
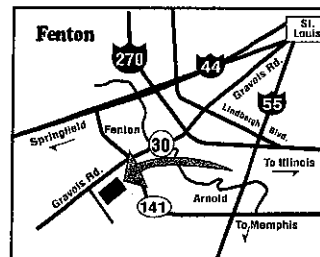
		DAY	WEEK	MONTH
PH4	1,300 ft. lbs.	\$350	\$1,170	\$3,150
GH6	2,000 ft. lbs.	500	1,670	4,500
GH7	2,500 ft. lbs.	600	2,000	5,400
GH9	3,000 ft. lbs.	700	2,300	6,300
GH10	4,000 ft. lbs.	800	2,670	7,200
GH12	5,500 ft. lbs.	950	3,170	8,550
GH15	8,000 ft. lbs.	1,100	3,670	9,000
GH18	12,000 ft. lbs.	1,335	4,450	12,000
GH23	13,500 ft. lbs.	1,780	5,930	16,000

**Hammer Tips:** Proper hammer maintenance & productivity depends on regular greasing of the chisel with the correct grease. Please grease our rental hammers on a regular basis (1-3 hrs). The most common demolition tool breakages are due to blank (dry) hammering and/or excessive prying. Chisel tool breakage is the user's responsibility.

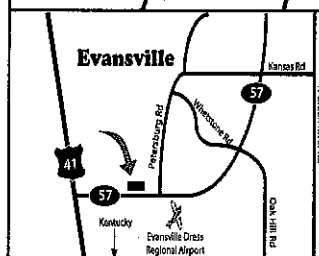
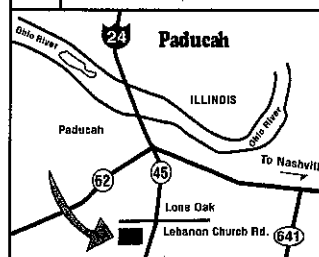
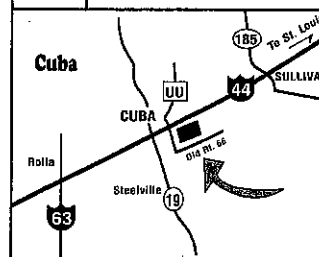
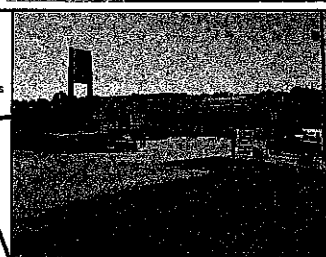
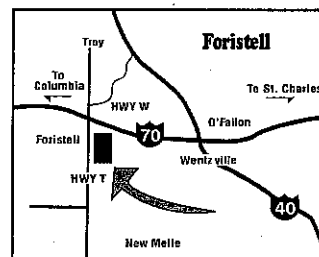
## NPK Compactors

		DAY	WEEK	MONTH
C2D	3,500 ft. lbs.	\$125	\$420	\$1,125
C4C	7,800 ft. lbs.	175	580	1,575
C6C	16,000 ft. lbs.	235	780	2,115
C8C	24,000 ft. lbs.	275	920	2,475
C10C	34,000 ft. lbs.	350	1,170	3,150

# NPK



**NEW OWENSBORO LOCATION  
OPENING SPRING 2015**





JOHN DEERE

# Equipment Rental Rates



JOHN DEERE

<b>17D EXCAVATOR</b> 4,173-lb. (1893 kg) operating weight 	<b>450J DOZER • LT/LGP</b> 70 net hp (52 kW) / 16,283–17,525-lb. (7388– 7949 kg) operating weight 	<b>204K LOADER</b> 59 net hp (44 kW) / 1.0–1.4-cu.-yd. (0.8–1.1 m <sup>3</sup> ) heaped bucket capacity 	<b>210K TRACTOR LOADER</b> 88 net hp / 1.0–1.25-cu.-yd. heaped bucket capacities 
<b>27D EXCAVATOR</b> 6,358–6,730-lb. operating weight 	<b>550K DOZER • XLT/LGP</b> 92 net hp (69 kW) / 19,290–20,272-lb. (8750– 9185 kg) operating weight 	<b>244J LOADER</b> 59 net hp (44 kW) / 1.0–1.4-cu.-yd. (0.8–1.1 m <sup>3</sup> ) heaped bucket capacities 	<b>310K BACKHOE LOADER</b> 88 net hp (66 kW) / 14-ft. 3-in. (4.34 m) digging depth 
<b>35G EXCAVATOR</b> 7,760-lb. (3520 kg) operating weight 	<b>650K DOZER • XLT/LGP</b> 104 net hp (78 kW) / 19,599–20,624-lb. (8890– 9355 kg) operating weight 	<b>304K LOADER</b> 64 net hp (48 kW) / 1.0–2.0-cu.-yd. (0.8–1.5 m <sup>3</sup> ) heaped bucket capacity 	<b>310SK BACKHOE LOADER</b> 96 net hp (72 kW) / 14-ft. 6-in. (4.42 m) digging depth 
<b>50G EXCAVATOR</b> 10,590-lb. (4804 kg) operating weight 	<b>700K DOZER • XLT/LGP</b> 125 net hp (93 kW) / 30,225–31,240-lb. (13 710– 14 170 kg) operating weight 	<b>324J LOADER</b> 73 net hp (54 kW) / 1.4-cu.-yd. (1.1 m <sup>3</sup> ) heaped bucket capacity 	<b>310SK TMC BACKHOE LOADER</b> 102 net hp (76 kW) / 14-ft. 11-in. (4.55 m) digging depth 
<b>60G EXCAVATOR</b> 13,547-lb. (6183 kg) operating weight 	<b>750K DOZER • STD/XLT/LGP</b> 155–165 net hp (116–123 kW) / 34,377–37,595-lb. (15 593– 17 054 kg) operating weight 	<b>344K LOADER</b> 97 net hp (72 kW) / 2.0-cu.-yd. (1.5 m <sup>3</sup> ) heaped bucket capacity 	<b>410K BACKHOE LOADER</b> 107 net hp (80 kW) / 15-ft. 10-in. (4.83 m) digging depth 
<b>75G EXCAVATOR</b> 17,952-lb. (8048 kg) operating weight 	<b>850K DOZER • STD/XLT/TWT/LGP</b> 187–205 net hp (139–152 kW) / 42,538–47,805-lb. (19 295– 21 684 kg) operating weight 	<b>444K LOADER</b> 124 net hp (92 kW) / 2.0–2.5-cu.-yd. (1.5–1.9 m <sup>3</sup> ) heaped bucket capacities 	<b>410K TMC BACKHOE LOADER</b> 106 net hp (79 kW) / 16-ft. 1-in. (4.90 m) digging depth 
<b>85G EXCAVATOR</b> 19,244-lb. (8637 kg) operating weight 	<b>950J DOZER • STD/LGP</b> 247 net hp (184 kW) / 56,361–59,255-lb. (25 565– 26 877 kg) operating weight 	<b>444K POWERLLEL LOADER</b> 124 net hp (92 kW) / 2.0–2.5-cu.-yd. (1.5–1.9 m <sup>3</sup> ) heaped bucket capacities 	<b>710K BACKHOE LOADER</b> 130 net hp (97 kW) / 17-ft. 10-in. (5.44 m) digging depth 
<b>130G EXCAVATOR</b> 29,468–31,896-lb. (12 388–14 481 kg) operating weight 	<b>1050J DOZER</b> 335 net hp (250 kW) / 77,843-lb. (35 309 kg) operating weight 	<b>524K LOADER</b> 141 net hp (105 kW) / 2.5–2.75-cu.-yd. (1.9–2.1 m <sup>3</sup> ) heaped bucket capacities 	<b>670G/GP TANDEM-DRIVE MOTOR GRADER</b> 162-220 net hp (121-164 kW) / 46,800-lb. (21 228 kg) maximum operating weight 
<b>135G EXCAVATOR</b> 30,617–32,819-lb. (13 900–14 900 kg) operating weight 	<b>WASTE HANDLER DOZERS</b> 205–335 net hp (152–250 kW) 	<b>544K LOADER</b> 163 net hp (121 kW) / 2.5–3.0-cu.-yd. (1.9–2.3 m <sup>3</sup> ) heaped bucket capacities 	<b>770G/GP TANDEM-DRIVE MOTOR GRADER</b> 170-245 net hp (127-183 kW) / 48,000-lb. (21 772 kg) maximum operating weight 
<b>160G LC EXCAVATOR</b> 39,685-lb. (18 017 kg) operating weight 	<b>605K LOADER</b> 110 SAE net hp (83 kW) / 1.7-cu.-yd. (1.3 m <sup>3</sup> ) bucket 	<b>544K POWERLLEL LOADER</b> 163 net hp (121 kW) / 2.5–3.0-cu.-yd. (1.9–2.3 m <sup>3</sup> ) heaped bucket capacities 	<b>870G/GP TANDEM-DRIVE MOTOR GRADER</b> 185-265 net hp (138-198 kW) / 48,620-lb. (22 054 kg) maximum operating weight 
<b>180G LC EXCAVATOR</b> 44,317-lb. (20 120 kg) operating weight 	<b>655K LOADER</b> 145 SAE net hp (110 kW) / 2.35-cu.-yd. (1.8 m <sup>3</sup> ) bucket 	<b>624K LOADER</b> 186 net hp (139 kW) / 3.5-cu.-yd. (2.7 m <sup>3</sup> ) heaped bucket capacity 	<b>672G/GP SIX-WHEEL-DRIVE MOTOR GRADER</b> 182-240 net hp (133-175 kW) / 48,000-lb. (21 772 kg) maximum operating weight 
<b>190D W WHEELED EXCAVATOR</b> 43,211–45,636-lb. (19 600–20 700 kg) operating weight 	<b>755K LOADER</b> 190 net rated hp (142 kW) / 3.14-cu.-yd. (2.4 m <sup>3</sup> ) bucket 	<b>644K LOADER</b> 232 net hp (173 kW) / 4.0–4.25-cu.-yd. (3.1–3.2 m <sup>3</sup> ) heaped bucket capacities 	<b>772G/GP SIX-WHEEL-DRIVE MOTOR GRADER</b> 206-268 net hp (151-198 kW) / 48,000-lb. (21 772 kg) maximum operating weight 
<b>210G LC EXCAVATOR</b> 50,463-lb. (22 910 kg) operating weight 	<b>319E COMPACT TRACK LOADER</b> 68 gross hp (51.7 kW) / 2,150-lb. (976 kg) rated operating capacity 	<b>644K POWERLLEL LOADER</b> 232 net hp (173 kW) / 4.0-cu.-yd. (3.0 m <sup>3</sup> ) heaped bucket capacity 	<b>872G/GP SIX-WHEEL-DRIVE MOTOR GRADER</b> 225-287 net hp (165-211 kW) / 48,620-lb. (22 054 kg) maximum operating weight 
<b>220D W WHEELED EXCAVATOR</b> 49,207–52,003-lb. (22 320–23 588 kg) operating weight 	<b>323E COMPACT TRACK LOADER</b> 74 gross hp (54.8 kW) / 2,590-lb. (1176 kg) rated operating capacity 	<b>724K LOADER</b> 264 net hp (197 kW) / 4.25–4.75-cu.-yd. (3.2–3.6 m <sup>3</sup> ) heaped bucket capacities 	<b>250D ARTICULATED DUMP TRUCK</b> 265 net hp (198 kW) / 18.0-cu.-yd. (13.8 m <sup>3</sup> ) heaped capacity 
<b>245G LC EXCAVATOR</b> 56,167-lb. (25 500 kg) operating weight 	<b>329E COMPACT TRACK LOADER</b> 83 net hp (62 kW) / 2,900-lb. (1317 kg) rated operating capacity 	<b>744K LOADER</b> 304 net hp (227 kW) / 5.25–5.75-cu.-yd. (4.0–4.4 m <sup>3</sup> ) heaped bucket capacities 	<b>300D ARTICULATED DUMP TRUCK</b> 285 net hp (212 kW) / 21.7-cu.-yd. (16.6 m <sup>3</sup> ) heaped capacity 
<b>250G LC EXCAVATOR</b> 55,736-lb. (25 281 kg) operating weight 	<b>333E COMPACT TRACK LOADER</b> 97 net hp (72 kW) / 3,300-lb. (1498 kg) rated operating capacity 	<b>824K LOADER</b> 333 net hp (248 kW) / 6.0–6.75-cu.-yd. (4.6–5.2 m <sup>3</sup> ) heaped bucket capacities 	<b>370E ARTICULATED DUMP TRUCK</b> 422 net hp (315 kW) / 26.8-cu.-yd. (20.5 m <sup>3</sup> ) heaped capacity 
<b>290G LC EXCAVATOR</b> 66,338-lb. (30 090 kg) operating weight 	<b>318E SKID STEER</b> 63 gross hp (47.1 kW) / 1,950-lb. (885 kg) rated operating capacity 	<b>844K-II LOADER</b> 380 net hp (283 kW) / 6.25–8.1-cu.-yd. (4.8–6.2 m <sup>3</sup> ) heaped bucket capacities 	<b>410E ARTICULATED DUMP TRUCK</b> 443 net hp (330 kW) / 29.7-cu.-yd. (22.7 m <sup>3</sup> ) heaped capacity 
<b>350G LC EXCAVATOR</b> 76,557-lb. (34 726 kg) operating weight 	<b>320E SKID STEER</b> 89 gross hp (65.7 kW) / 2,180-lb. (984 kg) rated operating capacity 	<b>944K LOADER</b> 500 net hp / 8.0-cu.-yd. heaped bucket capacities 	<b>460E ARTICULATED DUMP TRUCK</b> 481 net hp (359 kW) / 33.4-cu.-yd. (25.5 m <sup>3</sup> ) heaped capacity 
<b>470G LC EXCAVATOR</b> 108,952-lb. (49 420 kg) operating weight 	<b>326E SKID STEER</b> 74 gross hp (54.8 kW) / 2,690-lb. (1221 kg) rated operating capacity 	<b>9R 4WD SCRAPER TRACTOR</b> 460–560 hp (338–412 kW) 	<b>EJECTOR AND CARRYALL SCRAPERS</b> 15.0–21.5-cu.-yd. (11.5–16.5 m <sup>3</sup> ) heaped capacity 
<b>670G LC EXCAVATOR</b> 158,045-lb. (71 688 kg) operating weight 	<b>328E SKID STEER</b> 86 net hp (64 kW) / 2,800-lb. (1271 kg) rated operating capacity 	<b>9RT TRACK SCRAPER TRACTOR</b> 460–560 hp (338–412 kW) 	
<b>870G LC EXCAVATOR</b> 193,255-lb. (87 659 kg) operating weight 	<b>332E SKID STEER</b> 100 net hp (74.6 kW) / 3,200-lb. (1453 kg) rated operating capacity 		



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Edition 15



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
 WWW.JEFFCOMO.ORG



**Invitation for Bid: EQUIPMENT RENTAL SERVICES 2015      Date Issued: 07-21-2015**

**BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 18, 2015 AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**KURT W. WENGERT**  
 Department of Public Works  
 636-797-5427  
 kwengert@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**  
 Department of Administrative Services  
 636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

**SAMPLE ENVELOPE**

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>
<b>SEALED BID: (BID NAME)</b>	

**Contract Term:**  
 UPON APPROVAL OF THE  
 COUNTY COUNCIL AND  
 COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

Hertz Equipment Rental Corporation	Jason Oosterbeek
<b>Company Name</b>	<b>Authorized Agent (Print)</b>
3030 Market St.	
<b>Address</b>	<b>Signature</b>
Saint Louis, MO, 63103	Vice President
<b>City/State/Zip Code</b>	<b>Title</b>
314-568-5754	8-17-15      13-6174127
<b>Telephone #</b>	<b>Date      Tax ID #</b>
hercbids@hertz.com	866-777-0696
<b>E-mail</b>	<b>Fax #</b>

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## **\*REQUIRED DOCUMENTS\***

1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>  
Or
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.
3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)
4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)
5. Cooperative Bid Form (last page)
6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.
7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

**1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: \_\_\_\_\_"

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

**1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

**1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

**1.6 LATE BIDS:**

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

**1.7 BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

**1.14 BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

**1.15 BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcommo.org](http://www.jeffcommo.org). **NO COPIES** of bid tabulations are sent to vendors.

**2.0 BID RESPONSE AND CONTRACT**

**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

**2.2 TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

**2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

**2.4 PRICE:**

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

**2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

**2.6 NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**2.7 DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**2.9 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.10 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.11 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.12 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.13 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.



**2.15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:  
D-1. If supplier fails to deliver the items required by the contract within the time specified; or  
D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.  
D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

**2.20 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.21 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.22 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.23 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of Delaware.

**2.25 LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

### AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Jason Oosterbeek (Name of Business Entity Authorized Representative) as  
Vice President (Position/Title) first being duly sworn on my oath, affirm  
Hertz Equipment Rental Corporation (Business Entity Name) is enrolled and will continue to participate in the  
E-Verify federal work authorization program with respect to employees hired after enrollment in the program  
who are proposed to work in connection with the services related to the contract  
(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor,  
if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that  
Hertz Equipment Rental Corporation (Business Entity Name) does not and will not knowingly employ a person  
who is an unauthorized alien in connection with the contracted services related to  
the contract (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of  
the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

  
Authorized Representative's Signature

Jason Oosterbeek  
Printed Name

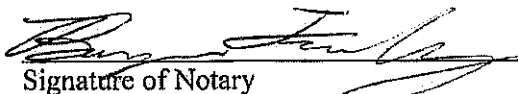
Vice President  
Title

8-17-15  
Date

Subscribed and sworn to before me this 17th of August 2015. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Lee, State of  
(NAME OF COUNTY)

Florida and my commission expires on 3-17-19.  
(NAME OF STATE) (DATE)


  
Signature of Notary

8-17-15  
Date



(Continued)

I certify that Hertz Equipment Rental Corporation (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

  
Authorized Business Entity  
Representative's Signature

Business Entity Name

Date \_\_\_\_\_

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

## **SPECIFICATIONS FOR RENTAL SERVICES**

The County of Jefferson is accepting Rental Rate Sheets for numerous Rental Services (without operator). Pricing is for supplying equipment (without operator) for County use. The County will pick up equipment at supplier, but may on occasion require delivery to the County's place of business. Supplier should price available equipment. Rates should be given for daily, weekly and monthly rental. Size of equipment to be determined on an individual project basis. Some examples will be provided below.

Contract shall be based on net price resulting from percentage discount from specified price lists. Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease. The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

Current price lists shall be provided to the County with the bidding documents. Do not use chain discounts; show one discount only.

Bidder must supply the County with a toll free telephone number for placing orders.

Vendor shall ensure equipment will be available within (5) five days from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

Rental equipment includes but is not limited to:

RUBBER TIRE BACKHOE with 1500-2000 lb. Breaker Hammer  
TRACK HOE with 2500-5000 lb. Breaker Hammer  
AIR COMPRESSORS AND AIR TOOLS  
GENERATORS  
BOBCATS (SKID STEERS) AND ATTACHMENTS  
COMPACTION EQUIPMENT  
EXCAVATION EQUIPMENT  
LIFTING/HOISTING EQUIPMENT  
MIXERS  
PUMPS  
PUMPERS  
SAWS  
BROOMS  
HYDRO FLUSHER/VACUUM TRUCK  
HYDRO FLUSHER TRUCK  
MILLING MACHINE  
TRACTOR WITH MOWER (SIDE MOUNT BRUSH HOG OR BOOM ATTACHMENT)

**Please list any other rental equipment not specified above.**

### TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance. All equipment will be rented as needed.

### CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

#### RATE SHEET PRICE

Available Equipment  
Picked up at your yard:

Delivery Charge to  
5275 State Highway B, Hillsboro:

#### PRICING OFFERED

Please see our pricing and delivery pricing  
on the attached US Communicates Gold  
pricing.

#### DISCOUNT

0 %

0 %

**RATE SHEET PRICES WILL REMAIN IN EFFECT UNTIL August 1, 2016. New rate sheets will be furnished for prices after August 1, 2016.**

If you cannot hold your price for one year, you will guarantee this price to remain in effect until:

2/28/2017

\_\_\_\_\_  
(DATE YOUR PRICES EXPIRE)

In emergency, can we call you after regular hours? YES ☒ NO ☐

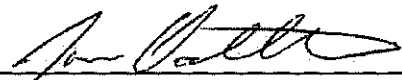
If yes, name party to call: Eric Holland \_\_\_\_\_

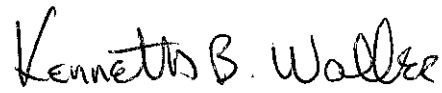
Telephone number: 314-568-5754 \_\_\_\_\_

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 17th day of August 2015:

Hertz Equipment Rental Corporation  
\_\_\_\_\_  
Company Name

County of Jefferson, State of Missouri

  
\_\_\_\_\_  
Signature  
Jason Oosterbeek

  
\_\_\_\_\_  
Kenneth B. Waller County Executive

Print

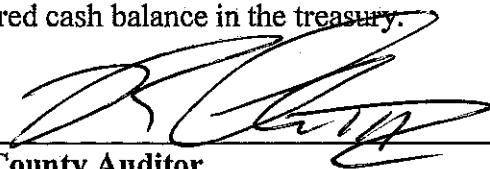
Company Address: \_\_\_\_\_

303 Market Street

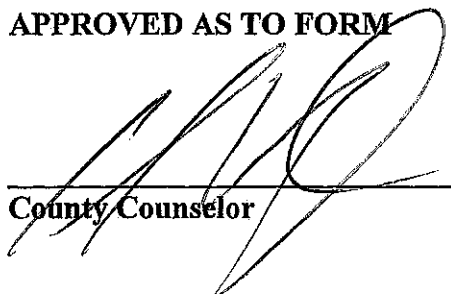
St. Louis, MO 63103

Phone: 314-534-8300

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counselor

# COOPERATIVE BID FORM

**Bid Name:** Hertz Equipment Rental Corporation

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

# COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes <sup>x</sup> No

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.**

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$

**BY:** Jason Oosterbeek

**TITLE:** Vice President

**COMPANY:** Hertz Equipment Rental Corporation

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

**Phone** **E-mail** hercbids@hertz.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**



# E-Verify Employment Eligibility Verification

## Company Location Administration

- [Register Company Location](#)
- [Maintain Company Locations](#)
- [Add New User](#)
- [View Existing Users](#)
- [Terminate Company Participation](#)

## Corporate Administration

- [Maintain Corporate Profile](#)
- [Add Corporate Administrator](#)
- [View Corporate Administrators](#)
- [Request Corporate Termination](#)

## User Administration

- [Change Password](#)
- [Pwd Challenge Q&A](#)
- [Change Profile](#)

## Reports

- [View Reports](#)

## Company Information

**Company Name:** The Hertz Corporation  
**Company ID Number:** 274550

### Physical Location:

**Address 1:** 5601 NW Expressway  
**Address 2:**  
**City:** Oklahoma City  
**State:** OK  
**Zip Code:** 73132  
**County:** OKLAHOMA

### Mailing Address

**Address 1:**  
**Address 2:**  
**City:**  
**State:**  
**Zip Code:**

**Employer Identification Number:** 131938568  
**Total Number of Employees:** 10,000 and over  
**Corporate / Parent Company:** The Hertz Corporation

### Organization Designation:

**Employer Category:** Federal Contractor with FAR E-Verify Clause  
**Federal Contractor Category:** None of these categories apply  
**Employees being verified:** All new hires and all existing employees assigned to a Federal contract

**NAICS Code:** 488 - SUPPORT ACTIVITIES FOR TRANSPORTATION

**Total Hiring Sites:** 1,703

**Total Points of Contact:** 3



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/14/2015

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

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

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1986 Attn: Hertz.cerrequest@marsh.com Fax 212-948-0979		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
100595-STND-MAIN-14-15 MILLER		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HERTZ GLOBAL HOLDINGS, INC. (SEE ATTACHED LISTING) 999 VANDERBILT BEACH ROAD NAPLES, FL 34108		<b>NAIC #</b>	
		INSURER A: ACE American Insurance Company 22867	
		INSURER B: Indemnity Ins Co Of North America 43575	
		INSURER C: ACE Fire Underwriters Insurance Company 20702	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

NYC-008173784-01

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G27340982	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48145772 (AOS) WLR C48145780 (AZ, CA, MA) SCF C48145784 (WI)	01/01/2015 01/01/2015 01/01/2015	01/01/2016 01/01/2016 01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

JEFFERSON COUNTY IS NAMED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY FOR ALL WORK CONTRACTUALLY OBLIGATED PURSUANT TO THE AGREEMENT.

**CERTIFICATE HOLDER****CANCELLATION**

JEFFERSON COUNTY 729 MAPLE ST HILLSBORO, MO 63060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

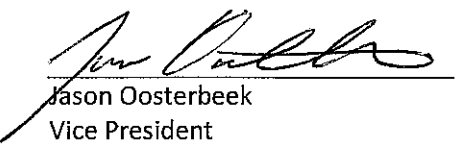
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## DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

To: Jefferson County Missouri  
729 Mapple St / PO Box 100  
Hillsboro, MO 6350-0100

Re: Equipment Rental Services 2015

I, Jason Oosterbeek, as a duty appointed representative of Hertz Equipment Rental Corporation do affirm that the company does not own any real estate or personal property in Jefferson County.

  
Jason Oosterbeek  
Vice President

### Acknowledgement


State of Florida )

County of Lee )

Sworn to and subscribed before me on this 26 day of August, 20 15

Personally known or produced identification:



  
Notary Public, State of Florida  
My Commission Expires:

3-17-19

# US COMMUNITIES GOLD



## AFFECTED REGIONS / BRANCHES

EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017

APPROVAL #: PENDING

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH
003 6714	TEMPORARY POWER BOX CORD 50A 50'		\$15	\$25	\$70
003 7354	TEMP PWR CABLE 5W 2X50' CAM BANDED		\$15	\$30	\$90
514 0001	MISC		\$145	\$400	\$800
549 0240	MISC		\$455	\$1,250	\$2,744
549 6908	MISC		\$15	\$25	\$50
626 0220	MISC		\$230	\$621	\$1,862
779 0520	MISC		\$130	\$349	\$697
779 0900	Created by EQPBAL		\$475	\$1,300	\$2,997

## ACCESSORIES

270 0030	FORK ATTACHMENT/WHEEL LOADER	MELROE 6540183, PEMBERTON L300608	\$30	\$70	\$300
270 0060	SWEEPER/LOADATT	MELROE 6707144	\$55	\$175	\$400
270 0080	ROOTRAKE/LOADER/LARGE W/O CLAMP	PEMBERTON L300, JRB QC300LR	\$55	\$200	\$400
270 0100	AUGER ATTACHMENT/LOADER	MELROE 6711874	\$45	\$110	\$285
270 0110	BUCKET/ATTACHMENT/GRAPPLE/WHEEL LOADATT	MELROE 6704770	\$40	\$110	\$305
270 0120	TRACK ATTACHMENT	MELROE MEL763T, GROUSER 13232-3	\$35	\$95	\$255
270 0130	BOOM/ATTACHMENT/LOADER	JRB	\$35	\$80	\$215
270 0180	FLOTATION TIRES/SKIDSTEER	AIRBOSS	\$40	\$105	\$275
270 0200	BUCKET/ATTACHMENT/LIGHT MATERIAL/LOADER	JRB	\$60	\$160	\$380
270 0230	SNOWBLADE/MANUAL/ATTACHMENT/LOADER	PRO-TECH	\$115	\$325	\$850
270 0240	SNOWBLADE/HYDRAULIC/ATTACHMENT/LOADER	JRB QC10SPH	\$60	\$160	\$380
270 0250	LOADER BUCKET/WHEEL LOADER	MELROE 6576903	\$30	\$75	\$190
270 0370	BUCKET SWING EXCAVATOR	POWERTIL TT-6	\$40	\$100	\$270
270 0500	BUCKET/ATTACHMENT/COMBINATION/LOADER		\$65	\$160	\$450

## AERIAL EQUIPMENT

451 0250	PLATFORM LIFT/25'/MANUAL/STD	GENIE IWP25SDC	\$55	\$150	\$410
451 0300	PLATFORM LIFT/30'/MANUAL/STD	GENIE AWP30, JLG	\$85	\$215	\$405
451 0360	PLATFORM LIFT/36'/MANUAL/STD	JLG AM36DC	\$70	\$205	\$510
452 0120	PLATFORM LIFT/12'/ELEC/STD	UPRIGHT TM12	\$65	\$180	\$360
452 0150	PLATFORM LIFT/15'/ELEC/STD	GENIE GS-1530	\$55	\$145	\$345
452 0190	PLATFORMLIFT/19'/EL SEE ALSO 452-0790	JLG 1930ES, GENIE GS-1930, SKYJACK 3219	\$75	\$145	\$370
452 0200	PLATFORM LIFT/20'/ELEC/STD	JLG 2030ES, GENIE GS-2032, SKYJACK 3220	\$75	\$145	\$400
452 0260	PLATFORM LIFT/26'/ELEC/STD	GENIE GS-2632 AND GS-2646, JLG 2630ES, SKYJACK 3226 AND 4626	\$85	\$185	\$485
452 0320	PLATFORM LIFT/32'/ELEC/STD	GENIE GS-3246, JLG 3246ES, SKYJACK 4632	\$100	\$315	\$675
452 0400	PLATFORM LIFT/40'/ELEC/STD	JLG 4069	\$210	\$525	\$1,295
452 0790	PLATFORMLIFT/19'/EL SEE ALSO 452-0190	JLG 1930ES, 1932E, AND GENIE GS-1930	\$75	\$145	\$370
453 0120	LIFT PERSONNEL/12'/ELEC/VERTICAL LIFT	GENIE GR-12	\$85	\$175	\$375
453 0150	LIFT PERSONNEL/15'/ELEC/VERTICAL LIFT	GENIE GR-15	\$85	\$175	\$375
453 0200	LIFT PERSONNEL/20'/ELEC/VERTICAL LIFT	JLG 20MVL	\$95	\$200	\$400

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**EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017**
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<b>AERIAL EQUIPMENT</b>					
455	0260	PLATFORM LIFT/26'/MEDITERRAIN/4X4/DSL	GENIE GS-2668RT	\$140	\$395 \$925
455	0320	PLATFORM LIFT/32'/MEDITERRAIN/4X4/DSL	GENIE GS-3268RT	\$145	\$355 \$1,000
458	0260	PLATFORM LIFT/26'/MEDIUM TERRAIN/4X4/DF	GENIE GS-2668RT	\$140	\$420 \$970
458	0430	PLATFORM LIFT/43'/MEDIUM TERRAIN/4X4/DF		\$210	\$600 \$1,500
461	0330	PLATFORM LIFT/33'/ROUGH TERRAIN/4X4/DL	GENIE GS-3384RT, JLG 3394RT	\$185	\$450 \$1,225
461	0430	PLATFORM LIFT/43'/ROUGH TERRAIN/4X4/DF	GENIE GS-4390RT, JLG 4394RT	\$220	\$520 \$1,500
461	0530	PLATFORM LIFT/53'/ROUGH TERRAIN/4X4/DF	GENIE GS-5390RT	\$235	\$685 \$1,785
461	0730	PLATFORM LIFT/33'/ROUGH TERRAIN/4WD/DSL	GENIE GS-3384RT, JLG 3394RT	\$210	\$510 \$1,385
461	0830	PLATFORM LIFT/43'/ROUGH TERRAIN/4WD/DSL		\$230	\$535 \$1,545
461	0930	PLATFORM LIFT/53'/ROUGH TERRAIN.4WD/DSL	GENIE GS-5390RT	\$285	\$780 \$2,150
463	0600	BOOM/60'/4W/ARTICULATING/BIPOWERED	JLG M600J	\$285	\$795 \$2,150
465	0450	BOOM/45'/2W/ARTICULATING/DUALFUEL	JLG 45HA, JLG 450A	\$200	\$550 \$1,550
465	0600	BOOM/60'/2W/ARTICULATING/DUALFUEL	JLG 600A	\$285	\$795 \$2,150
466	0450	BOOM/45'/4W/ARTICULATING/DUALFUEL	GENIE Z45/25, JLG 450A	\$200	\$550 \$1,550
466	0600	BOOM/60'/4W/ARTICULATING/DUALFUEL	GENIE Z60/34, JLG 600A	\$285	\$795 \$2,150
466	0800	BOOM/80'/4W/ARTICULATING/DUALFUEL	JLG 800A	\$495	\$1,435 \$3,995
467	0450	BOOM/45'/2W/ARTICULATING/DSL	GENIE Z45/25, JLG 450A	\$200	\$550 \$1,550
468	0340	BOOM/34'/4W/ARTICULATING/DSL	GENIE Z34/22	\$205	\$565 \$1,380
468	0400	BOOM/40'/4W/ARTICULATING/DSL	JLG 40HA	\$190	\$550 \$1,495
468	0450	BOOM/45'/4W/ARTICULATING/DSL	GENIE Z45/25, JLG 450A	\$200	\$550 \$1,550
468	0600	BOOM/60'/4W/ARTICULATING/DSL	GENIE Z60/34, JLG 600A	\$285	\$795 \$2,150
468	0800	BOOM/80'/4W/ARTICULATING/DSL	GENIE Z80, JLG 800A	\$495	\$1,435 \$3,995
468	0930	BOOM/125'/4W/ARTICULATING/DSL	JLG 1250AJP	\$950	\$2,730 \$7,350
468	0940	BOOM/135'/4W/ARTICULATING/DSL	GENIE Z-135/70	\$1,190	\$3,850 \$8,500
469	0300	BOOM/30'/2W/ARTICULATING/ELEC	GENIE Z30/20N, JLG E300A	\$150	\$450 \$1,195
469	0340	BOOM/34'/2W/ARTICULATING/ELEC	GENIE Z34/22N	\$165	\$475 \$1,295
469	0400	BOOM/40'/2W/ARTICULATING/ELEC	JLG E400A	\$210	\$580 \$1,590
469	0450	BOOM/45'/2W/ARTICULATING/ELEC	GENIE Z45/25, JLG E450A	\$210	\$525 \$1,595
469	0600	BOOM/60'/2W/ARTICULATING/ELEC		\$285	\$800 \$2,425
469	0860	BOOM/60'/4W/ARTICULATING/ELEC	JLG E600J	\$330	\$925 \$2,150
474	0340	MANLIFT/TOWABLE TRAILER/34'	GENIE TZ34/20	\$170	\$425 \$1,125
474	0500	MANLIFT/TOWABLE TRAILER/50'	GENIE TZ50/30	\$190	\$525 \$1,350
477	0400	BOOM/40'/2W/TELESCOPIC/DSL	GENIE S-40, JLG 400S	\$190	\$550 \$1,495
478	0600	BOOM/60'/2W/TELESCOPIC/DUALFUEL	JLG 60H, SNORKEL TBA60R	\$285	\$830 \$2,095
481	0400	BOOM/40'/4W/TELESCOPIC/DSL	GENIE S-40, JLG 400S	\$190	\$550 \$1,495
481	0450	BOOM/45'/4W/TELESCOPIC/DSL	GENIE S-45	\$200	\$550 \$1,550
481	0600	BOOM/60'/4W/TELESCOPIC/DSL	GENIE S-60, JLG 600S	\$285	\$795 \$2,150
481	0660	BOOM/66'/4W/TELESCOPIC/DSL	GENIE S-65, JLG 660S	\$340	\$735 \$2,195
481	0800	BOOM/80'/4W/TELESCOPIC/DSL	GENIE S-80, JLG 800S	\$495	\$1,435 \$3,995
481	0850	BOOM/85'/4W/TELESCOPIC/DSL	GENIE S-85	\$520	\$1,545 \$4,095
481	0860	BOOM/86'/4W/TELESCOPIC/DSL	JLG 860S	\$520	\$1,545 \$4,095
481	0920	BOOM/120'/4W/TELESCOPIC/DSL	JLG 1200S	\$945	\$2,650 \$7,295
481	0930	BOOM/125'/4W/TELESCOPIC/DSL	GENIE S-125	\$950	\$2,730 \$7,350
481	0950	BOOM/135'/4W/TELESCOPIC/DSL	JLG 1350S	\$1,190	\$3,850 \$8,500
482	0400	BOOM/40'/4W/TELESCOPIC/DUALFUEL	GENIE S-40, JLG 400S	\$190	\$550 \$1,495
482	0450	BOOM/45'/4W/TELESCOPIC/DUALFUEL	GENIE S-45	\$200	\$550 \$1,550
482	0600	BOOM/60'/4W/TELESCOPIC/DUALFUEL	JLG 600S	\$285	\$795 \$2,150
482	0660	BOOM/66'/4W/TELESCOPIC/DUALFUEL	GENIE S-65	\$330	\$810 \$2,195
482	0800	BOOM/80'/4W/TELESCOPIC/DUALFUEL	JLG 80HX, GENIE S-80	\$495	\$1,435 \$3,995

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IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH	
<b><u>AERIAL EQUIPMENT</u></b>						
482	0850	BOOM/85'4W/TELESCOPIC/DUALFUEL	GENIE S-85	\$520	\$1,545	\$4,095
486	0280	BUCKET TRUCK/28'/GAS		\$405	\$1,110	\$2,850
486	0310	BUCKET TRUCK/31'/GAS		\$435	\$1,195	\$2,910
487	0290	BUCKET TRUCK/29'/DSL	FORD FSUPER	\$345	\$1,200	\$2,900
487	0300	BUCKET TRUCK/30'/DSL	ALTEC AT-200A	\$435	\$1,195	\$2,900
487	0310	BUCKET TRUCK/31'/DSL	FORD FSUPER	\$435	\$1,195	\$2,925
487	0340	BUCKET TRUCK/34'/DSL	FORD F550BKT	\$415	\$1,135	\$2,495
487	0360	BUCKET TRUCK/36'/DSL		\$460	\$1,255	\$2,595
487	0380	BUCKET TRUCK/38'/DSL		\$385	\$1,300	\$2,695
487	0480	BUCKET TRUCK/48'/DSL	HIRANGER 5FA48P, GMC C7H042-5	\$515	\$1,405	\$4,175
487	0570	BUCKET TRUCK/57'/DSL	TEREX XT-5	\$625	\$1,715	\$5,095
487	0940	BUCKET TRUCK/34'/GAS	FORD F550BKT	\$485	\$1,325	\$3,175
<b><u>AIR MOVING EQUIPMENT</u></b>						
003	0038	AIR HOSE 300PSI 3/4"X50'		\$10	\$15	\$35
003	0352	CLOTH WRAP AIR HOSE 350PSI 2"X50'		\$25	\$55	\$166
003	5949	WIRE WRAP AIR HOSE 400PSI 3"X25'		\$60	\$154	\$461
008	0930	COMPRESSOR/ATTACHMENT/WATER SEPARATOR 1"	LA-MAN 140	\$40	\$115	\$325
534	0080	FAN TRAILER MOUNTED		\$75	\$225	\$550
714	0020	BLOWER/FLOOR DRYER/ELECTRIC	COPPUS CP20	\$20	\$50	\$100
<b><u>AIR TOOLS &amp; ACCESSORIES</u></b>						
015	0300	CLAY DIGGER/30-39#/AIR	APT 119	\$40	\$100	\$260
030	0200	POST DRIVER/AIR	RHINO PD5560	\$15	\$35	\$65
039	0100	SCALER/PLAIN/AIR	EDCO ALR-5	\$40	\$95	\$255
039	0400	SCALER/PISTON/AIR		\$10	\$20	\$65
039	0500	SCALER/NEEDLE/SCALER FLUX/AIR	TXPNEUMA TX1BLTN	\$20	\$50	\$140
051	0020	AIR AFTER COOLER 1001-2000 CFM		\$200	\$545	\$1,250
052	0040	DRYER/750-1400CFM/AIR	DELTECH LS760	\$265	\$730	\$2,050
052	0050	DRYER/1500-1800CFM/AIR	AIRTEK W1500ED, I-R RD1600	\$5	\$10	\$2,400
<b><u>ARTH MOVING EQUIPMENT</u></b>						
282	0400	WHEEL LOADER/4YD/MP BKT/DSL		\$765	\$2,110	\$5,800
<b><u>AUXILLARY FUEL TANKS</u></b>						
680	0170	800 GALLON FUEL TANK/ DIESEL	WESTERN 30TCG	\$85	\$220	\$485
680	0240	2500 GALLON TANK		\$275	\$750	\$1,500
<b><u>CARTS</u></b>						
780	0030	CART/4WHEEL/GAS	CLUBCAR XRT1200, IR XRT-1500	\$90	\$225	\$470
780	0040	CART/4X2/GAS	JDEERE GATOR 4 X 2	\$80	\$220	\$450
780	0110	CART/4WHEEL/DSL	JDEERE HPX4X4, KUBOTA RTV900W	\$95	\$235	\$495
782	0210	CART/AUTO/3W/1-2PASSENGER/ELEC	CUSHMAN 320A, TAYLOR-DUNN SS5-34 OR SS5-36	\$65	\$175	\$405
783	0140	CART/AUTO/4W/ELEC/BURDEN/2000# - 2499#	CUSHMAN, TAYLOR-DUNN B2-10	\$75	\$160	\$325
783	0160	CART/AUTO/4W/ELEC/BURDEN/3000# - 3999#	CUSHMAN 336 OR 352, TAYLOR-DUNN B2-48	\$70	\$190	\$430

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<b>COMPACTION EQUIPMENT</b>					
070 0140	TAMPER/30-39#/AIR	APT 131521	\$35	\$85	\$170
070 0160	TAMPER/40-49#/AIR		\$35	\$80	\$210
073 0020	PLATE COMPACTOR/200# TO 299#/REVERSABLE	WACKER BPU2440	\$70	\$185	\$440
073 0030	PLATE COMPACTOR/300# TO 399#/REVERSABLE	DYNAPAC LH300H	\$70	\$185	\$440
073 0040	PLATE COMPACTOR/400# TO 499#/REVERSABLE	STONE RP650G	\$80	\$210	\$515
073 0060	PLATE COMPACTOR/600# TO 699#/REVERSABLE	WACKER BPU3345	\$80	\$225	\$550
073 0070	PLATE COMPACTOR/700# TO 799#/REVERSABLE	STONE RP780G	\$80	\$235	\$550
073 0100	PLATE COMPACTOR/1000# TO 1100#/REVERSE	WACKER DPU6055	\$115	\$300	\$765
075 0010	PLATE COMPACTOR/100# TO 199#/STD/GAS	MULTIQUIP MVC90H	\$55	\$150	\$355
075 0020	PLATE COMPACTOR/200# TO 299#/STD/GAS	WACKER WP1550A	\$55	\$150	\$420
076 0320	RAMMER/100-199#/GAS	WACKER BS600	\$70	\$185	\$500
077 0320	RAMMER/100-199#/DSL	MULTIQUIP MT76D	\$70	\$185	\$500
077 0900	RAMMER/AIR	JET JET-00T, TEXAS TX-6T	\$15	\$30	\$80
082 0980	REMOTE FOR ROLLER/SOLAR	MULTIQUIP68528	\$5	\$10	\$15
083 0250	ROLLER/WALK/25"/VIBRAT/SMOOTH/DOUBLED RUM	MULTIQUIP MRH800DS	\$205	\$570	\$1,285
085 0010	ROLLER/RIDE/1-TON/VIBRAT/SMOOTH/DBLDRUM	WACKER RD11A, IR DD-12	\$170	\$575	\$1,350
085 0030	ROLLER/RIDE/3-TON/VIBRAT/SMOOTH/DBLDRUM	IR DD-24, DD-30	\$175	\$590	\$1,395
088 0050	ROLLER/RIDE/5-TON/VIBRA/PADFOOT/SNGLDRUM	IR SD-45FB	\$285	\$770	\$2,035
088 0080	ROLLER/RIDE/8-TON/VIBRA/PADFOOT/SNGLDRUM	I-R SD-70FB	\$315	\$920	\$2,535
094 0220	ROLLER/TRENCH/22"/VIBRAT/DBL DRUM	WACKER RT56-SC	\$185	\$465	\$1,190
094 0240	ROLLER/TRENCH/24"/VIBRAT/DBL DRUM	RAMMAX P24HHMR	\$155	\$465	\$1,220
094 0320	ROLLER/TRENCH/32"/VIBRAT/DBL DRUM	WACKER RT82-SC	\$175	\$490	\$1,350
094 0330	ROLLER/TRENCH/33"/VIBRAT/DBL DRUM	RAMMAX P33HHMR	\$155	\$515	\$1,350
094 0340	ROLLER/TRENCH/34"/VIBRAT/DBL DRUM		\$240	\$665	\$1,440
095 0020	ROLLER/RIDE/2-TON/VIBRAT/SMOOTH/SNGLDRUM		\$215	\$650	\$1,660
095 0050	ROLLER/RIDE/5-TON/VIBRAT/SMOOTH/SNGLDRUM	I-R SD-45D, VIBROMAX VM46D	\$275	\$750	\$1,995
095 0080	ROLLER/RIDE/8-TON/VIBRAT/SMOOTH/SNGLDRUM	I-R SD70D, VIBROMAX VM75D	\$325	\$995	\$2,795
095 0110	ROLLER/RIDE/11-TON/VIBRA/SMOOTH/SNGLDRUM	I-R SD-100D	\$380	\$1,230	\$3,650
098 0030	ROLLER ATTACHMENT PADFOOT/5 TON	PADFOOT KIT	\$50	\$120	\$325
098 0040	ROLLER ATTACHMENT PADFOOT/8 TON	PADFOOT KIT	\$100	\$263	\$475
098 0050	ROLLER ATTACHMENT PADFOOT/11 TON		\$115	\$235	\$475
225 0300	COMPACTION WHEEL/ATTACH/18"/BACKHOE	AMERICAN DC-18S	\$55	\$150	\$375
225 0310	COMPACTION WHEEL/ATTACH/24"/BACKHOE	AMERICAN DC-24S	\$90	\$95	\$240
711 0030	TAMPER/HYD/3000-3999#	KENT KHP30	\$95	\$260	\$525
711 0060	TAMPER/HYD/6000-6999#	KENT KHP65	\$105	\$275	\$575

**COMPRESSORS**

001 0001	COMPRESSOR/UNDER 10 CFM/GAS	EMGLO, MK5HGA8P	\$30	\$75	\$195
001 0020	COMPRESSOR/20CFM/GAS/PORTABLE	I-R 247SF11G	\$35	\$75	\$200
005 0050	COMPRESSOR/5HP/RECIPROCATING/STAT/ELEC	QUINCY 325L	\$60	\$154	\$461
005 0100	COMPRESSOR/10HP/RECIPROCATING/STAT/ELEC	QUINCY QTH11K3	\$75	\$194	\$581
005 0250	COMPRESSOR/25HP/RECIPROCATING/STAT/ELEC	QUINCY 5120LR	\$110	\$292	\$876
005 0260	COMPRESSOR/25HP/ROTARY SCREW/STST/ELEC	QUINCY QSB40	\$115	\$308	\$923
005 0500	COMPRESSOR/50HP/ROTARY SCREW/STAT/ELEC	QUINCY QSI245	\$150	\$410	\$1,230
005 0750	COMPRESSOR/75HP/ROTARY SCREW/STAT/ELEC		\$170	\$461	\$1,384
005 0900	COMPRESSOR/100HP/ROTARY SCREW/STST/ELEC	QUINCY QSI500	\$205	\$564	\$1,691
005 0920	COMPRESSOR/125HP/ROTARY SCREW/STST/ELEC		\$410	\$1,128	\$3,383
005 0950	COMPRESSOR/150HP/ROTARY SCREW/STAT/ELEC	QUINCY QSI750	\$300	\$820	\$2,460

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<b>COMPRESSORS</b>					
005	0980 COMPRESSOR/200HP/ROTARY SCREW/STAT/ELEC		\$425	\$1,238	\$3,383
005	0990 COMPRESSOR/300HP/ROTARY SCREW/STAT/ELEC	QUINCY QSI1500	\$560	\$1,538	\$4,613
006	0010 COMPRESSOR/1600 OIL FREE/125PSI/DS		\$1,540	\$3,795	\$9,900
006	0160 COMPRESSOR/160CFM/DSL/PORTABLE	ATLASCOP XAS76DD	\$65	\$165	\$450
006	0180 COMPRESSOR/185CFM/DSL/PORTABLE	I-R P185WJD	\$65	\$165	\$450
006	0370 COMPRESSOR/375CFM/DSL/PORTABLE	I-R XP375WCU, HP375WCU, XP375AWIR, HP375AWIR	\$125	\$425	\$945
006	0750 COMPRESSOR/750CFM/DSL/PORTABLE	I-R HP750WCU, XP750WCU	\$265	\$740	\$1,755
006	0820 COMPRESSOR/825CFM/DSL/PORTABLE	I-R XP825WCU	\$270	\$735	\$1,765
006	0880 COMPRESSOR/750CFM/INSTRUMENT QL/DSL/PT		\$440	\$1,235	\$2,970
006	0890 COMPRESSOR/1600CFM/INSTRUMENT QL/DSL/PT	I-R HP1600IQ	\$640	\$1,705	\$3,870
006	0900 COMPRESSOR/900CFM/DSL/PORTABLE	I-R HP915WCU	\$280	\$735	\$2,250
006	0960 COMPRESSOR/1600CFM/DSL/PORTABLE	I-R HP1600WCU	\$545	\$1,495	\$3,780
007	0001 COMPRESSOR/1-9CFM/ELECT/STATIONARY	EMGLO AM78HC4	\$20	\$50	\$115
<b>CONCRETE &amp; MASONRY EQUIPMENT</b>					
100	0050 CONCRETE BUCKET/1/2 YD	GARBRO 413G	\$30	\$75	\$215
100	0100 CONCRETE BUCKET/1 YD	GARBRO 427-R	\$40	\$110	\$290
100	0200 CONCRETE BUCKET/2 YD	GARBRO 462G	\$55	\$145	\$395
106	0160 BUGGY CONCRETE/16 CF/RIDE/GAS	MORRISON PB16R	\$95	\$205	\$550
118	0360 TROWEL CONCRETE/36"/WALK BEHIND	WACKER CT36ADT, WHITEMAN J45H	\$50	\$140	\$330
118	0460 TROWEL CONCRETE/46"/WALK BEHIND	WHITEMAN B48H	\$55	\$155	\$430
118	0480 TROWEL CONCRETE/48"/WALK BEHIND	WACKER CT48ADT	\$60	\$160	\$435
122	0080 PLANER/8"/GAS	EDCO CMP8	\$165	\$450	\$1,050
122	0580 PLANER/8"/ELEC	EDCO CPM85H	\$155	\$425	\$1,000
128	0020 MIXER/CONCRETE/2 CU FT/ELECTRIC	CANOGA 80	\$35	\$80	\$135
128	0030 MIXER/CONCRETE/3 CU FT/ELECTRIC	KUSHLAN 350P	\$20	\$55	\$150
128	0040 MIXER/CONCRETE/4 CU FT/ELECTRIC	MULTIQUI SB4E	\$35	\$80	\$190
129	0090 MIXER/CONCRETE/9 CU FT/GAS	WHITEMAN WC62PH8	\$75	\$200	\$565
130	0080 MIXER/MORTAR/8 CU FT/GAS	STONE 855PM	\$65	\$175	\$485
130	0090 MIXER/MORTAR/9 CU FT/GAS	WHITEMAN WM900SH	\$65	\$175	\$485
130	0120 MIXER/MORTAR/12 CU FT/GAS	WHITEMAN WM120PH	\$75	\$200	\$600
137	0001 VIBRATOR/STANDARD/ELECTRIC	MULTIQUI PMA-2, WACKER M2000	\$40	\$110	\$290
137	0010 VIBRATOR/STANDARD/1HP/ELECTRIC	VIBER TV5	\$45	\$110	\$290
137	0020 VIBRATOR/STANDARD/2HP/ELECTRIC	WACKER M2000, MULTIQUIP PMA-2	\$50	\$110	\$300
137	0030 VIBRATOR/STANDARD/3HP/ELECTRIC	MULTIQUIP PMA-3	\$60	\$120	\$325
140	0001 VIBRATOR/HIGH CYCLE/ELECTRIC	MULTIQUIP VH52A6M	\$40	\$110	\$300
141	0040 VIBRATOR/PENCIL/ELEC/2HP/1"HEAD/7"SHAFT		\$40	\$110	\$300
141	0100 VIBRATOR/PENCIL/ELEC/2HP/1"HEAD/14"SHAFT	MULTIQUI PMA-2	\$45	\$115	\$305
141	0120 VIBRATOR/PENCIL/ELEC/2HP/1"HEAD/10"SHAFT	MULTIQUI PMA-2	\$65	\$170	\$390
141	0380 VIBRATOR/ELEC/2HP/STANDARD H/21'S		\$75	\$200	\$450
759	0520 PURIFIER/SCRUBBER	BOBCAT 6661616, MINEX 2718ID	\$145	\$400	\$200
<b>COOLING &amp; HEATING EQUIPMENT</b>					
534	0010 FAN/PEDESTAL	A-C AMB2421	\$15	\$40	\$90
534	0020 FAN/EVAPORATOR	GENERALS 1K547	\$45	\$120	\$340
534	0030 FAN/FLOOR	A-C PC6323, RAMFAN UB20	\$20	\$45	\$100
534	0040 FAN/BOX	ALLMOND FE-30, PORTA PACPE36	\$15	\$40	\$90
713	0040 HEATER/40000-49999 BTU/LPG/PATIO	TEECO HC100GR, PROCHEF 140100	\$90	\$90	\$180

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**AFFECTED REGIONS / BRANCHES**
**EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017**
**APPROVAL #: PENDING**

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH
<b>COOLING &amp; HEATING EQUIPMENT</b>					
715 0250	HEATER/250000-259000 BTU/LPG/POT	MASTER TC200V, UNIVERSA 250VC	\$91	\$91	\$182
716 0050	HEATER/50000-59999 BTU/KERO/SPACE	UNIVERSA K50-FA	\$52	\$52	\$105
718 0120	HEATER/120000-129999 BTU/KERO/SPACE		\$55	\$55	\$110
716 0150	HEATER/150000-159999 BTU/KERO/SPACE	DESA B150F	\$83	\$83	\$165
716 0170	HEATER/170000-179999 BTU/KERO/SPACE		\$96	\$96	\$193
716 0200	HEATER/200000-299999 BTU/KERO/SPACE	MASTER TC200V	\$124	\$124	\$248
716 0300	HEATER/300000-309999 BTU/KERO/SPACE		\$382	\$382	\$765
718 0350	HEATER/350000-359999 BTU/KERO/SPACE	DAYTON 3E358, MASTER B350D	\$382	\$382	\$765
716 0400	HEATER/400000-449999 BTU/OIL		\$495	\$495	\$990
716 0600	HEATER/600000-650000 BTU/KERO/SPACE	MASTER B600D	\$440	\$440	\$880
716 0700	HEATER/700000-799999 BTU/DSL/INDIRECT		\$1,097	\$1,097	\$2,194
716 0720	HEATER/700000-799999 BTU/SELF CONTAINED		\$3,297	\$3,297	\$6,595
716 0800	HEATER/80000-89999 BTU/DSL/INDIRECT		\$3,297	\$3,297	\$6,595
716 0880	HEATER/270000-279999 BTU/DSL/INDIRECT		\$231	\$231	\$462
716 0890	HEATER/ ELECTRIC/ 150 KW		\$1,647	\$1,647	\$3,295
717 0030	HEATER/30000-39999 BTU/LPG/SPACE	UNIVERSA 35-FAC	\$41	\$41	\$82
717 0080	HEATER/80000-89999 BTU/LPG/SPACE	UNIVERSA 80FAC	\$61	\$61	\$121
717 0120	HEATER/120000-129999 BTU/LPG/SPACE		\$83	\$83	\$165
717 0150	HEATER/150000-159999 BTU/LPG/SPACE	UNIVERSAL 150FAST	\$102	\$102	\$204
717 0170	HEATER/170000-179999 BTU/LPG/SPACE		\$138	\$138	\$275
717 0370	HEATER/370000-379999 BTU/LPG/SPACE	DESA BLP375	\$193	\$193	\$385
717 0400	HEATER/400000-449999 BTU/LPG/SPACE	HEATWAGO VG400, HEATWAGO GP400IDF	\$206	\$206	\$413
731 0200	HEATER/GROUND/5000-6000 SQ FT THAW/DSL	THAWZALL 20105A	\$3,575	\$3,575	\$7,150
779 0100	3.5 AIR CONDITIONER/HEAT PUMP		\$255	\$700	\$1,400
779 0110	50 TON SKID MOUNT AIR CONDITIONER		\$1,185	\$3,250	\$6,500
779 0150	AIR COND/PORTABLE/100T/AC/PUMP PACKAGE		\$725	\$1,989	\$5,989
779 0160	AIR COND/PORTABLE/200T/AC/PUMP PACKAGE		\$1,450	\$3,989	\$10,984
779 0170	AIR COND/PORTABLE/500T/AC/PUMP PACKAGE		\$3,455	\$9,500	\$20,894
971 0200	HEATER/200000 BTU/ELEC/SPACE	HEATWAGO P6000	\$602	\$602	\$1,204
<b>CRANES</b>					
307 0080	CRANE/CARRYDECK/8TON/DUALFUEL/SNGLEAXLE	BRODERSON IC80-3G AND SHUTTLELIFT 3330FL	\$375	\$975	\$2,700
307 0150	CRANE/CARRYDECK/15TON/DUALFUEL/SNGLAXLE	BRODERSON IC2003F	\$545	\$1,510	\$3,915
308 0080	CRANE/CARRYDECK/8TON/DSL/SINGLE AXLE	BRODERSON IC803G	\$375	\$975	\$2,925
308 0150	CRANE/CARRYDECK/15TON/DSL/SINGLE AXLE	BRODERSON IC2003F	\$545	\$1,510	\$3,915
311 0230	CRANE/TRUCK/23TON/DSL/DUAL AXLE	NATIONAL	\$705	\$1,940	\$5,340
312 0150	CRANE/TRUCK/15TON/DSL/SINGLE AXLE	GMC C7H042, FORD F800	\$440	\$1,220	\$3,350
312 0170	CRANE/TRUCK/17TON/DSL/SINGLE AXLE	TEREX BT3470	\$450	\$1,245	\$3,425
312 0180	CRANE/TRUCK/18TON/DSL/SINGLE AXLE	NATIONAL 571E	\$450	\$1,275	\$3,495
<b>CREATED BY EQPBAL</b>					
514 0200	Created by EQPBAL		\$440	\$1,200	\$2,400
<b>DEMOLITION EQUIPMENT</b>					
013 0080	BREAKER/1-19#/AIR	IR 3A2SA	\$30	\$70	\$180
013 0300	BREAKER/30-39#/AIR	I-R PB35A, SULLAIR MPB30A, KENT 20R	\$30	\$70	\$180

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EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017

APPROVAL #: PENDING

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH
<b>DEMOLITION EQUIPMENT</b>					
013	0400	BREAKER/40-49#/AIR	I-R PB 35AS	\$35	\$85 \$195
013	0600	BREAKER/60-69#/AIR	I-R MX60, SULLAIR MPB-60A	\$35	\$85 \$200
013	0800	BREAKER/80-89#/AIR	I-R MX90, SULLAIR MPB-90A, KENT 125R	\$35	\$85 \$205
013	0900	BREAKER/90-99#/AIR	APT 180 & KB91	\$35	\$95 \$225
026	0220	CHIPPING HAMMER/7-12#/AIR/RETAINER	I-R 3A2S, SULLAIR MCH-3	\$30	\$75 \$160
026	0230	CHIPPING HAMMER/13-18#/AIR/RETAINER	KENT KCB-3, I-R W1A1	\$35	\$80 \$170
026	0240	CHIPPING HAMMER/19-25#/AIR/RETAINER	KENT KCB4, APT 454, BOSCH 11311	\$35	\$80 \$180
026	0250	CHIPPING HAMMER/26-31#/AIR/RETAINER	I-R 93LA1	\$35	\$80 \$180
026	0320	CHIPPING HAMMER/7-12#/AIR/RIVET BUSTER	TEXAS TX-CH34B	\$35	\$90 \$235
026	0330	CHIPPING HAMMER/13-18#/AIR/RIVET BUSTER	TOKU RB91	\$35	\$90 \$235
026	0340	CHIPPING HAMMER/19-25#/AIR/RIVET BUSTER	I-R 9001, KENT K800	\$35	\$95 \$260
026	0350	CHIPPING HAMMER/26-31#/AIR/RIVET BUSTER	APT 133	\$50	\$125 \$260
511	0150	BREAKER/1-19#/ELEC	BOSCH 11313EVS, WACKER EHB7S	\$50	\$130 \$330
511	0200	BREAKER/20-29#/ELEC	BOSCH 11311	\$55	\$145 \$370
511	0600	BREAKER/60-69#/ELEC	BOSCH 11304	\$60	\$155 \$390
512	0500	BREAKER/50-59#/GAS	WACKER BH-23	\$70	\$180 \$420
709	0010	BREAKER/HYD/200#	MELROE 6707020	\$140	\$385 \$775
709	0030	BREAKER/HYD/401-600#	STANLEY MB356, KENT KF4	\$125	\$400 \$905
709	0040	BREAKER/HYD/800#	RAMMER S25	\$195	\$595 \$950
709	0060	BREAKER/HYD/1200#	KENT KF9, STANLEY MB15	\$175	\$495 \$1,095
709	0110	BREAKER/HYD/2200#/EXCAVATOR	STANLEY MB30EX	\$520	\$1,295 \$2,590
709	0150	BREAKER/HYD/3000#/EXCAVATOR	KENT KHB15II, TRAMAC 900	\$550	\$1,505 \$3,010
709	0250	BREAKER/HYD/5000#/EXCAVATOR	TRAMAC BRV32, KENT KHB30GII	\$395	\$1,095 \$3,295
709	0300	BREAKER/HYD/7401-7600#/EXCAVATOR	KENT KF45QT	\$980	\$2,695 \$6,300
709	0330	BREAKER/HYD/401-600#/EXCAVATOR		\$150	\$450 \$1,065
<b>DRILL EQUIPMENT AND TOOLS</b>					
019	0600	ROCK DRILL/60-69#/AIR	APT 155	\$35	\$85 \$200
<b>EARTH MOVING EQUIPMENT</b>					
200	0070	DOZER/70-79 HP/STANDARD TRACK/DSL	JDEERE 450J	\$320	\$950 \$2,925
200	0080	DOZER/80-89 HP/STANDARD TRACK/DSL	JDEERE 550J	\$350	\$1,185 \$3,195
200	0090	DOZER/90-99 HP/STANDARD TRACK/DSL	JDEERE 650J	\$365	\$1,210 \$3,255
200	0280	DOZER/80-89 HP/STANDARD TRACK/DSL/CAB	DEERE 550J	\$380	\$1,235 \$3,395
200	0290	DOZER/90-99 HP/STANDARD TRACK/DSL/CAB	DEERE 650J, DEERE 650J, DEERE 650J, CASE 850K	\$455	\$1,255 \$3,850
201	0070	DOZER/70-79 HP/WIDETRACK/DSL	JDEERE 450J-LGP, KOMATSU D31PX-21	\$360	\$1,000 \$2,950
201	0080	DOZER/80-89 HP/WIDETRACK/DSL	JDEERE 550J-LGP, KOMATSU D37PX-21	\$380	\$1,195 \$3,195
201	0090	DOZER/90-99 HP/WIDETRACK/DSL	JDEERE 650J-LGP, KOMATSU D39PX-21	\$395	\$1,295 \$3,495
201	0110	DOZER/110-119 HP/WIDETRACK/DSL	JDEERE 700J-LGP	\$595	\$1,415 \$3,750
201	0270	DOZER/70-79 HP/WIDETRACK/DSL/CAB	DEERE 450J-LGP	\$380	\$1,235 \$3,375
201	0280	DOZER/80-89 HP/WIDETRACK/DSL/CAB		\$385	\$1,300 \$3,510
201	0290	DOZER/90-99 HP/WIDETRACK/DSL/CAB	DEERE 650J-LGP, DEERE 650H-LGP, CASE 850K-LGP	\$475	\$1,470 \$3,870
201	0340	DOZER/140-149 HP/WIDETRACK/DSL/CAB		\$760	\$2,565 \$6,525
201	0370	DOZER/170-185 HP/WIDETRACK/DSL/CAB		\$935	\$2,575 \$8,500

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<b>EARTH MOVING EQUIPMENT</b>					
206	0050 CRAWLER LOADER/1 1/2 YD/GENERAL/DSL	TAKEUCHI TL130, BOBCAT T190	\$215	\$620	\$1,395
206	0060 CRAWLER LOADER/7501-9500LBS/GEN/DSL	BOBCAT T250	\$235	\$645	\$1,775
206	0070 CRAWLER LOADER/3/4 YD/GENERAL/DSL	TAKEUCHI TL150, BOBCAT T300	\$240	\$695	\$1,695
220	0050 BACKHOE/65-74HP/2WD/STD/DSL	JDEERE 310G, CASE 580M	\$220	\$550	\$1,850
221	0050 BACKHOE/65-74HP/4WD/STD/DSL	JDEERE 310G, CASE 580M	\$220	\$550	\$1,850
221	0080 BACKHOE/86-95HP/4WD/STD/DSL	CASE 590SL	\$285	\$805	\$2,070
221	0250 BACKHOE/65-74HP/4WD/STD/DSL/CAB		\$230	\$690	\$1,895
221	0280 BACKHOE/86-95HP/4WD/STD/DSL/CAB		\$330	\$855	\$2,115
224	0020 LOADER/20-29HP/4WD/DSL	JDEERE 3120	\$135	\$355	\$1,110
224	0050 LOADER/60-75HP/4WD/DSL	JDEERE 210LE, CASE 570MXT	\$180	\$550	\$1,650
225	0010 COUPLER/BACKHOE	CP 030	\$10	\$20	\$40
225	0040 AUGER ATTACHMENT/TRACKMACHINE(DINGO)/30"	TORO 22400	\$35	\$85	\$220
225	0050 AUGER ATTACHMENT/TRACTOR	GEARMORE X2750H2	\$70	\$190	\$290
225	0070 FORK ATTACHMENT/LOADER TRACTOR/BACKHOE	CTI 60S	\$20	\$55	\$155
225	0090 ROOT RAKE/TRACTOR/LARGE W/O CLAMP	LACOUR 9F	\$70	\$190	\$290
225	0110 THUMB ATTACHMENT/BACKHOE	AMULET UH23, WERKBRAU EZG100L	\$20	\$45	\$130
225	0170 BOX BLADE MOUNTING KIT/LOADER TRACTOR	KUBOTA FDC48	\$20	\$45	\$125
225	0240 MOWER/ROTARY/ATTACHMENT/LOADER	MELROE 6714670	\$110	\$335	\$1,000
225	0250 MOWER/ROTARY/ATTACHMENT/TRACTOR	KUBOTA MOWER	\$45	\$120	\$320
225	0270 TILLER/ATTACHMENT/40-49"/TRACTOR	KUBOTA FL1021RC	\$55	\$155	\$405
225	0280 TIRE ASSEMBLY ATTACHMENT/LOADER	MELROE 853	\$40	\$110	\$250
225	0450 BACKHOE/ATTACHMENT/LOADER TRACTOR	MELROE 709	\$45	\$120	\$450
225	0780 BUCKET ATTACHMENT/8"/BACKHOE/CRIBBING		\$25	\$60	\$175
225	0900 BUCKET/8"/TRENCH/BACKHOE	CP 08020	\$25	\$55	\$85
225	0920 BUCKET/12"/TRENCH/BACKHOE	CP 12030-2	\$25	\$55	\$100
225	0930 BUCKET/18"/TRENCH/BACKHOE	CP 24040-2	\$25	\$55	\$110
225	0940 BUCKET/24"/TRENCH/BACKHOE	GANNON SR03814	\$25	\$55	\$125
225	0950 BUCKET/30"/TRENCH/BACKHOE	CP 30030-2	\$25	\$60	\$135
225	0960 BUCKET/36"/TRENCH/BACKHOE	CP 36101-3	\$35	\$80	\$145
226	0050 BACKHOE/65-74HP/4WD/EXTENDAHOE/DSL	CASE 580M, JDEERE 310G	\$230	\$690	\$1,850
226	0070 BACKHOE/75-85HP/4WD/EXTENDAHOE/DSL	JDEERE 410G	\$330	\$920	\$2,200
226	0110 BACKHOE/110-119H/4WD/EXTENDAHOE/DSL	JDEERE 710G	\$480	\$1,400	\$3,845
226	0250 BACKHOE/65-74HP/4WD/EXTENDAHOE/DSL/CAB	DEERE 310G, DEERE 310G, DEERE 310G, CASE 580M	\$230	\$690	\$1,850
226	0270 BACKHOE/75-85HP/4WD/EXTENDAHOE/DSL/CAB	DEERE 410G, DEERE 410G, DEERE 410G, DEERE 410G	\$330	\$900	\$2,250
226	0280 BACKHOE/86-95HP/4WD/EXTENDAHOE/DSL/CAB	CASE 580SM, CASE 580SM, CASE 580SM, CASE 580SM	\$330	\$895	\$2,340
226	0290 BACKHOE/96-99HP/4WD/EXTENDAHOE/DSL/CAB		\$350	\$1,085	\$2,595
226	0470 BACKHOE/75-85HP/4WD/EXTENDAHOE/DSL/CBAIR		\$395	\$1,090	\$3,000
229	0130 ROAD GRADER/130-139HP/DSL	JDEERE 670D	\$1,120	\$3,085	\$7,925
240	0730 TRACKMACHINE/WALK BEHIND/25HP/DIESEL		\$210	\$625	\$1,080
240	0860 TRACKMACHINE/SOIL CULTIVATOR	TORO 23101	\$75	\$220	\$650
240	0870 TRACKMACHINE/LOADER BUCKET ATTACH		\$10	\$30	\$90
240	0900 TRACKMACHINE/WALK BEHIND/20HP/DSL	BOBCAT MT52	\$185	\$500	\$760
240	0910 TRACKMACHINE/WALK BEHIND/25HP/GAS	TORO TX-425	\$155	\$430	\$1,055
240	0920 TRACKMACHINE/WALK BEHIND/20HP/GAS	TORO TX-420	\$155	\$415	\$1,050
240	0930 TRACKMACHINE/LEVELER ATTACH	TORO 22419	\$20	\$40	\$90
240	0950 TRACKMACHINE/TRENCHER ATTACH	TORO 22447	\$40	\$95	\$235
240	0980 TRACKMACHINE/FORK ATTACH	TORO 22418	\$10	\$30	\$90

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<b>EARTH MOVING EQUIPMENT</b>					
246 0001	EXCAVATOR/UP TO 2 METRIC TON/CRAWLER/DSL	BOBCAT 323, TAKEUCHI TB016, JDEERE 17ZTS	\$145	\$545	\$1,325
246 0010	EXCAVATOR/2-3 METRIC TON/CRAWLER/DSL	BOBCAT 325 AND 328, TAKEUCHI TB125, JDEERE 27D	\$155	\$595	\$1,345
246 0020	EXCAVATOR/3-4 METRIC TON/CRAWLER/DSL	BOBCAT 331 AND 334, TAKEUCHI TB135, JDEERE 35D	\$165	\$605	\$1,350
246 0030	EXCAVATOR/6-8 METRIC TON/CRAWLER/DSL	JDEERE 80C, TAKEUCHI TB175, BOBCAT 442	\$275	\$835	\$2,595
246 0040	EXCAVATOR/4-6 METRIC TON/CRAWLER/DSL	BOBCAT 337 AND 341, TAKEUCHI TB145 AND TB53FR, JDEERE 50D	\$220	\$620	\$1,695
246 0050	EXCAVATOR/12-14 METRIC TON/CRAWLER/DSL	JDEERE 120C AND 135C, KOMATSU PC120 AND PC138	\$400	\$1,200	\$3,595
246 0070	EXCAVATOR/14-16 METRIC TON/CRAWLER/DSL	JDEERE 160CLC, KOMATSU PC160	\$535	\$1,475	\$4,050
246 0100	EXCAVATOR/19-21 METRIC TON/CRAWLER/DSL	JDEERE 200CLC, KOMATSU PC200	\$535	\$1,595	\$4,695
246 0120	EXCAVATOR/21-24 METRIC TON/CRAWLER/DSL	CASE 9040B, KOBELCO SK220LC	\$625	\$1,795	\$5,495
246 0180	EXCAVATOR/24-28 METRIC TON/CRAWLER/DSL	JDEERE 240DLC	\$735	\$2,240	\$6,165
246 0200	EXCAVATOR/28-33 METRIC TON/CRAWLER/DSL	JDEERE 270DLC	\$895	\$2,995	\$7,000
246 0230	EXCAVATOR/33-40 METRIC TON/CRAWLER/DSL	JDEERE 350DLC	\$995	\$2,995	\$8,400
246 0500	EXCAVATOR/19-21METRICTON/CRAWLER/LONGARM	JDEERE 200CLC LONG ARM	\$1,095	\$2,895	\$6,785
248 0010	BUCKET/ATTACHMENT/EXCAVATOR	CP36200E2	\$25	\$55	\$160
248 0040	THUMB/ATTACHMENT/EXCAVATOR	PEMBER HH200M	\$50	\$140	\$390
248 0050	GRAPPLE/ATTACHMENT/HYD/EXCAVATOR	WAIN-ROY 009-902	\$125	\$345	\$950
248 0420	BUCKET/12"/TRENCH/MINI EXCAVA UP TO 8MT	CP 12027-2, CP 12027-2, CP 12027-2, CP 12026-2	\$20	\$35	\$75
248 0440	BUCKET/16"/TRENCH/MINI EXCAVA UP TO 8MT		\$20	\$40	\$90
248 0450	BUCKET/18"/TRENCH/MINI EXCAVA UP TO 8MT		\$20	\$45	\$90
248 0470	BUCKET/24"/TRENCH/MINI EXCAVA UP TO 8MT	CP 24027-2, CP 24027-2, CP 24027-2, CP 24027-2	\$25	\$50	\$95
248 0480	BUCKET/30"/TRENCH/MINI EXCAVA UP TO 8MT		\$25	\$50	\$95
248 0490	BUCKET/36"/TRENCH/MINI EXCAVA UP TO 8MT		\$25	\$50	\$95
248 0510	BUCKET/18"/TRENCH/EXCAVA/12-16MT		\$30	\$50	\$90
248 0520	BUCKET/24"/TRENCH/EXCAVA/12-16MT		\$35	\$60	\$130
248 0530	BUCKET/30"/TRENCH/EXCAVA/12-16MT		\$35	\$60	\$150
248 0540	BUCKET/36"/TRENCH/EXCAVA/12-16MT		\$40	\$75	\$175
248 0560	BUCKET/48"/TRENCH/EXCAVA/12-16MT		\$40	\$85	\$225
248 0600	BUCKET/24"/TRENCH/EXCAVA/19-24MT		\$45	\$85	\$155
248 0620	BUCKET/36"/TRENCH/EXCAVA/19-24MT		\$45	\$95	\$175
248 0630	BUCKET/42"/TRENCH/EXCAVA/19-24MT		\$45	\$105	\$185
248 0640	BUCKET/48"/TRENCH/EXCAVA/19-24MT		\$50	\$125	\$195
248 0660	BUCKET/60"/TRENCH/EXCAVA/19-24MT		\$45	\$95	\$195
248 0670	BUCKET/24"/TRENCH/EXCAVA/OVER 24MT		\$40	\$95	\$140
248 0710	BUCKET/48"/TRENCH/EXCAVA/OVER 24MT		\$45	\$115	\$195
248 0720	BUCKET/54"/TRENCH/EXCAVA/OVER 24MT		\$50	\$125	\$225
248 0730	BUCKET/60"/TRENCH/EXCAVA/OVER 24MT		\$55	\$125	\$245
248 0750	BUCKET/72"/TRENCH/EXCAVA/OVER 24MT		\$60	\$135	\$265
248 0760	BUCKET/60"/TRENCH/EXCAVA/12-16MT		\$40	\$95	\$185
248 0910	BUCKET/72"/TRENCH/EXCAVA/19-24MT		\$50	\$110	\$225
259 0010	SKIDSTEER/250#-750# OPERATE CAP/4W/DSL	BOBCAT 463	\$135	\$340	\$900
259 0020	SKIDSTEER/751#-1250# OPERATE CAP/4W/DSL	BOBCAT 553	\$135	\$345	\$900
259 0030	SKIDSTEER/1251#-1750# OPERATE CAP/4W/DSL	BOBCAT S130, S150 AND S175	\$150	\$350	\$925
259 0050	SKIDSTEER/1751#-2750# OPERATE CAP/4W/DSL	BOBCAT S185 AND S220	\$165	\$395	\$995

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<b>EARTH MOVING EQUIPMENT</b>					
259 0060	SKIDSTEER/2251#-2750# OPERATE CAP/4W/DSL	BOBCAT S250	\$185	\$415	\$1,200
261 0100	WHEEL LOADER/1YD/GEN BKT/DSL	JDEERE 244E	\$270	\$725	\$1,965
261 0250	WHEEL LOADER/2 1/2YD/GEN BKT/DSL	VOLVO L70C, JDEERE 544H, CASE	\$425	\$1,250	\$3,495
261 0300	WHEEL LOADER/3YD/GEN BKT/DSL	JDEERE 544J, CASE 621D, KOMATSU WA250	\$445	\$1,335	\$3,950
261 0350	WHEEL LOADER/3 1/2YD/GEN BKT/DSL	JDEERE 624J, CASE 721D, KOMATSU WA320	\$560	\$1,545	\$4,250
261 0400	WHEEL LOADER/4YD/GEN BKT/DSL	JDEERE 644J, CASE 821C, KOMATSU WA380	\$585	\$1,695	\$5,250
261 0410	WHEEL LOADER/4-1/4YD/GEN BKT/DSL	DEERE 644J, DEERE 644J, CASE 821C, DEERE 644J	\$595	\$1,795	\$5,395
261 0450	WHEEL LOADER/4-1/2YD/GEN BKT/DSL	DEERE 644J, DEERE 644J, DEERE 644J, DEERE 644K	\$625	\$1,875	\$5,485
261 0500	WHEEL LOADER/5YD/GEN BKT/DSL	JDEERE 744J	\$1,005	\$2,725	\$7,900
261 0520	WHEEL LOADER/5 1/4YD/GEN BKT/DSL		\$1,010	\$2,780	\$8,000
261 0570	WHEEL LOADER/5.75YD/GEN BKT/DSL		\$1,025	\$2,835	\$8,250
262 0250	WHEEL LOADER/2 1/2CY/MP BKT/DSL	JDEERE 544J	\$500	\$1,300	\$3,950
262 0270	WHEEL LOADER/2 3/4YD/MP BKT/DSL	JDEERE 624G, CASE 721B	\$580	\$1,595	\$4,230
262 0470	WHEEL LOADER/4 3/4YD/MP BKT/DSL	DEERE 744H	\$1,025	\$2,775	\$6,250
270 0520	LOADER BUCKET/SKID STEER		\$20	\$40	\$115
270 0530	LOADER BUCKET/BACKHOE		\$30	\$55	\$145
270 0550	BUCKET/ATTACHMENT/GRAPPLE/SKIDSTEER		\$45	\$115	\$315
270 0800	SNOWBLADE ATT/BACKHOE/MANUAL ANGLING		\$75	\$200	\$495
271 0030	SKIDSTEER/ATTACHMENT/HYD RAKE/ROCK HOUND	RANKIN LR6	\$55	\$175	\$400
271 0040	SKIDSTEER/ATTACHMENT/PALLET FORKS/STAND		\$25	\$75	\$200
271 0050	SKIDSTEER/ATTACHMENT/SWEEPER	BOBCAT 6707144, BOBCAT 6707144, BOBCAT 6707837, BOBCAT 6707144	\$95	\$200	\$475
271 0060	SKIDSTEER/ATTACHMENT/TRENCHER		\$150	\$460	\$1,095
271 0070	SKIDSTEER/ATTACHMENT/AUGER	MCMILLEN X1475, BOBCAT 6809442, BOBCAT 6809445, BOBCAT 6809445	\$90	\$185	\$310
271 0080	SKIDSTEER/ATTACHMENT/SNOW BLOWER		\$75	\$205	\$535
271 0090	SKIDSTEER/ATTACHMENT/ANGLE BOOM		\$35	\$90	\$225
271 0110	SKIDSTEER/ATTACHMENT/PLANNER		\$500	\$1,450	\$2,200
271 0130	SKIDSTEER/ATTACHMENT/ROTARY CUTTER		\$125	\$395	\$1,135
271 0230	SKIDSTEER/ATTACHMENT/BUCKET		\$30	\$55	\$145
271 0270	EXCAVATOR/MINI/ATTACHMENT/AUGER		\$65	\$185	\$420
271 0300	SKIDSTEER/ATTACHMENT/GRAPPLE/36"	BOBCAT 7135737, SKIDWRKS BG36, BOBCAT 6728251, AI SCRAPBKT	\$60	\$160	\$340
271 0340	SKIDSTEER/ATTACHMENT/GRAPPLE/48"		\$60	\$165	\$375
271 0350	SKIDSTEER/ATTACHMENT/GRAPPLE BUCKET/60"	BOBCAT 6706599, BOBCAT 6706599, BOBCAT 6706599A, BOBCAT 6706599	\$45	\$110	\$360
271 0360	SKIDSTEER/ATTACHMENT/GRAPPLE BUCKET/66"		\$50	\$125	\$400
271 0370	SKIDSTEER/ATTACHMENT/GRAPPL BUCKET/72"	BOBCAT 6714561, BOBCAT 6714561, BOBCAT 6714561, BOBCAT 6714561	\$65	\$170	\$460
271 0380	SKIDSTEER/ATTACHMENT/GRAPPLE BUCKET/80"		\$65	\$170	\$415
271 0400	SKIDSTEER/ATTACHMENT/GRAPPLE BUCKET/73"		\$50	\$125	\$315
271 0440	SKIDSTEER ATTACHMENT/COMBINATION BUCKET		\$55	\$185	\$475

## **ELECTRICAL EQUIPMENT**

003 7190	POWER CORD QUAD BOX 50FT		\$20	\$50	\$75
514 0030	CAM FED TO 4/100A CAMLOCK SPLITTER BOX NEMA 3R RUBBER		\$65	\$175	\$350
514 0400	ELECTRICAL PANEL I LINE 400 AMP		\$110	\$300	\$600

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<b>ELECTRICAL EQUIPMENT</b>					
514 0800	ELECTRICAL PANEL I LINE 800AMP		\$255	\$700	\$1,400
531 0001	POWER CENTER/PORTABLE	PTS TPB50, ERICSON 6506G	\$15	\$25	\$75
531 0050	PORTABLE 200 AMP QUAD BOX		\$75	\$200	\$400
538 0010	ARROW BOARD	AMIDA DSLE25, ALLMOND 2200/SE	\$75	\$245	\$425
539 0010	MESSAGE BOARD/SOLAR/TOWABLE LARGE	ADDCO DH1000	\$135	\$370	\$1,050
539 0040	MESSAGE BOARD/SOLAR/TOWABLE MEDIUM		\$115	\$435	\$1,235
<b>FLOOR AND VACUUM EQUIPMENT</b>					
758 0190	SWEEPER/RIDE ON/4 WHEEL	BROCE RJ350, LAYMOR 8C	\$240	\$675	\$1,325
758 0200	SWEEPER/RIDE ON/3 WHEEL	BROCE BB250, LAYMOR 8HC	\$175	\$575	\$1,195
758 0210	4 WHEEL SWEEPER W/ ENCLOSED CAB		\$255	\$700	\$1,620
<b>FORKLIFTS &amp; ACCESSORIES</b>					
403 0050	FORKLIFT/WHS/STRMAST/5000#/CUSHTIRE/LPG	CLARK GCX25E	\$120	\$320	\$1,010
404 0050	FORKLIFT/WHS/STRMAST/5000#/PNEUTIRE/DUAL	TOYOTA 7FGU25, CAT P5000	\$105	\$355	\$825
404 0060	FORKLIFT/WHS/STRMAST/6000#/PNEUTIRE/DUAL	TOYOTA 7FGU30, CAT P6000	\$120	\$420	\$1,050
404 0080	FORKLIFT/WHS/STRMAST/8000#/PNEUTIRE/DUAL	CLARK CGP40, CAT GP40, TOYOTA FG35	\$155	\$435	\$1,350
404 0100	FORKLIFT/WHS/STRMAST/10000#/PNEUTIRE/DUAL	YALE GTP100MG	\$215	\$600	\$1,705
404 0450	FORKLIFT/WHS/QUADMAST/5000#/PNEUTIRE/DUAL	TOYOTA 7FGU25, CAT P5000	\$135	\$385	\$1,010
406 0050	FORKLIFT/WHS/STRMAST/5000#/PNEUTIRE/DSL	TOYOTA 7FDU25, HYSTER H50FT	\$140	\$380	\$1,010
406 0060	FORKLIFT/WHS/STRMAST/6000#/PNEUTIRE/DSL	HYSTER H60FT	\$180	\$425	\$1,095
406 0080	FORKLIFT/WHS/STRMAST/8000#/PNEUTIRE/DSL	TOYOTA 7FDU35, HYSTER H80XM	\$195	\$550	\$1,195
406 0100	FORKLIFT/WHS/STRMAST/10000#/PNEUTIRE/DSL	KOMATSU FD45T4, CAT DP45D	\$215	\$590	\$1,705
406 0150	FORKLIFT/WHS/STRMAST/15000#/PNEUTIRE/DSL	TOYOTA 7FDU70, HYSTER H155XL	\$255	\$750	\$2,575
406 0200	FORKLIFT/WHS/STRMAST/20000#/PNEUTIRE/DSL	CAT DP90D	\$400	\$1,015	\$2,760
406 0300	FORKLIFT/WHS/STRMAST/30000#/PNEUTIRE/DSL	CAT DP135D	\$445	\$1,290	\$3,645
406 0360	FORKLIFT/WHS/STRMAST/36000#/PNEUTIRE/DSL	HYSTER H360HD	\$485	\$1,625	\$4,475
407 0050	FORKLIFT/WHS/STRMAST/5000#/PNEUTIRE/LPG	NISSAN AH50K, CAT GP25	\$120	\$320	\$1,010
407 0090	FORKLIFT/WHS/STRMAST/9000#/PNEUTIRE/LPG		\$180	\$495	\$1,295
408 0080	FORKLIFT/CONSTR/STRMAST/8000#/2WD/DSL	CASE 586G, IR RT706J, HARLO HP8500	\$170	\$565	\$1,405
408 0080	FORKLIFT/CONSTR/STRMAST/8000#/2WD/DSL	CASE 588G, IR RT708J, HARLO HP8500	\$210	\$620	\$1,465
409 0050	FORKLIFT/CONSTR/STRMAST/5000#/4WD/DSL	CASE 585E, JDEERE 482C	\$170	\$450	\$1,450
409 0060	FORKLIFT/CONSTR/STRMAST/6000#/4WD/DSL	CASE 586G, IR RT706J, HARLO HP8500	\$185	\$565	\$1,495
409 0080	FORKLIFT/CONSTR/STRMAST/8000#/4WD/DSL	CASE 588G, IR RT708J, HARLO HP8500	\$160	\$635	\$1,620
412 0050	FORKLIFT/CONSTR/HI-REACH/5000#/4WD/DSL	GENIE GTH-5519	\$215	\$690	\$1,670
412 0060	FORKLIFT/CONSTR/HI-REACH/6000#/4WD/DSL	GENIE GTH-644C, GRADALL G6-42P/A, LULL 644E-42, SKYTRAK 8042	\$275	\$800	\$1,950
412 0080	FORKLIFT/CONSTR/HI-REACH/8000#/4WD/DSL	GENIE GTH-844C, SKYTRAK 8042	\$285	\$895	\$2,195
412 0090	FORKLIFT/CONSTR/HI-REACH/9000#/4WD/DSL	GRADALL 534D-9, JLG G9-43A, LULL 944E-42	\$305	\$890	\$2,450
412 0100	FORKLIFT/CON/HIREACH/10K#/4WDS/EXTREACH	GENIE GTH-1056, GRADALL 544D, JLG G10-55A, LULL 1044C-54, SKYTRAK 10054	\$365	\$1,090	\$2,995
412 0120	FORKLIFT/CONSTR/HI-REACH/12000#/4WD/DSL		\$425	\$1,285	\$3,800
412 0560	FORKLIFT/CONSTR/HI-REACH/6000#/4WD/DSL	GENIE GTH-636C	\$275	\$800	\$1,950
417 0010	PALLET LIFT/HYD	ROL-LIFT T502748	\$50	\$120	\$270
417 0500	PALLET LIFT/NARROW/WB/HYD		\$50	\$120	\$270

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<b>FORKLIFTS &amp; ACCESSORIES</b>					
418 0010	FORK ROTATOR/ATTACHMENT/FORKLIFT	YALE 55DRRB2D	\$60	\$150	\$395
418 0030	PLATFORM/ATTACHMENT/FORKLIFT	LYON S144 & 48H120	\$20	\$50	\$145
418 0040	TRUSS BOOM/ATTACHMENT/FORKLIFT	GRADALL 904551	\$30	\$70	\$250
418 0050	JIB/ATTACHMENT/FORKLIFT	STAR 1360	\$30	\$75	\$200
418 0070	BARREL CLAMP/ATTACHMENT/FORKLIFT	MALAVAC LM548HD	\$30	\$55	\$165
418 0080	BUCKET/ATTACHMENT/FORKLIFT	JCB, LULL, TRAK	\$35	\$75	\$210
418 0120	CONCRETE HOPPER/ATTACHMENT/FORKLIFT	STAR	\$50	\$130	\$355
418 0130	TIRES AND WHEELS NON-MARKING/FORKLIFT	AIRBOSS 13.00-2	\$50	\$125	\$330
418 0140	FORK/ATTACHMENT/FORKLIFT	ARROW 175548W	\$20	\$45	\$125
418 0180	CARRIAGE FRAMERS/ATTACHMENT/FORKLIFT	SKY-TRAK 6040700	\$40	\$110	\$300
418 0190	SCALE/FORKLIFT/INDUSTRIAL	WEIGH QTLTSC05	\$35	\$85	\$240
418 0200	BIN DUMPER/ATTACHMENT/FORKLIFT/1 YARD	CONSOLFA TRACKR	\$50	\$130	\$230
418 0290	BIN DUMPER/ATTACHMENT/FORKLIFT/2 YARD		\$55	\$155	\$280
418 0400	BIN DUMPER/ATTACHMENT/FORKLIFT/4 YARD		\$50	\$125	\$225

**GENERATORS**

546 0030	GENERATOR/SILENT/3-3.9KW/GAS	HONDA EX3300	\$95	\$285	\$650
546 0570	GENERATOR/SILENT/6-6.9KW/GAS		\$165	\$495	\$895
548 0010	GENERATOR/UP TO 1.9KW/GAS	YAMAHA EF-1000	\$35	\$90	\$226
548 0020	GENERATOR/2-2.9KW/GAS	MIKASA GA2.5H	\$35	\$90	\$226
548 0030	GENERATOR/3-3.9KW/GAS	MULTIQUIP GA36HZ, WACKER G3.7A	\$60	\$140	\$358
548 0050	GENERATOR/5-5.9KW/GAS	WACKER GS5.6A, MULTIQUIP GLW180H	\$60	\$140	\$358
548 0060	GENERATOR/6-6.9KW/GAS	MULTIQUIP GA6HZ,	\$75	\$190	\$468
548 0090	GENERATOR/9-9.9KW/GAS	WACKER GS9V	\$90	\$230	\$605
549 0100	GENERATOR/10-14KW/DSL	MULTIQUIP DCA-15S	\$90	\$230	\$660
549 0200	GENERATOR/20-24KW/DSL	MQ- DCA25 ULTRASILENT	\$150	\$345	\$880
549 0260	GENERATOR/201-300/DSL	MQ DCA 300	\$440	\$1,200	\$3,427
549 0350	GENERATOR/35-39KW/DSL	MQ DCA 45 ULTRASILENT	\$145	\$400	\$1,111
549 0360	GENERATOR/301-400KW/DSL	MQ DCA 400	\$475	\$1,300	\$4,362
549 0400	GENERATOR/40-44KW/DSL	WACKER G50	\$145	\$400	\$1,111
549 0460	GENERATOR/401-500KW/DSL	MQ DCA 600	\$725	\$1,984	\$5,819
549 0470	GENERATOR/401-500KW/CONTAINER	CUMMINS C500D6RG	\$825	\$1,984	\$5,819
549 0480	GENERATOR/901-1000KW/CONTAINER	MQ EGC1000C CUMMINS C1000D6RG	\$1,420	\$3,900	\$10,252
549 0550	GENERATOR/55-59KW/DSL	MQ DCA 70 ULTRASILENT	\$250	\$550	\$1,375
549 0570	GENERATOR/1500-1599KW/DSL/CONTAINER		\$2,000	\$5,500	\$14,762
549 0580	GENERATOR/1800-2000W/DSL/CONTAINER		\$2,185	\$6,000	\$17,138
549 0650	GENERATOR/65-69KW/DSL	MQ DCA 85 ULTRASILENT	\$205	\$565	\$1,733
549 0660	GENERATOR/801KW-700KW/DSL	MQ DCA 800	\$875	\$2,400	\$8,063
549 0820	GENERATOR 2500K VA 4160V		\$730	\$2,000	\$4,394
549 0910	GENERATOR/110-119KW/DSL	MQ DCA 125 ULTRASILENT	\$275	\$750	\$1,815
549 0920	GENERATOR/120-129KW/DSL	MQ DCA 150 ULTRASILENT	\$330	\$900	\$2,189
549 0940	GENERATOR/140-149/DSL		\$340	\$925	\$2,233
549 0950	GENERATOR/150-159KW/DSL	MQ DCA 180	\$340	\$925	\$2,233
549 0960	GENERATOR/160KW-200KW/DSL	MQ DCA 220	\$385	\$1,050	\$2,585
549 0980	GENERATOR/200-260KW/DSL	IR G-260	\$440	\$1,200	\$3,427
549 0990	TRANSFORMER/STEPDOWN/480-208V		\$145	\$400	\$878

**HEATER 750,000BUT INDIRECT FIRE**

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HEATER 750,000BUT INDIRECT FIRE						
716	0740	HEATER 750,000BUT INDIRECT FIRED	\$3,575	\$3,575	\$7,150	
LANDSCAPING						
240	0100	STUMP GRINDER/10-19HP	DOSKO 337H	\$110	\$320	\$850
240	0200	STUMP GRINDER/20-29HP	VERMEER SC252	\$150	\$555	\$1,380
292	0130	TILLER/13HP/20"-26" WIDTH/REAR TINE	BARRETO E1320H	\$115	\$275	\$550
292	0220	TILLER/2 1/2HP/12" WIDTH/FRONT TINE	F&G FGRMTH, YARDMARV G10097	\$20	\$45	\$125
292	0250	TILLER/5HP/20"-26"/FRONT TINE	MAXIM RMT50B1	\$50	\$110	\$300
292	0550	TILLER/5.5HP/20"-26"/REAR TINE	MAXIM RMT55H	\$55	\$120	\$320
646	0250	BRUSH CHIPPER/25HP/6"/GAS	VERMEER BC600XL	\$150	\$425	\$1,125
646	0840	BRUSH CHIPPER/84HP/12"/DSL	VERMEER BC1000XL	\$250	\$795	\$2,130
648	0900	BRUSH CUTTER/10" AND ABOVE/GAS	ECHO SRM-3800	\$50	\$130	\$280
740	0220	THATCHER/22"/WALK BEHIND		\$80	\$165	\$450
740	0240	THATCHER/24"/WALK BEHIND	BLUEBIRD F20B	\$80	\$165	\$450
755	0080	SOD CUTTER POWERED UP TO 12 INCH CUT	CLASSEN SC12	\$75	\$235	\$415
755	0140	SOD CUTTER POWERED 13"-18" CUT	BLUEBIRD SC-18	\$70	\$205	\$450
755	0250	PRUNER POLE GAS POWER	ECHO PPT-2400	\$40	\$100	\$225
755	0890	AERATOR/WALK BEHIND	BLUEBIRD H530	\$65	\$165	\$450
764	0040	MOWER/BRUSH/13"-24"/WB/SP/GS		\$80	\$200	\$550
764	0490	MOWER/LAWN/49"-60"/RIDE-ON/GAS	EXMARK LZ26KC60	\$125	\$325	\$1,000
LIGHTING EQUIPMENT						
536	0400	LIGHT TOWER/4000 WATT	IR LS6KW, GENIE TML/4000, WACKER LTC4L	\$65	\$165	\$425
536	0440	LIGHT TOWER/4000 WATT	IR LS6KW, GENIE TML/4000, WACKER LTC4L	\$65	\$165	\$425
537	0100	LIGHT/PEDESTAL/1000 WATT	COLEMAN FS200Q, ALLMOND PAL2500	\$30	\$65	\$185
537	0200	LIGHT/PEDESTAL/2000 WATT	COLEMAN FS400Q	\$25	\$65	\$185
537	0910	LIGHT/CART/1000WATT		\$35	\$90	\$305
551	0020	LIGHTS/PORTABLE	SPECIALT E30FEDC	\$40	\$105	\$240
551	0140	LIGHT/W/OUT TRANSFORMER/INCADESENT/12V	SPECIALT E30DW75, SPECIALT HEP100DW	\$15	\$30	\$90
551	0150	LIGHT/INLINE/INCADESCENT/12V	SPECIALT HEP100DW	\$20	\$50	\$130
551	0410	LIGHT/STRING/EXP PROOF INCADESENT/12V	PTS 100XHL12	\$65	\$145	\$425
551	0510	LIGHT/EXP PROOF/AIR BULB/1000WATT/STAND		\$90	\$250	\$570
650	0170	BALLOON LIGHT		\$40	\$115	\$295
MATERIAL HANDLING EQUIPMENT						
418	0250	HOPPER TRASH/ATTACHMENT/FORKLIFT	MERRITT H211-751	\$30	\$75	\$145
419	0400	PALLET LIFT/4000#/WALKBEHIND/ELEC	CAT NPP40, YALE MPB040	\$55	\$160	\$500
419	0950	PALLET LIFT/5000#/WALKBEHIND	JET PT2742J, CAT A2748	\$55	\$160	\$500
MISCELLANEOUS						
003	0289	MISCELLANEOUS		\$15	\$32	\$94
003	0293	MISCELLANEOUS		\$20	\$47	\$141
003	0297	MISCELLANEOUS		\$35	\$79	\$236
003	3699			\$15	\$25	\$75
003	4001	MISCELLANEOUS		\$30	\$66	\$196

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MISCELLANEOUS						
003	4002	MISCELLANEOUS		\$25	\$52	\$157
003	4005	MISCELLANEOUS		\$65	\$174	\$523
003	4008	MISCELLANEOUS		\$85	\$227	\$680
003	4010			\$35	\$79	\$236
003	4016	MISCELLANEOUS		\$30	\$79	\$236
003	4021	MISCELLANEOUS		\$40	\$105	\$314
003	4022	MISCELLANEOUS		\$35	\$89	\$26
003	4025	MISCELLANEOUS		\$50	\$131	\$393
003	4026	MISCELLANEOUS		\$50	\$131	\$393
003	4027	MISCELLANEOUS		\$20	\$47	\$141
003	4030	MISCELLANEOUS		\$60	\$157	\$470
003	4031	MISCELLANEOUS		\$50	\$131	\$393
003	4034	MISCELLANEOUS		\$55	\$144	\$432
003	4036	MISCELLANEOUS		\$50	\$131	\$395
003	6445	MISCELLANEOUS		\$45	\$118	\$353
003	6446	MISCELLANEOUS		\$85	\$228	\$683
003	6462	MISCELLANEOUS		\$50	\$131	\$393
003	6601	CONTAINMENT BERM 12'X12'		\$60	\$154	\$461
680	0030	SPREADER FOR LIGHT DUTY TRUCK	WARREN AC620, FISHER SANDER	\$150	\$325	\$625
680	0080	SPREADER FOR MEDIUM DUTY TRUCK		\$185	\$345	\$725
755	0110	LOG SPLITTER	IRONOAK BHVH2699, BIGFOOT IAK2513	\$60	\$165	\$450
755	0120	AERATOR	BLUEBIRD H424	\$60	\$165	\$450
755	0340	DEHUMIDIFIER	DRIEAZ F203	\$40	\$85	\$215
755	0610	BLOWER/VENTILATING	DRIEAZ F174, GENERAL EP8DC	\$20	\$60	\$165
761	0030	PLOW SNOW FOR LIGHT DUTY TRUCK	FISHER 76PLOW	\$125	\$325	\$600
761	0530	DEHUMIDIFIER 121 PT-200 PT	DRIEAZ F198	\$75	\$220	\$490
761	0840	PLOW SNOW FOR MEDIUM DUTY TRUCK		\$150	\$350	\$700
779	0060	RAMP/LOADING	MAGLINER	\$895	\$2,450	\$4,900
PAINTING EQUIPMENT						
737	0001	SPRAYER/PAINT/AIRLESS	TITAN 765-2000	\$65	\$200	\$550
PIPING EQUIPMENT						
541	0040	PIPE SNAKE/4-6"PIPEWIDTH/100'CABLE	GENERALW ERE	\$55	\$150	\$390
541	0050	PIPE SNAKE/2" PIPEWIDTH/50'CABLE	GENERALW MR-CO	\$35	\$85	\$120
541	0070	PIPE SNAKE/3/4-2"PIPEWIDTH/25' CABLE	GENERALW RSVD	\$15	\$30	\$95
624	0180	PIPE PLUG/12"-18" MUNI/TEST	CHERNE 275128	\$45	\$130	\$353
624	0300	PIPE PLUG/15"-30" MUNI/TEST	CHERNE 262552	\$100	\$261	\$784
624	0480	PIPE PLUG/24"-48" MUNI/TEST	CHERNE 300488	\$240	\$654	\$1,961
624	0600	PIPE PLUG/40"-60" MUNI/TEST	CHERNE 272-337	\$315	\$863	\$2,588
PUMPS & ACCESSORIES						
003	0281	PVC DISCHARGE HOSE 2"X50'		\$15	\$27	\$89
003	3900	PIPE TEST PLUG 8"		\$20	\$52	\$157
003	3901	PIPE TEST PLUG 10"		\$30	\$79	\$236
003	3903	PIPE TEST PLUG 12"		\$50	\$118	\$353
003	3904	PIPE TEST PLUG 6"		\$20	\$39	\$118
003	4017	OSD HOSE 2" X 20'		\$30	\$79	\$236

US COMMUNITIES GOLD

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**AFFECTED REGIONS / BRANCHES**

**EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017**

**APPROVAL #: PENDING**

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
003	4018 PVC SUCTION HOSE 2"X20'		\$15	\$27	\$79
003	4023 PVC SUCTION HOSE 3"X20"		\$15	\$32	\$94
003	4032 PVC SUCTION HOSE 6"X20'		\$30	\$79	\$236
003	4035 PVC SUCTION HOSE 8"X20'		\$50	\$131	\$393
003	4037 HYDRAULIC DRAIN CASE HOSE 3/8"X50'		\$15	\$27	\$79
003	4304 PIPE ALUMINUM 12" X 10'		\$20	\$46	\$46
003	4307 PIPE ALUMINUM 12" X 20'		\$35	\$92	\$92
003	4321 PIPE ALUMINUM 8" X 10'		\$15	\$26	\$26
003	4323 ALUMINUM DISCHARGE PIPE 8"X20'		\$20	\$51	\$51
003	4324 PIPE ALUMINUM 8" X 30'		\$30	\$77	\$77
003	4325 PIPE ALUMINUM 8" X 40'		\$40	\$103	\$103
003	4654 FOOTVALVE 10"		\$15	\$34	\$101
003	4655 FOOTVALVE 12"		\$20	\$39	\$118
003	4656 FOOTVALVE 3"		\$15	\$27	\$79
003	4657 FOOTVALVE 4"		\$15	\$28	\$84
003	4658 FOOTVALVE 6"		\$15	\$30	\$87
003	4659 FOOTVALVE 8"		\$15	\$30	\$87
003	4813 REDUCER 8"- 6"		\$15	\$21	\$21
003	5263 FUEL TANK 500 GALLON		\$65	\$174	\$523
003	5277 LIFT LINE POLY		\$15	\$27	\$79
003	5691 HOSE PUMP FITTING BAUER FEMALE 12"X150#		\$25	\$62	\$62
003	5692 HOSE PUMP FITTING BAUER MALE 8" X 150#		\$15	\$21	\$21
003	6053 RUBBER DISCHARGE HOSE 8"X50'		\$60	\$157	\$470
003	6463 HOSE CHEMICAL W/SS FLANGES 6" X 20'		\$60	\$157	\$470
003	6498 PIPE FITTING 8" 90 DEGREE		\$15	\$21	\$21
003	6499 PIPE FITTING 8" 45 DEGREE		\$15	\$21	\$21
003	6500 PIPE FITTING 8" TEE		\$15	\$21	\$21
003	6503 PIPE FITTING 12" 90 DEGREE		\$25	\$62	\$62
003	6504 PIPE FITTING 12" 45 DEGREE		\$25	\$62	\$62
003	6505 PIPE FITTING 12" TEE		\$25	\$62	\$62
003	6603 OSD HOSE 14" X 20'		\$100	\$261	\$784
601	0170 PUMP/WELLPOINT/12" ROTARY VAC/DSL	VOGELSAN VX186-52	\$380	\$1,046	\$3,137
601	0440 PUMP/WELLPOINT/4" MASPORT VAC/DSL	ALCO WT46M54	\$140	\$383	\$1,090
601	0860 PUMP/WELLPOINT/6" MASPORT VAC/DSL	ALCO VT6M3F4LT, ALCO WT68M54	\$160	\$436	\$1,307
601	0850 PUMP/WELLPOINT/8" MASPORT VAC/DSL/M10	ALCO WP5WBM1	\$185	\$501	\$1,372
601	0870 PUMP/WELLPOINT/8" ROTARY VAC/DSL	VOGELSAN VX1862, MWI RWP008	\$440	\$928	\$2,788
607	0100 PUMP/DIAPHRAGM/1"	VERSAMAT E1AA3R3	\$65	\$170	\$509
607	0110 PUMP/DIAPHRAGM/1" POLYPROPYLENE	VERSAMAT E1PA5T5T9	\$60	\$157	\$470
607	0120 PUMP/DIAPHRAGM/1" ALUMINUM/CAST IRON	VERSAMAT V1OFBNBNBN	\$40	\$105	\$314
607	0130 PUMP/DIAPHRAGM/ 1/2" POLYPROPYLENE	VERSAMAT E5PP2R2	\$30	\$66	\$196
607	0140 PUMP/DIAPHRAGM/ 1 1/4"ALUMINUM/CAST IRON	VERSAMAT E4AA2R220	\$40	\$105	\$314
607	0210 PUMP/DIAPHRAGM/2" STAINLESS STEEL/HD		\$190	\$523	\$1,568
607	0220 PUMP/DIAPHRAGM/2" /CAST IRON	VERSAMAT E2CA2D2	\$60	\$154	\$500
607	0230 PUMP/DIAPHRAGM/2" POLYPROPYLENE	VERSAMAT E2PA5T5T9	\$145	\$393	\$1,177
607	0240 PUMP/DIAPHRAGM/2" STAINLESS STEEL	VERSAMAT E2SA5B5	\$155	\$414	\$1,241
607	0250 PUMP/DIAPHRAGM/2" ALUMINUM	VERSAMAT E2AA2D220	\$50	\$131	\$393
607	0320 PUMP/DIAPHRAGM/3" CAST IRON	VERSAMAT E3CA2D2	\$75	\$196	\$588
607	0330 PUMP/DIAPHRAGM/3" POLYPROPYLENE		\$185	\$497	\$1,490
607	0340 PUMP/DIAPHRAGM/3"STAINLESS STEEL	VERSAMAT E3SA5T55	\$190	\$523	\$1,568

US COMMUNITIES GOLD

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EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017

APPROVAL #: PENDING

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
607 0350	PUMP/DIAPHRAGM/3"/ALUMINUM	VERSAMAT V3AA2R220	\$65	\$170	\$509
612 0200	PUMP/SUBMERSIBLE/2"/ELEC	MULTIQUIP ST2010U, WACKER STP400	\$20	\$52	\$156
612 0300	PUMP/SUBMERSIBLE/3"/ELEC	MULTIQUIP ST3050D	\$100	\$261	\$784
612 0400	PUMP/SUBMERSIBLE/4"/ELEC	GORMANRU S4C1460	\$190	\$523	\$1,568
614 0430	PUMP/INDUSTRIAL/4"x4"/DSL/HEAVY DUTY		\$240	\$654	\$1,874
614 0530	PUMP/INDUSTRIAL/5"SUCTION/4"DISCHARGE/DSL	PP53C14-F4L913	\$265	\$755	\$2,300
614 0630	PUMP/INDUS/6"x3"/HIGHEAD/VACASSIST/DSL	PP63C17-BF6L913C /3HC, DEUTZ BF6L913C	\$385	\$1,046	\$3,137
614 0840	PUMP/INDUS/6"x4"/HIGHEAD/VACASSIST/DSL	PP64C17-6081A /4HC / SYKES, ALCO 4HCBF6M	\$540	\$1,485	\$3,659
614 0660	PUMP/INDUS/6"x5"/HIGHEAD/VACASSIST/DSL		\$825	\$2,265	\$6,796
614 0730	PUMP/INDUSTRIAL/6"x3"/VAC ASSIST/ELEC		\$385	\$1,046	\$3,137
614 0770	PUMP/INDUSTRIAL/6"x4"/VAC ASSIST/ELEC	ALCO 4HCELEC	\$445	\$1,220	\$3,659
614 0970	PUMP/INDUS/10"x8"/HIGHEAD/VACASSIST/DSL	PP108S17-D60, PIONEER PP108S2	\$825	\$2,265	\$6,796
615 0200	PUMP/TRASH/2"	MULTIQUIP QP202TH, NAGATA NPH2T	\$45	\$118	\$353
615 0290	PUMP/TRASH/2"/DEWATERING	HONDA WD20	\$35	\$91	\$275
615 0300	PUMP/TRASH/3"	MULTIQUIP QP301TH, NAGATA NPH3T	\$55	\$144	\$432
615 0330	PUMP/TRASH/ELEC/3"		\$145	\$393	\$1,177
615 0370	PUMP/TRASH/3"/CAST IRON	GORMANRU 13DL60E	\$70	\$183	\$549
615 0390	PUMP/TRASH/3"/DEWATERING	HONDA WD30	\$45	\$118	\$353
615 0400	PUMP/TRASH/4"	MULTIQUIP QP40TH	\$65	\$170	\$509
615 0440	PUMP/TRASH/ELEC/4"	GORMANRU 14A	\$200	\$523	\$1,568
615 0470	PUMP/TRASH/4"/CAST IRON	GORMANRU 14C2F3L	\$100	\$261	\$784
615 0660	PUMP/TRASH/ELEC/6"	GORMANRU T6A60-B	\$255	\$697	\$2,091
615 0670	PUMP/TRASH/6"/CAST IRON	PIONEER P6F4L91	\$125	\$350	\$941
615 0800	PUMP/TRASH/8"	THOMPSON 68HST	\$330	\$871	\$2,614
615 0880	PUMP/TRASH/ELEC/8"	GORMANRU T8A3-B	\$320	\$871	\$2,614
616 0140	PUMP/VACUUM ASSIST /14"	14NHTA-D40, SYKES 6"WISPA	\$795	\$2,178	\$6,534
616 0180	PUMP/TRASH/VAC ASSIST/12"/SUPER	PIONEER 126081A	\$685	\$1,568	\$4,705
616 0190	PUMP/TRASH/VAC ASSIST/12"/SILENT PACK		\$685	\$1,830	\$5,489
616 0400	PUMP/TRASH/VACUUM ASSIST/4"	PP44S10-F3L912, PIONEER PP44S2	\$165	\$440	\$1,320
616 0440	PUMP/TRASH/VAC ASSIST/4"/SILENT PACK		\$200	\$541	\$1,624
616 0580	PUMP/TRASH/VAC ASSIST/8"/SUPER	PP8812-F6L913 - SUPER 8	\$265	\$724	\$2,170
616 0600	PUMP/TRASH/VACUUM ASSIST/6"	PP66S12-F4L913, THOMPSON 6VDDRT4	\$170	\$510	\$1,575
616 0620	PUMP/TRASH/VAC ASSIST/6"/STAINLESS STEEL	PIONEER PP6X6S2	\$465	\$1,278	\$3,834
616 0640	PUMP/TRASH/VAC ASSIST/6"/SILENT PACK	PIONEER SAT66S29	\$265	\$719	\$2,157
616 0650	PUMP/TRASH/VAC ASSIST/6"/SUPER	PIONEER 6X6S2	\$200	\$549	\$1,647
616 0660	PUMP/TRASH/VAC ASSIST/6"/ELEC	PIONEER PP66S2	\$290	\$784	\$2,352
616 0740	PUMP/TRASH/VAC ASSIST/14"/SILENT PACK		\$1,190	\$3,268	\$9,802
616 0800	PUMP/TRASH/VACUUM ASSIST/8"	PP88S12-F4L913, PIONEER PP8-F4L9, PIONEER SAPP88S	\$225	\$620	\$1,855
616 0840	PUMP/TRASH/VAC ASSIST/8"/SILENT PACK		\$460	\$1,264	\$3,442
616 0880	PUMP/TRASH/VAC ASSIST/8"/ELEC	PIONEER PP88S2	\$320	\$871	\$2,614
616 0920	PUMP/TRASH/VACUUM ASSIST/12"	PP1212S17-BF6L913C, PIONEER PP1212S, ALCO 12NHTM-BF6M	\$445	\$1,220	\$3,659
616 0940	PUMP/TRASH/VAC ASSIST/12"/ELEC	PIONEER PP1212	\$445	\$1,220	\$3,659
616 0950	PUMP/TRASH/VAC ASSIST/14"/ELEC		\$795	\$2,178	\$6,534

US COMMUNITIES GOLD

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# AFFECTED REGIONS / BRANCHES

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APPROVAL #: PENDING

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>						
617	0400	PUMP/INDUSTRIAL/4"/STAINLESS STEEL	GORMANRU 14A64BF	\$340	\$930	\$2,788
617	0600	PUMP/INDUSTRIAL/6"/STAINLESS STEEL	GORMANRU 16A64BF	\$465	\$1,278	\$3,834
619	0240	PUMP/SUBMERSIBLE/24"/HYD	H&H 240X6	\$335	\$914	\$2,744
619	0380	PUMP/SUBMERSIBLE/30"/HYD		\$495	\$1,350	\$3,051
619	0400	PUMP/SUBMERSIBLE/4"/HYD	PIONEER 4HS-O	\$85	\$207	\$621
619	0600	PUMP/SUBMERSIBLE/6"/HYD	PIONEER HS6-0	\$90	\$240	\$719
619	0920	PUMP/SUBMERSIBLE/12"/HYD	PIONEER HS88S2	\$145	\$392	\$1,176
621	0400	PUMP/DOUBLED DIAPHRAGM/4"/DSL	SMALLINE SL4DDPK	\$75	\$230	\$605
626	0160	HYDRAULIC POWER UNIT/162HP		\$430	\$1,177	\$3,529
626	0670	HYDRAULIC POWER UNIT/65HP W/SLUDGEMASTER		\$825	\$2,265	\$6,796
628	0020	ROAD CROSSING 12"FOR PUMP DIVISION		\$95	\$256	\$769
628	0030	ROAD CROSSING 8"FOR PUMP DIVISION		\$70	\$190	\$564
628	0040	ROAD CROSSING 12"DBL-WIDE FOR PUMP DIV		\$140	\$384	\$1,153
628	0050	ROAD CROSSING 6"FOR PUMP DIVISION		\$60	\$154	\$461
628	0220	PUMP FLOAT DEVICE/SUBMERSIBLE 12"	HTFMFG 12"FLOAT	\$25	\$60	\$170
680	0500	500 GALLON FUEL TANK/ DIESEL		\$55	\$135	\$375
<b>SAWS &amp; ACCESSORIES</b>						
028	0010	SAW/RECIPROCATING/HAND/AIR	CLECO 136-RX	\$5	\$10	\$160
028	0020	SAW/BAND/HAND/AIR	UNITEC 5600300100	\$50	\$125	\$340
028	0080	SAW/CIRCULAR/AIR/ 8 1/4"	I-R S80	\$15	\$35	\$90
133	0100	SAW/WALK BEHIND/MANUAL/1-9HP/GAS	TARGET MCSII8H	\$60	\$155	\$340
133	0110	SAW/WALK BEHIND/MANUAL/10-19HP/GAS	FELKER, EDCO, STOW, TARGET	\$60	\$140	\$370
133	0210	SAW/WALK BEHIND/SELFPROP/10-19HP/GAS	FELKER PCSD16K, TARGET PACIV	\$70	\$190	\$480
133	0220	SAW/WALK BEHIND/SELFPROP/20-29HP/GAS	FELKER PCSD20H, TARGET PACIV20	\$85	\$220	\$650
133	0230	SAW/WALK BEHIND/SELFPROP/30-39HP/GAS	TARGET PRO35II	\$140	\$345	\$655
133	0550	SAW/WALK BEHIND/SELFPROP/50-59HP/DSL		\$185	\$495	\$1,150
133	0800	SAW/WALKBEHIND/SELFPROP/60-69HP/DSL		\$145	\$415	\$1,090
133	0850	SAW/WALK BEHIND/SELFPROP/30-39HP/DSL	TARGET PRO35III	\$105	\$330	\$800
134	0010	SAW/CUT OFF/CONCRETE/HAND/12"/GAS	STOW RX814 , PARTNER K650 & 700	\$45	\$140	\$330
134	0020	SAW/CUT OFF/CONCRETE/HAND/14"/ELEC	MILW 6528	\$50	\$135	\$355
134	0050	SAW/CUT OFF/CONCRETE/HAND/14"/GAS	STIHL TS400, PARTNER K700/14	\$55	\$140	\$455
134	0060	SAW/CUT OFF/CONCRETE/HAND/16"/GS	STIHL TS760, PARTNER K950/16	\$65	\$160	\$415
135	0030	SAW/BRICKSAW/1-9HP/GAS	EDCO GMS-14	\$55	\$150	\$360
520	0020	SAW/CIRCULAR/HAND/ELECTRIC	BLACK DW378G	\$10	\$20	\$60
520	0030	SAW/JIG/HAND/ELECTRIC	CAT6256	\$5	\$10	\$25
520	0040	SAW/RECIPROCATING/HAND/ELECTRIC	MILWAUKE M653722	\$20	\$40	\$70
520	0070	SAW/BANDSAW/HAND/ELECTRIC	MILWAUKE 6232	\$20	\$45	\$130
520	0110	SAW/CHOP/14"/ELECTRIC	MAKITA 2414NB	\$25	\$50	\$115
521	0160	SAW/CIRCULAR/16"/ELECTRIC	MAKITA 5402A	\$35	\$75	\$180
521	0740	SAW/CIRCULAR/7 1/4"/ELECTRIC	BOSCH SKLE77, MAKITA 5277B	\$15	\$25	\$50
521	0860	SAW/BAND/4 3/8"CAPACITY/ELECTRIC	MILW 6232-6	\$25	\$55	\$150
521	0870	SAW/BAND/3"CAPACITY/ELECTRIC	MILW 6223	\$20	\$45	\$130
521	0930	SAW/MITRE SLIDE/COMPOUND 12"		\$40	\$100	\$240
647	0140	CHAIN SAW/14"/GAS	ECHO 7CS3450, SACHS PS341	\$35	\$90	\$265
647	0160	CHAIN SAW/16"/GAS	ECHO CS-3450	\$40	\$100	\$270
647	0180	CHAIN SAW/18"/GAS	ECHO CS4400	\$40	\$100	\$270
647	0200	CHAIN SAW/20"/GAS	ECHO CS-5000	\$45	\$115	\$300

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APPROVAL #: PENDING

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<b>SAWS &amp; ACCESSORIES</b>					
647 0240	CHAIN SAW/24"/GAS	ECHO CS6700, STIHL 36	\$55	\$135	\$320
647 0280	CHAIN SAW/28"/GAS	ECHO CS-8000	\$85	\$200	\$460
647 0660	CHAIN SAW/16"/ELEC	STIHL E180	\$40	\$100	\$300
<b>SHOP EQUIPMENT</b>					
139 0100	SCABBLER/AIR/WALK BEHIND	MACDONAL FB5, TEXAS T-3	\$170	\$525	\$910
650 0570	DOLLY	AIRSLED 2014, GRAINGER 3KR47	\$20	\$45	\$80
650 0700	FAN UP TO 48"	DAYTON	\$30	\$65	\$185
<b>TRENCHING EQUIPMENT</b>					
237 0340	TRENCHER/RIDE/4' DEEP/30-39HP/DSL	DITCH WITCH RT40, VERMEER RT450	\$275	\$870	\$1,970
237 0670	TRENCHER/RIDE/5'90-99HP/DSL		\$680	\$1,875	\$5,130
238 0020	TRENCHER/WALK/1' TO 2'<10HP/GAS/GRNDSAW		\$90	\$250	\$745
238 0120	TRENCHER/WALK/2' TO 3'10HP/GAS	DITCH WITCH 1330, VERMEER RT100	\$105	\$305	\$725
240 0500	STUMP GRINDER/60-69HP/DSL		\$275	\$815	\$2,195
<b>VEHICLES &amp; TRAILERS</b>					
652 0160	TRUCK/FLATBED/FLAT/16'/DSL	LEDWELL, VALEW	\$250	\$665	\$1,800
656 0070	TRUCK/BOXDUMP/3-4YD/DSL	FONTAINE, LEDWELL, ROYAL, VALEW	\$140	\$455	\$1,295
656 0080	TRUCK/BOXDUMP/3-4YD/CREW CAB/DSL	FORD F550	\$240	\$700	\$1,560
656 0090	TRUCK/BOXDUMP/5-6YD/DSL	LEDWELL, VALEW	\$250	\$600	\$1,650
656 0140	TRUCK/BOXDUMP/12-14YD/DSL	LEDWELL, VALEW	\$455	\$1,450	\$3,795
656 0250	TRUCK/ARTICULATED OFFROAD DUMP/25TON/DSL	JDEERE 250D	\$1,235	\$3,400	\$9,350
656 0300	TRUCK/ARTICULATED OFFROAD DUMP/30TON/DSL	JDEERE 300D	\$1,390	\$3,820	\$10,500
656 0500	TRUCK/BOXDUMP/5-6 YARD/CREW CAB/DSL		\$305	\$780	\$2,170
656 0540	TRUCK/ARTICULATED OFFROAD DUMP/14TON/DSL	JCB 714	\$1,055	\$2,900	\$8,000
656 0960	TRUCK/BOXDUMP/5-6YD/DSL/NO CDL	LEDWELL, VALEW	\$250	\$600	\$1,650
658 0060	TRUCK/PICKUP/F250CLASS/DSL/4WD	FORD F250	\$135	\$400	\$995
658 0120	TRUCK/FLATSTAKE BODY/12'/DSL/2WD	LEDWELL, VALEW, ROYAL, FONTAINE	\$160	\$435	\$1,195
658 0140	TRUCK/PICKUP/CREWCAB/F350CLASS/DSL/4WD	FORD F350	\$195	\$680	\$1,295
658 0200	TRUCK/FIELD SERVICE/DSL	FORD F350	\$600	\$1,000	\$2,900
658 0210	TRUCK/PICKUP/CREWCAB/F250CLASS/DSL/4WD	FORD F250	\$190	\$695	\$1,295
658 0250	TRUCK/FLATSTAKE BODY/10-11/2'/DSL/2WD		\$220	\$605	\$1,500
658 0260	TRUCK/BOXDUMP/3-4 YD/CREWCAB/DSL/4W		\$240	\$665	\$1,485
658 0280	TRUCK/PICKUP/SUPERCAB/F250CLASS/DSL/4WD	FORD F250	\$155	\$500	\$1,135
658 0300	TRUCK/BOXDUMP/3-4 YD/CREW CAB/DSL/2WD		\$230	\$615	\$1,485
658 0310	TRUCK/FLATBED/CREWCAB/F250-350CLS/DSL/2WD	FORD F350	\$200	\$550	\$1,365
658 0420	TRUCK/FLATSTAKE BODY/12'/DSL/4WD	LEDWELL, VALEW, ROYAL, FONTAINE	\$185	\$455	\$1,315
658 0500	TRUCK/STAKE BODY/F550CLASS/DSL/4W	FORD F550	\$265	\$735	\$1,915
658 0530	TRUCK/STAKE BODY/F450CLASS/CREWCAB/2W	LEDWELL, VALEW, ROYAL, FONTAINE	\$210	\$530	\$1,450
658 0540	TRUCK/STAKE BODY/F450CLASS/CREWCAB/4W		\$285	\$695	\$1,935
659 0040	TRUCK/PICKUP/SUPERCAB/RANGERCLASS/GAS/2WD	FORD RANGER	\$105	\$290	\$620
659 0050	TRUCK/SPORT UTILITY/EXPLORER CLASS/GAS	FORD EXPLORER OR BRONCO	\$165	\$455	\$1,090
659 0060	TRUCK/PICKUP/F150CLASS/GAS/4WD	FORD F150	\$125	\$365	\$965
659 0070	TRUCK/PICKUP/SUPERCAB/RANGERCLASS/GAS/4WD	FORD RANGER	\$145	\$400	\$900
659 0100	TRUCK/PICKUP/F150CLASS/GAS/2WD	FORD F150	\$110	\$355	\$845

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<b>VEHICLES &amp; TRAILERS</b>					
659 0110	TRUCK/UTILITY BODY/GAS	FORD F250 & F350	\$150	\$430	\$1,040
659 0120	TRUCK/FLATSTAKE/12'/GAS	FORD F350	\$155	\$410	\$1,145
659 0140	TRUCK/PICKUP/CREWCAB/F350CLASS/GAS/4WD	FORD F350	\$175	\$565	\$1,260
659 0160	TRUCK/PICKUP/SUPERCAB/F150CLASS/GAS/2WD	FORD F150	\$140	\$395	\$775
659 0170	TRUCK/PICKUP/SUPERCAB/F150CLASS/GAS/4WD	FORD F150	\$105	\$405	\$795
659 0180	TRUCK/PICKUP/CREWCAB/F150CLASS/GAS/4WD	FORD F150	\$170	\$525	\$1,150
659 0210	TRUCK/PICKUP/CREWCAB/F250CLASS/GAS/4WD	FORD F250	\$185	\$520	\$1,285
659 0250	TRUCK/PICKUP/F250CLASS/GAS/2WD	FORD F250	\$130	\$375	\$915
659 0260	TRUCK/PICKUP/F250CLASS/GAS/4WD	FORD F250	\$140	\$385	\$995
659 0270	TRUCK/PICKUP/SUPERCAB/F250CLASS/GAS/2WD	FORD F250	\$125	\$370	\$1,020
659 0280	TRUCK/PICKUP/SUPERCAB/F250CLASS/GAS/4WD	FORD F250	\$215	\$465	\$1,050
659 0290	TRUCK/PICKUP/CREWCAB/F250CLASS/GAS/2WD	FORD F250	\$180	\$495	\$1,260
659 0390	TRUCK/PICKUP/CREWCAB/F150CLASS/GAS/2WD		\$160	\$510	\$1,140
659 0500	TRUCK/TRACTOR/DUAL AXLE	FORD LT9000, KENWORTH T600B, IH 9400	\$495	\$1,495	\$4,495
659 0520	TRUCK/TRACTOR/ W/NYC HYDRAULICS	MACKTRUCK RD688SX	\$910	\$2,495	\$6,855
659 0570	TRUCK/UTILITY BODY/GAS/ TOW PACKAGE		\$175	\$570	\$1,620
659 0640	TRUCK/SPORT UTILITY/EXPEDITION CLASS/GAS	FORD EXPEDITI	\$170	\$465	\$1,160
659 0670	TRUCK/SPORT UTILITY/ESCAPE CLASS/GAS		\$165	\$450	\$1,080
659 0870	VAN/CARGO/E250CLASS/GAS	FORD E250	\$135	\$380	\$1,035
659 0880	VAN/CARGO/E350CLASS/GAS	FORD E350	\$115	\$325	\$1,105
659 0920	VAN/PASSENGER/E350CLASS/GAS	FORD E350, GMC SAVANA	\$130	\$500	\$1,350
660 0220	TRUCK/FLATSTAKE/22'/DSL	LEDWELL, VALEW	\$230	\$660	\$1,875
662 0180	TRUCK/CUBE VAN/15'/RAMP	FORD E350	\$175	\$515	\$1,595
664 0200	TRUCK/WATER/2000 GALLON/DSL	LEDWELL, VALEW	\$245	\$795	\$1,995
664 0370	TRUCK/WATER/3700 GALLON/DSL/DUAL AXLE	LEDWELL, VALEW	\$410	\$1,450	\$3,495
665 0050	TRAILER/DUMP/1/2 CUBIC YARD/SINGLE AXLE	BIGTEX U198455	\$75	\$240	\$645
665 0120	TRAILER/DUMP/1 1/2 CUBIC YARD/DBL AXLE	TRAILER U181531	\$80	\$220	\$495
665 0350	TRAILER/DUMP/3.5 CUBIC YARD/DOUBLE AXLE		\$85	\$235	\$585
665 0800	TRAILER/DUMP/6 CUBIC YARD/DOUBLE AXLE		\$160	\$435	\$3,110
666 0200	TRUCK/A-FRAME/20 TON/DSL/WINCH	FORD F700 & F800	\$245	\$675	\$1,865
666 0900	COLLISION CUSHION/TRUCK MOUNTED/62MPH	FRTLINER FL70	\$240	\$450	\$1,850
667 0040	TRAILER/SMALL EQUIPMENT/ROTOTILLER	ATLAS 040TBT	\$20	\$45	\$110
667 0050	TRAILER/SMALL EQUIPMENT/TRENCHER	BARRETO E4X5DGT, D-W S2A	\$20	\$50	\$120
667 0060	TRAILER/SMALL EQUIPMENT/STUMP GRINDER	PREMCO UT1000, VERMEER TLR-25	\$20	\$50	\$120
667 0070	TRAILER/SMALL EQUIPMENT/GENERAL	BIG4RENT LER94	\$20	\$50	\$120
667 0080	TRAILER/SMALL EQUIP/SCISSOR LIFT/SINGAXL	LWCW 16T	\$25	\$55	\$145
668 0020	TRAILER/BOX/5'X8'/SINGLE AXLE	BEST 5X8US	\$40	\$110	\$265
668 0030	TRAILER/BOX/5'X10'/SINGLE AXLE	AARENCO 5X10	\$50	\$140	\$370
668 0510	TRAILER/BOX/5'X12'/DOUBLE AXLE	BEST 5X12UST	\$50	\$145	\$370
672 0100	TRAILER/STORAGE/10'	BAYAREA 10', TRANSAME 10	\$20	\$40	\$95
672 0160	TRAILER/STORAGE/16'	CONTAINER	\$20	\$40	\$120
672 0200	TRAILER/STORAGE/20'	CONTAINER	\$20	\$45	\$105
672 0240	TRAILER/STORAGE/24'	ZIRCON 24	\$25	\$55	\$165
672 0400	TRAILER/STORAGE/40'	MSG	\$30	\$65	\$200
673 0050	TRAILER/WATER/500 GALLON	WYLIE EXP-500-S, MAGNUM MWT500	\$70	\$150	\$530
675 0001	TRAILER/EQUIPMENT	VERMEER TLR20, D-W S2A	\$20	\$45	\$125
675 0010	TRAILER/EQUIPMENT/1-TON	DITCH WITCH S1A	\$30	\$75	\$250
675 0020	TRAILER/EQUIPMENT/2-TON	ZIEMAN 1125, DITCH WITCH S5A	\$30	\$75	\$250

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**AFFECTED REGIONS / BRANCHES**

EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017

APPROVAL #: PENDING

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH
<b>VEHICLES &amp; TRAILERS</b>					
675 0030	TRAILER/EQUIPMENT/3-TON	TRAILKING TK6U	\$35	\$90	\$275
675 0040	TRAILER/EQUIPMENT/4-TON	TRAILKING TK8U, CUSTOM 4T1222HS	\$40	\$115	\$300
675 0050	TRAILER/EQUIPMENT/5-TON	TRAILKING TK10U	\$40	\$125	\$375
675 0060	TRAILER/EQUIPMENT/6-TON	ZIEMAN 1185, TRAILKING TK12U	\$75	\$180	\$400
675 0070	TRAILER/EQUIPMENT/7-TON	ZIEMAN 1155, LEDWELL 6X10	\$80	\$190	\$690
675 0090	TRAILER/EQUIPMENT/9-TON	TRAILKING TK18	\$85	\$220	\$890
675 0100	TRAILER/EQUIPMENT/10-TON	TRAILKING TK20	\$95	\$250	\$895
675 0120	TRAILER/EQUIPMENT/12-TON	TRAILKING TK24	\$115	\$295	\$945
675 0200	TRAILER/EQUIPMENT/20-TON	GENERAL, INTERSTATE, BELSHE	\$125	\$345	\$1,050
675 0310	TRAILER/EQUIPMENT/3 1/2-TON		\$350	\$1,075	\$3,150
675 0910	TRAILER/EQUIPMENT/1 1/2-TON	CENCALTR ILT95, BEST A98	\$40	\$100	\$360
675 0950	TRAILER/EQUIPMENT WHYD BED/5 TON		\$45	\$125	\$440
676 0250	TRAILER/TILT/5TON	STRONGBO M274T	\$40	\$115	\$315
676 0270	TRAILER/TILT/7TON		\$110	\$225	\$620
676 0910	TRAILER/TILT/1 1/2TON	TRIPLE UT1000	\$35	\$80	\$225
678 0100	TRAILER/GOOSENECK/10-TON	LEDWELL 26'GOOSE	\$95	\$255	\$720
679 0001	TRAILER/PIPE	DATAMANUFACTURING 12000	\$40	\$100	\$345
679 0090	TRAILER/MUD VACUUM/POTHOLES/500GAL		\$495	\$1,640	\$4,500

**WASHING EQUIPMENT**

765 0030	WASHER/3000PSI/DSL	ALLAMER CHW5030	\$90	\$235	\$595
766 0010	WASHER/1000-1999PSI/GAS	HOTSY	\$55	\$160	\$385
766 0020	WASHER/2000-2999PSI/GAS	SIMPSON, MI-T-M, LANDA	\$60	\$165	\$395
766 0030	WASHER/3000-3999PSI/GAS	SIMPSON, HOTSY, MI-T-M	\$65	\$165	\$400
766 0040	WASHER/4000-4999PSI/GAS	SIMPSON WS4040	\$85	\$225	\$735
766 0050	WASHER/5000-5999PSI/GAS	HOTSY BR405031	\$75	\$215	\$1,385
766 0520	WASHER/2000-2999PSI/GAS/HOT	MI-T-M HSP2403	\$95	\$255	\$725
766 0530	WASHER/3000-3999PSI/GAS/HOT	MI-T-M HSP30043	\$95	\$255	\$725
766 0830	WASHER/3000-3999PSI/HOT/TRAILER MNT/GAS		\$130	\$380	\$1,035

**WELDING EQUIPMENT**

768 0300	WELDER/300-349AMPS/DSL/TOW	LINCOLN CLASSIC 300, LINCOLN VANTAGE 300, MILLER BIGBLUE 300	\$75	\$190	\$425
768 0400	WELDER/400-449AMPS/DSL/TOW	LINCOLN SAE400 AND VANTAGE 400, MILLER BIGBLUE 400	\$95	\$215	\$495
768 0500	WELDER/500-549AMPS/DSL/TOW	LINCOLN VANTAGE 500, MILLER BIGBLUE 500	\$85	\$230	\$535
768 0800	WELDER/600-649AMPS/DSL/TOW	MILLER BIGBLUE6	\$110	\$300	\$765
769 0230	WELDER/250-299AMPS/LP/STAT	MILLER BOBCAT	\$65	\$165	\$420
769 0330	WELDER/300-349AMPS/PROPANE/STAT	MILLER TRAIL301	\$80	\$205	\$535
772 0100	WELDER WIRE FEEDER/ELECTRIC 120VOLT	LINCOLN LN25	\$45	\$110	\$285
772 0140	WELDER WIRE FEEDER/ATTACHMENT		\$55	\$155	\$345
775 0250	WELDER/250-299AMPS/ELEC/STAT	MILLER MM250, LINCOLN K1053	\$45	\$110	\$285
775 0300	WELDER/300-349AMPS/ELEC/STAT	MILLER SM300	\$45	\$115	\$305
775 0400	WELDER/400-449AMPS/ELEC/STAT	LINCOLN K1308	\$50	\$125	\$285
775 0860	WELDER/1100-1199AMPS/ELEC/STAT		\$85	\$230	\$560
779 0300	PLASMA CUTTER/30 AMP	MILLER SPEC300	\$110	\$300	\$597

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**AFFECTED REGIONS / BRANCHES**

EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017

APPROVAL #: PENDING

IC #	DESCRIPTION	TYPICAL MAKE/MODELS			DAY	WEEK	MONTH

**ADDITIONAL INFORMATION / TERMS:****BILLING:** 30 DAY

**DELIVERY:** \$85.00 per hour for delivery and pick up of Hertz owned equipment that takes up a partial truck load. Tolls and permits not included.  
\$130.00 Per hour for delivery and pick up of Hertz owned equipment that takes up a full truck load. Tolls and permits not included.  
\$100.00 Per hour for delivery and pick up of all Hertz owned over the road vehicles, port to port Tolls and permits not included.  
If outside hauling is required to deliver or pick up equipment Hertz will charge cost plus 10%. Customer approval will be required before Hertz hires an outside hauler to perform any equipment deliveries or pick ups.

Please note one or all of these fee's may apply if it is necessary for Hertz to ship in a piece of equipment from another location. Again, customer approval will be required before Hertz arranges any transportation.

**FUEL:** REFUELING - HERC BRANCH POSTED REFUELING CHARGES WILL APPLY UPON RETURN OF A PIECE OF EQUIPMENT REQUIRING REFUELING AT THE END OF A RENTAL OR DUE TO A SWAP.

**ADDITIONAL INFO:** Customer to be exempt from Emissions and Environmental Surcharge  
Customer to be exempt from Delivery Fuel Charge

Re-rent - Cost plus 15% for all 3rd party charges. Customer approval will be required for all re-rents that will be charged at cost plus 15%. If a re-rent goes out at contract rate, no approval is needed.

Training - Material Handling and Aerial Work Platforms - \$125 per student  
Please see attached HERC Equipment Safe Operation Training Brouchure

Damages Charges  
Labor - Posted Shop Labor rate  
Parts - Cost plus 20%  
Outside labor and repairs - Cost plus 15% for all 3rd party charges

Loss of Use  
Loss of use will be charged when a piece of equipment is unavailable for rental due to customer damage. The charges will be the contract rental charges and the amount of time will be equal to the time between the damage occurring and the unit being available for rental to the same or different customer.

GPS - \$40 per unit for basic telematics

Loss and Damage Waiver - LDW charges will apply unless a valid COI is on file with HERC.  
To avoid LDW charges Certificate of Insurance must be on file during the time of rental

Cleaning Charges - For appropriate and supportable cleaning charges, cleaning will be \$99 per hour and parts (decals) at cost plus 10%

Pump and Power Set Up Fee  
HERC Personnel  
Standard Hours - Posted Shop Labor Rate  
Overtime Hours - Posted Shop Labor Rate times 1.5  
Outside Personnel - Cost Plus 10%

Stand By or Emergency Contingency Rates for Pump and Power  
Pump - 30% off applicable rate schedule  
Power - minimum 10% off applicable rate schedule

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**AFFECTED REGIONS / BRANCHES**

EFFECTIVE DATES: FROM: 03/01/2014 THROUGH: 02/28/2017

APPROVAL #: PENDING

IC #	DESCRIPTION	TYPICAL MAKE/MODELS	DAY	WEEK	MONTH
	Minimum 5-month stand by rental				
	Equipment Set Up Fees - Pump and Power HERC Personnel - Posted Shop Labor Rate HERC Personnel Overtime - Posted Shop Labor Rate times 1.5 Outside Labor - Cost Plus 10%				
	Over Meter Charges Standard allotted hours: <ul style="list-style-type: none"><li>• A one day's rental will allow 8 hours of use</li><li>• A week's rental will allow 40 hours of use</li><li>• A monthly rental allows 176 hours of use</li></ul>				
	If the usage meter exceeds the above usage upon return additional charges listed below will apply. <ul style="list-style-type: none"><li>• 1/16th of the daily rate for daily rentals</li><li>• 1/80th of the weekly rate for weekly rentals</li><li>• 1/352nd of the monthly rate for monthly rentals</li></ul>				
	Double and Triple Shifts: <ul style="list-style-type: none"><li>• Double shifts (16 hours per day) are one and a half times the daily rate</li><li>• Triple shifts (24 hours per day) are two times the daily rate</li></ul>				
	Note: This information is especially important when renting such equipment as pumps and generators.				
	Over Mileage Charges Standard allotted mileage for Pick-up Trucks (1/4 ton to 1 ton size): <ul style="list-style-type: none"><li>• A one day's rental will allow 100 miles of use</li><li>• A week's rental will allow 500 miles of use</li><li>• A monthly's rental allows 1500 miles of use</li></ul> If the odometer exceeds the above usage upon return an additional charge of \$0.20 per mile will apply.				
	Standard allotted mileage for Stake Body Trucks and Crane Trucks: <ul style="list-style-type: none"><li>• A one day's rental will allow 50 miles of use</li><li>• A week's rental will allow 250 miles of use</li><li>• A monthly's rental allows 750 miles of use</li></ul> If the odometer exceeds the above usage upon return an additional charge of \$0.25 per mile will apply.				
	Standard allotted mileage for Dump Trucks and Water Trucks: <ul style="list-style-type: none"><li>• A one day's rental will allow 50 miles of use</li><li>• A week's rental will allow 250 miles of use</li><li>• A monthly's rental allows 750 miles of use</li></ul> If the odometer exceeds the above usage upon return an additional charge of \$0.50 per mile will apply				

**CUSTOMER NUMBERS**

CUSTOMER NAME	CUSTOMER NUMBER
US COMMUNITIES GOLD	PENDING

US COMMUNITIES GOLD

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JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
WWW.JEFFCOMO.ORG

EXHIBIT

A5

Invitation for Bid: **EQUIPMENT RENTAL SERVICES 2015** Date Issued: **07-21-2015**

BIDS SHALL BE ACCEPTED UNTIL: **TUESDAY, AUGUST 18, 2015 AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**KURT W. WENGERT**  
Department of Public Works  
636-797-5427  
kwengert@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

**SAMPLE ENVELOPE**

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

**Contract Term:**  
UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

<u>BlueLine Rental</u>		<u>Quint Ward</u>	
Company Name		Authorized Agent (Print)	
<u>2231 Papin Street</u>		<u>[Signature]</u>	
Address		Signature	
<u>St. Louis, MO 63103</u>		<u>Managerial Gov. Sales</u>	
City/State/Zip Code		Title	
<u>314-588-1300</u>	<u>8-17-15</u>	<u>46-4542816</u>	
Telephone #	Date	Tax ID #	
<u>Quint.Ward@Bluelinereental.com</u>		<u>760-855-3963</u>	
E-mail		Fax #	

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### **\*REQUIRED DOCUMENTS\***

1. **Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.**  
(County must be added as additional insured if awarded)
- 2a. **Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)**  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>  
Or
- 2b. **A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
3. **A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**
4. **Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)**
5. **Cooperative Bid Form (last page)**
6. **All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
7. **Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

**1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS" 

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

**1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

**1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

**1.6 LATE BIDS:**

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

**1.7 BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required ( ) Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required ( ) Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X)Required ( ) Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

**1.14 BID OPENINGS**

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

**1.15 BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

**2.0 BID RESPONSE AND CONTRACT**

**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

**2.2 TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

**2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

**2.4 PRICE:**

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

**2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

**2.6 NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**2.7 DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**2.9 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.10 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.11 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.12 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.13 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- D-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.



**2.20 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.21 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.22 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.23 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of Delaware.

**2.25 LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Nathaniel Ward (Name of Business Entity Authorized Representative) as manager of Gov. Sales (Position/Title) first being duly sworn on my oath, affirm BlueLine Rental (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Equipment Rental Services Bid 2015 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that BlueLine Rental (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Equipment Rental Services 2015 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

  
Authorized Representative's Signature

Nathaniel Ward  
Printed Name


manager of Gov. Sales  
Title

8-17-15  
Date

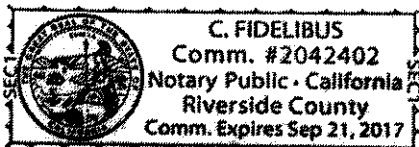
Subscribed and sworn to before me this 17<sup>th</sup> of August, 2015. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Riverside, State of  
(NAME OF COUNTY)

California and my commission expires on 09/21/2017.  
(NAME OF STATE) (DATE)

  
Signature of Notary

08/17/2015  
Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that BlueLine Rental (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Dwight Ward  
Authorized Business Entity  
Representative's Name  
(Please Print)

[Signature]  
Authorized Business Entity  
Representative's Signature

BlueLine Rental  
Business Entity Name

8-7-75  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

## **SPECIFICATIONS FOR RENTAL SERVICES**

The County of Jefferson is accepting Rental Rate Sheets for numerous Rental Services (without operator). Pricing is for supplying equipment (without operator) for County use. The County will pick up equipment at supplier, but may on occasion require delivery to the County's place of business. Supplier should price available equipment. Rates should be given for daily, weekly and monthly rental. Size of equipment to be determined on an individual project basis. Some examples will be provided below.

Contract shall be based on net price resulting from percentage discount from specified price lists. Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease. The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

Current price lists shall be provided to the County with the bidding documents. Do not use chain discounts; show one discount only.

Bidder must supply the County with a toll free telephone number for placing orders.

Vendor shall ensure equipment will be available within (5) five days from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

Rental equipment includes but is not limited to:

RUBBER TIRE BACKHOE with 1500-2000 lb. Breaker Hammer  
TRACK HOE with 2500-5000 lb. Breaker Hammer  
AIR COMPRESSORS AND AIR TOOLS  
GENERATORS  
BOBCATS (SKID STEERS) AND ATTACHMENTS  
COMPACTION EQUIPMENT  
EXCAVATION EQUIPMENT  
LIFTING/HOISTING EQUIPMENT  
MIXERS  
PUMPS  
PUMPERS  
SAWS  
BROOMS  
HYDRO FLUSHER/VACUUM TRUCK  
HYDRO FLUSHER TRUCK  
MILLING MACHINE  
TRACTOR WITH MOWER (SIDE MOUNT BRUSH HOG OR BOOM ATTACHMENT)

**Please list any other rental equipment not specified above.**

### TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance. All equipment will be rented as needed.

### CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

#### RATE SHEET PRICE

#### PRICING OFFERED

#### DISCOUNT

Available Equipment  
Picked up at your yard:

See Attached

Delivery Charge to  
5275 State Highway B, Hillsboro:

See Attached

**RATE SHEET PRICES WILL REMAIN IN EFFECT UNTIL August 1, 2016. New rate sheets will be furnished for prices after August 1, 2016.**

If you cannot hold your price for one year, you will guarantee this price to remain in effect until:

\_\_\_\_\_  
(DATE YOUR PRICES EXPIRE)

In emergency, can we call you after regular hours? YES ☒ NO ☐

If yes, name party to call: Tim Carroll

Telephone number: 314-922-7593

County of Jefferson  
Pricing for Equipment Rental Services 2015



2231 Papin Street  
St. Louis, MO 63103  
(314) 588-1300

Cat-Class	Category	Day Rate	Week Rate	Month Rate	Delivery	Pick Up
100-1030	19-20' PERSONNEL LIFT	\$117	\$270	\$626	\$172.50	\$172.50
100-1045	25-26' PERSONNEL LIFT	\$115	\$295	\$616	\$172.50	\$172.50
100-1050	30' PERSONNEL LIFT	\$135	\$322	\$680	\$172.50	\$172.50
101-1010	34-35' ARTIC BOOM LIFT	\$245	\$720	\$1,880	\$172.50	\$172.50
101-1025	39' ARTIC BOOM LIFT	\$308	\$890	\$2,672	\$172.50	\$172.50
101-1040	40' ARTIC BOOM LIFT	\$336	\$821	\$2,165	\$172.50	\$172.50
101-1045	45-46' ARTIC BOOM LIFT	\$342	\$840	\$2,168	\$172.50	\$172.50
101-1080	60-66' ARTIC BOOM LIFT	\$425	\$1,097	\$2,855	\$172.50	\$172.50
101-1110	80-86' ARTIC BOOM LIFT	\$739	\$1,599	\$4,313	\$172.50	\$172.50
101-1120	120-126' ARTIC BOOM LIFT	\$1,155	\$3,224	\$9,256	\$172.50	\$172.50
101-1125	130-136' ARTIC BOOM LIFT	\$1,612	\$4,001	\$11,685	\$172.50	\$172.50
102-1015	19-20' SCISSOR LIFT ELEC	\$133	\$293	\$597	\$172.50	\$172.50
102-1025	26' SCISSOR LIFT ELEC	\$166	\$367	\$804	\$172.50	\$172.50
102-1040	32-33' SCISSOR LIFT ELEC	\$204	\$463	\$1,000	\$172.50	\$172.50
102-1055	40' SCISSOR LIFT ELEC	\$270	\$671	\$1,837	\$172.50	\$172.50
103-1000	26-27' RT SCISSOR LIFT	\$206	\$477	\$1,245	\$172.50	\$172.50
103-1010	32-33' RT SCISSOR LIFT	\$201	\$532	\$1,319	\$172.50	\$172.50
103-1020	40' RT SCISSOR LIFT	\$179	\$583	\$1,336	\$172.50	\$172.50
103-1030	43' RT SCISSOR LIFT	\$203	\$683	\$1,667	\$172.50	\$172.50
104-1000	40-46' TELESCOPING BOOM LIFT	\$330	\$803	\$2,069	\$172.50	\$172.50
104-1015	60-66' TELESCOPING BOOM LIFT	\$428	\$1,078	\$2,774	\$172.50	\$172.50
104-1030	80-86' TELESCOPING BOOM LIFT	\$591	\$1,907	\$4,774	\$172.50	\$172.50
104-1045	120-126' TELESCOPING BOOM LIFT	\$1,260	\$3,512	\$8,540	\$172.50	\$172.50
104-1050	130-136' TELESCOPING BOOM LIFT	\$1,423	\$3,962	\$11,457	\$172.50	\$172.50
105-1000	34-35' TOWABLE BOOM LIFT	\$239	\$622	\$1,714	\$172.50	\$172.50
105-1010	50' TOWABLE BOOM LIFT	\$278	\$742	\$2,163	\$172.50	\$172.50
120-1035	5000 LB IND FORKLIFT	\$216	\$567	\$1,388	\$172.50	\$172.50
121-1005	6000 LB STR FORKLIFT	\$248	\$975	\$1,550	\$172.50	\$172.50
121-1025	8000 LB STR FORKLIFT	\$280	\$1,155	\$3,282	\$172.50	\$172.50
122-1015	6000 LB 42-48' FORKLIFT	\$384	\$1,011	\$2,723	\$172.50	\$172.50
122-1020	8000 LB 42-48' FORKLIFT	\$422	\$1,198	\$3,155	\$172.50	\$172.50
122-1030	10000 LB 42-48' FORKLIFT	\$414	\$1,492	\$3,469	\$172.50	\$172.50
122-1040	12000 LB 54-56' FORKLIFT	\$600	\$1,745	\$4,907	\$172.50	\$172.50
123-1025	18' MATERIAL LIFT	\$75	\$206	\$557	\$172.50	\$172.50
123-1045	PALLET JACK MANUAL	\$51	\$156	\$388	\$172.50	\$172.50
130-1015	12' TRUSS BOOM	\$117	\$195	\$542	\$172.50	\$172.50
130-1025	15' TRUSS BOOM	\$65	\$195	\$618	\$172.50	\$172.50
130-1047	BUCKET FORKLIFT	\$120	\$408	\$684	\$172.50	\$172.50
140-1000	LANDSCAPE LOADER	\$286	\$862	\$2,380	\$172.50	\$172.50
140-1035	BACKHOE 4WD ROPS	\$338	\$1,003	\$2,504	\$172.50	\$172.50
140-1040	BACKHOE 4WD CAB	\$340	\$983	\$2,291	\$172.50	\$172.50
140-1065	1500 LB HYDRAULIC BREAKER	\$500	\$1,462	\$3,510	\$172.50	\$172.50
140-1080	COMPACTION WHEEL BACKHOE	\$154	\$457	\$975	\$172.50	\$172.50

141-1020	1750-1850 LB SKID STEER	\$245	\$675	\$1,739	\$172.50	\$172.50
141-1030	2150-2400 LB SKID STEER	\$265	\$802	\$1,953	\$172.50	\$172.50
141-1050	1900-2000 LB SKID STEER TRACK	\$344	\$1,031	\$2,779	\$172.50	\$172.50
141-1060	2500-2600 LB SKID STEER TRACK	\$374	\$1,099	\$3,010	\$172.50	\$172.50
141-1075	3100-3500 LB SKID STEER TRACK	\$331	\$1,033	\$2,811	\$172.50	\$172.50
141-1090	AUGER SKID STEER ATTACHMENT	\$124	\$312	\$936	\$172.50	\$172.50
141-1175	TRENCHER SKID STEER ATTACHMENT	\$125	\$451	\$1,350	\$172.50	\$172.50
143-1015	2.1-2.5 YD WHEEL LOADER	\$601	\$1,629	\$4,539	\$172.50	\$172.50
143-1020	2.6-3.0 YD WHEEL LOADER	\$638	\$1,965	\$5,434	\$172.50	\$172.50
143-1025	3.1-3.5 YD WHEEL LOADER	\$750	\$2,339	\$6,161	\$172.50	\$172.50
144-1010	4000 LB CLASS COMPACT EXCAVATOR	\$230	\$639	\$1,768	\$172.50	\$172.50
144-1020	6000 LB CLASS COMPACT EXCAVATOR	\$256	\$733	\$2,015	\$172.50	\$172.50
144-1030	9000 LB CLASS COMPACT EXCAVATOR	\$335	\$875	\$2,597	\$172.50	\$172.50
144-1035	11000 LB CLASS COMPACT EXCAVATOR	\$365	\$1,065	\$2,917	\$172.50	\$172.50
144-1040	17000 LB CLASS COMPACT EXCAVATOR	\$487	\$1,378	\$3,892	\$172.50	\$172.50
144-1055	500 LB HYDRAULIC BREAKER ATTACHMENT	\$249	\$748	\$2,048	\$172.50	\$172.50
144-1060	750 LB HYDRAULIC BREAKER ATTACHMENT	\$358	\$1,040	\$2,767	\$172.50	\$172.50
145-1005	30000 LB CLASS EXCAVATOR	\$604	\$1,782	\$4,946	\$172.50	\$172.50
145-1010	35000 LB CLASS EXCAVATOR	\$690	\$1,941	\$5,554	\$172.50	\$172.50
145-1015	45000 LB CLASS EXCAVATOR	\$856	\$2,381	\$6,602	\$172.50	\$172.50
145-1095	3000 LB HYDRAULIC BREAKER ATTACHMENT	\$728	\$2,145	\$6,435	\$172.50	\$172.50
145-1105	4000 LB HYDRAULIC BREAKER ATTACHMENT	\$780	\$2,446	\$6,825	\$172.50	\$172.50
146-1025	16-18 HP TRENCHER WALK BEHIND	\$199	\$603	\$1,498	\$172.50	\$172.50
146-1055	40 HP TRENCHER RIDE ON	\$337	\$942	\$2,676	\$172.50	\$172.50
147-1000	70 HP CLASS DOZER	\$498	\$1,424	\$4,136	\$172.50	\$172.50
147-1015	90 HP CLASS DOZER	\$589	\$1,806	\$5,218	\$172.50	\$172.50
160-1020	48" SINGLE DRUM ROLLER	\$455	\$1,140	\$2,850	\$172.50	\$172.50
160-1035	54" SINGLE DRUM ROLLER	\$349	\$1,074	\$2,986	\$172.50	\$172.50
160-1040	66" SINGLE DRUM ROLLER	\$467	\$1,359	\$3,828	\$172.50	\$172.50
160-1050	84" SINGLE DRUM ROLLER	\$541	\$1,686	\$4,869	\$172.50	\$172.50
161-1000	35-39" DOUBLE DRUM ROLLER	\$175	\$500	\$1,500	\$172.50	\$172.50
161-1020	45-49" DOUBLE DRUM ROLLER	\$247	\$918	\$2,201	\$172.50	\$172.50
165-1015	150-169 LB VIBRATORY RAMMER	\$98	\$261	\$710	\$172.50	\$172.50
180-1015	5 YD DUMP TRUCK	\$322	\$977	\$2,663	\$172.50	\$172.50
181-1000	2000 GAL WATER TRUCK	\$414	\$1,302	\$3,578	\$172.50	\$172.50
201-1005	185 CFM TOWABLE AIR	\$152	\$401	\$924	\$172.50	\$172.50
201-1020	375 CFM TOWABLE AIR	\$184	\$628	\$1,477	\$172.50	\$172.50
202-1015	24-30 LB AIR BREAKER	\$58	\$146	\$370	\$172.50	\$172.50
202-1020	60 LB AIR BREAKER	\$65	\$181	\$477	\$172.50	\$172.50
202-1025	90 LB AIR BREAKER	\$68	\$169	\$496	\$172.50	\$172.50
220-1035	6-6.9 KW PORTABLE GENERATOR	\$68	\$193	\$433	\$172.50	\$172.50
221-1010	25-29 KW (31-36 KVA)	\$181	\$520	\$1,346	\$172.50	\$172.50
221-1030	60-69 KW (75-86 KVA)	\$224	\$792	\$1,796	\$172.50	\$172.50
223-1005	4000 WATT TOWABLE LIGHT	\$112	\$284	\$742	\$172.50	\$172.50
240-1000	7 CF MORTAR MIXER	\$66	\$199	\$596	\$172.50	\$172.50
240-1012	9 CF MORTAR MIXER	\$52	\$125	\$325	\$172.50	\$172.50
240-1030	6 CF CONCRETE MIXER	\$104	\$312	\$720	\$172.50	\$172.50
240-1035	9 CF CONCRETE MIXER	\$80	\$250	\$720	\$172.50	\$172.50
242-1070	3 HP CONCRETE VIBRATOR	\$50	\$150	\$450	\$172.50	\$172.50
260-1010	2" SUBMERSIBLE PUMP	\$40	\$120	\$360	\$172.50	\$172.50

260-1035	3" TRASH PUMP GAS	\$65	\$195	\$585	\$172.50	\$172.50
300-1125	14" DEMO SAW GAS	\$60	\$180	\$540	\$172.50	\$172.50
300-1175	18" WALK BEHIND SAW	\$90	\$269	\$808	\$172.50	\$172.50
304-1040	225-250 AMP WELDER GAS	\$70	\$195	\$540	\$172.50	\$172.50
304-1080	400 AMP WELDER DSL	\$100	\$275	\$630	\$172.50	\$172.50
305-1000	1/2" HAMMER DRILL	\$52	\$155	\$465	\$172.50	\$172.50
305-1005	3/4" HAMMER DRILL	\$45	\$135	\$405	\$172.50	\$172.50
305-1010	7/8" HAMMER DRILL	\$38	\$112	\$338	\$172.50	\$172.50
305-1050	30-39 LB ELEC BREAKER	\$65	\$196	\$500	\$172.50	\$172.50
305-1060	60-79 LB ELEC BREAKER	\$80	\$240	\$720	\$172.50	\$172.50
320-1020	3000-3499 PSI PRESSURE WASHER	\$90	\$270	\$810	\$172.50	\$172.50
367-1005	500 GAL WATER TRAILER	\$120	\$360	\$1,080	\$172.50	\$172.50

The following charges are not included in the above pricing: Sales Tax & rental tax (If Applicable) & LDW (14% if applicable). Environmental Fee (1.5%). Hours quoted are single shift - 8 hours/day, 40 hours/week & 160 hours/4-weeks. 1 day minimum rental. We bill on a 28/day billing cycle.



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 17<sup>th</sup> day of August 2015:

BlueLine Rental  
Company Name

County of Jefferson, State of Missouri

[Signature]  
Signature  
Quint Ward  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

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

2231 Papin St.

St. Louis, MO 63103

Phone: 314-588-1300

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

## COOPERATIVE BID FORM

Bid Name: BlueLine Rental

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes 1 No       

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to  
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ none

BY: Quint Ward

TITLE: manager of Gov. Sls

COMPANY: BlueLine Rental

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 619-571-2122 E-mail Quint.ward@bluelinerental.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2015

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

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

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
710470-BLR-GAWX-15-18	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> BlueLine Rental, LLC 127 Walnut Bottom Road Shippensburg, PA 17257	<b>INSURER A:</b> National Liability & Fire Insurance Company	<b>NAIC #</b> 20062
	<b>INSURER B:</b> Greenwich Insurance Company	22322
	<b>INSURER C:</b> XL Insurance America, Inc.	24564
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:**

CLE-004042811-05

**REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		43GLO10014702	01/31/2015	01/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 250,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		RAD943768501	01/31/2015	01/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$		43UM0100148 02	01/31/2015	01/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD943544501 (AOS) RWR943544601 (WI)	01/31/2015 01/31/2015	01/31/2016 01/31/2016	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The above referenced policy includes coverage for all locations and operations of BlueLine Rental, LLC

Additional Insured status is granted where required by written contract or agreement but limited to the operations of the Insured under said contract or agreement, and always subject to the insurance policy terms, conditions and exclusions. Waiver of Subrogation is granted where required by written contract or agreement but limited to the operations of the Insured under said contract or agreement, and always subject to the insurance policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**BlueLine Rental, LLC  
127 Walnut Bottom Road  
Shippensburg, PA 17257

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

AGENCY CUSTOMER ID: 710470

LOC #: Philadelphia



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> BlueLine Rental, LLC 127 Walnut Bottom Road Shippensburg, PA 17257
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	
<b>EFFECTIVE DATE:</b>		

## ADDITIONAL REMARKS

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

### Additional Named Insureds:

BL Rental, LLC 127 Walnut Bottom Road, Shippensburg, PA 17257  
 BlueLine Rental, Inc. 10721-214 Street NW Edmonton, AB T5S 2A3 Canada  
 BlueLine Rental PR, Inc. P.O. Box 366279, San Juan, 00936 Puerto Rico  
 BlueLine Rental Finance Corporation c/o 380 North Crescent Drive, Beverly Hills, CA 90210



August 27, 2015

Jefferson County, Missouri  
Attn: Contracts  
PO Box 100  
Hillsboro, MO 63050

To Whom It May Concern:

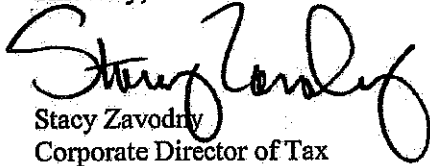
BlueLine Rental, LLC ("BlueLine" or "the Company") is bidding on a contract with Jefferson County. One requested item in the bid package is proof that the Company is not delinquent in paying taxes in the county, which would be evidenced by receipts for real and personal property payments for the past three years.

BlueLine does not own or lease any real property located in Jefferson County, Missouri. According to our records we have not ever done so, but absolutely not for the last three years in question.

Additionally, BlueLine does not own any personal property or equipment situated in Jefferson County, Missouri. We do have locations in adjacent counties, which may from time to time rent equipment to customers located in Jefferson County. But according to our tracking system, the Company has not been required to file a Jefferson County personal property rendition to date.

Please feel free to contact me via email at [Stacy.Zavodny@BlueLineRental.com](mailto:Stacy.Zavodny@BlueLineRental.com) or by telephone or postal service at the address and phone number listed below. Thank you so much for your assistance in this matter.


Sincerely,

  
Stacy Zavodny  
Corporate Director of Tax

State of Texas  
County of Montgomery

This instrument was acknowledged before me on September 2, 2015 by Stacy Zavodny, Corporate Director of Tax for BlueLine Rental, LLC a Delaware Corporation, on behalf of said corporation.



  
Kelley Michele Matter, Notary Public

Stacy Zavodny, Director of Tax  
8401 New Trails Drive, Suite 150  
The Woodlands, TX 77381

bluelinrental.com  
Main: 832.299.7500  
Direct: 832.299.7528  
Fax: 281.282.6675



# County of Jefferson

## State of Missouri

Administration Center  
729 Maple Street - PO Box 100  
Hillsboro, Missouri 63050

Ken Waller  
County Executive

### DEPARTMENT OF ADMINISTRATIVE SERVICES

David B. Courtway-Director

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

Nicole Crawford  
Human Resources Manager  
(636)797-5071 / Fax (636)797-5596

Vickie Pratt  
General Services/Contracts & Grants Manager  
(636)797-5380 / Fax (636)797-5067

# FILE COPY

VOLVO RENTS  
ATTENTION: QUINT WARD  
2231 PAPIN STREET  
SAINT LOUIS MO 63103

## URGENT/INVITATION FOR BID

July 21, 2015

To whom it may concern:  
Jefferson County, Missouri is currently seeking sealed BID for *EQUIPMENT RENTAL SERVICES 2015*.

The Invitation for Bid / Request for Proposal notices are posted on our website at [www.jeffcomo.org](http://www.jeffcomo.org) under the Services Tab, Invitation for Bid/Request for Proposal link.

The Invitation for Bid / Request for Proposal notices can only be opened thru the Adobe software application and are not in electronic format. Submissions must be either hand written or typed.

If unable to access *EQUIPMENT RENTAL SERVICES 2015* at [www.jeffcomo.org](http://www.jeffcomo.org) Contact Purchasing at 636-797-5380 to obtain a hard copy of the *EQUIPMENT RENTAL SERVICES 2015* notice.

One (1) original and two (2) signed copies of the Invitation for Bid / Request for Proposal must be submitted in a sealed envelope plainly marked with *EQUIPMENT RENTAL SERVICES 2015* to the following address:

Department of the County Clerk  
Wes Wagner  
729 Maple Street  
PO Box 100  
Hillsboro MO 63050

All sealed BID must be received by 2:00 p.m. on AUGUST 18, 2015.  
Late or faxed BID will be rejected and returned to sender.

To update your company's contact information on our vendor list, please fax a copy of your company's letterhead with the new contact information to 636-797-5067.

If you do not own any real or personal property in Jefferson County, please provide a verified affidavit stating so and return it with the bid.

Thank you for your interest. We are looking forward to receiving your BID.

Sincerely,  
Vickie S. Pratt



JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
WWW.JEFFCOMO.ORG



Invitation for Bid: EQUIPMENT RENTAL SERVICES 2015

Date Issued: 07-21-2015

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, AUGUST 18, 2015 AT 2:00 P.M. LOCAL TIME.

**Specification**

**Contact:**

KURT W. WENGERT  
Department of Public Works  
636-797-5427  
kwengert@jeffcomo.org

**Contract**

**Contact:**

VICKIE PRATT  
Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Bid Information As  
Shown In Sample:**

**SAMPLE ENVELOPE**

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

**Contract Term:**

UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE

**Vendor  
Information:**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for two additional one-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Wm. Nobbe & Co.  
Company Name

James M. Wesbecker  
Authorized Agent (Print)

12615 State Rt. A  
Address

James M. Wesbecker  
Signature

Ste. Genevieve Mo. 63070  
City/State/Zip Code

JA/ES  
Title

800-316-5703  
Telephone #

7/31/2015  
Date

37-0441750  
Tax ID #

jw@wbesbecker.com  
E-mail

573-883-5368  
Fax #

## **TABLE OF CONTENTS:**

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<b>Bid Requirements</b>	<b>Page 3</b>
<b>Bid Response and Contract</b>	<b>Page 5</b>
<b>Affidavit</b>	<b>Page 9</b>
<b>Specifications</b>	<b>Page 11</b>

### **\*REQUIRED DOCUMENTS\***

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.  
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit stating that the applicant does not own any real estate or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

**\*BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**



**1.0 BID REQUIREMENTS**

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: \_\_\_\_\_"

**1.1 BID SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

**1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

**1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

**1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

**1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

**1.6 LATE BIDS:**

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

**1.7 BID DEPOSITS/BONDS:**

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

**1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

**1.10 INCORPORATION OF DOCUMENTS:**

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

**1.11 ADDENDA:**

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**1.12 INSURANCE:**

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**1.13 BID SUBMISSIONS**

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

#### 1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

#### 1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcommo.org](http://www.jeffcommo.org). **NO COPIES** of bid tabulations are sent to vendors.

#### 2.0 BID RESPONSE AND CONTRACT

##### 2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

##### 2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

##### 2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

##### 2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Bid prices are **ALL INCLUSIVE**: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

##### 2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

**2.6 NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

**2.7 DEFINITIONS:**

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

**2.8 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**2.9 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.10 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.11 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.12 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.13 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.14 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.15 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.16 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- D-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.17 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.18 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.19 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

**2.20 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.21 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.22 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

**2.23 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

**2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Incorporated in the State of ILLINOIS.

**2.25 LITIGATION:**

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

**2.26 LANGUAGE:** Bids and all related documents will only be accepted in the English Language.

**AFFIDAVIT OF WORK AUTHORIZATION**

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Rose Lehmann (Name of Business Entity Authorized Representative) as Human Resources Manager (Position/Title) first being duly sworn on my oath, affirm Wm Nobbie & Co. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Equipment Sales & Service (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Wm. Nobbie & Co. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to \_\_\_\_\_ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

Rose Lh  
Authorized Representative's Signature

Rose Lehmann  
Printed Name

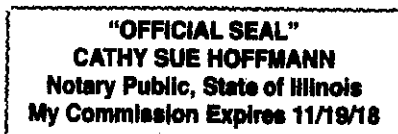
Human Resources Manager Title 08/14/2015 08/17/2015 Date

Subscribed and sworn to before me this 17<sup>th</sup> of AUGUST. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of MONROE, State of  
(NAME OF COUNTY)

Illinois and my commission expires on 11-19-18.  
(NAME OF STATE) (DATE)

Cathy Sue Hoffmann Signature of Notary 8-17-2015 Date



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Wm Nobbco & Co. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Rose Lehmann  
Authorized Business Entity  
Representative's Name  
(Please Print)

[Signature]  
Authorized Business Entity  
Representative's Signature

Wm Nobbco & Co.  
Business Entity Name

08/14/2015  
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program  
(Website: <http://www.dhs.gov/e-verify>;  
Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).



## SPECIFICATIONS FOR RENTAL SERVICES

The County of Jefferson is accepting Rental Rate Sheets for numerous Rental Services (without operator). Pricing is for supplying equipment (without operator) for County use. The County will pick up equipment at supplier, but may on occasion require delivery to the County's place of business. Supplier should price available equipment. Rates should be given for daily, weekly and monthly rental. Size of equipment to be determined on an individual project basis. Some examples will be provided below.

Contract shall be based on net price resulting from percentage discount from specified price lists. Price increase/decrease will be allowed under this contract; however, the percentage discount shall remain the same. The County shall be notified at the time of the order of any price increase or decrease. The pricing offered may be any such as: MSRP, List, Retail, State bid, Government, Dealer, Contractor, or other.

Current price lists shall be provided to the County with the bidding documents. Do not use chain discounts; show one discount only.

Bidder must supply the County with a toll free telephone number for placing orders.

Vendor shall ensure equipment will be available within (5) five days from the order being placed. Failure to comply with this requirement will be seen as a violation of the terms of this contract and may carry any or all of the following actions: cancellation of the initial order; reorder with the next lowest, responsive, and responsible bidder; or elimination of vendor from consideration of future orders.

Vendor is instructed to contact Kurt Wengert at 636-797-5427 regarding any and all questions concerning this contract.

Rental equipment includes but is not limited to:

RUBBER TIRE BACKHOE with 1500-2000 lb. Breaker Hammer  
TRACK HOE with 2500-5000 lb. Breaker Hammer  
AIR COMPRESSORS AND AIR TOOLS  
GENERATORS  
BOBCATS (SKID STEERS) AND ATTACHMENTS  
COMPACTION EQUIPMENT  
EXCAVATION EQUIPMENT  
LIFTING/HOISTING EQUIPMENT  
MIXERS  
PUMPS  
PUMPERS  
SAWS  
BROOMS  
HYDRO FLUSHER/VACUUM TRUCK  
HYDRO FLUSHER TRUCK  
MILLING MACHINE  
TRACTOR WITH MOWER (SIDE MOUNT BRUSH HOG OR BOOM ATTACHMENT)

**Please list any other rental equipment not specified above.**

### TERM OF CONTRACT

This contract will remain in effect for 12 months from the date of acceptance. All equipment will be rented as needed.

### CONTRACT RENEWAL

The County of Jefferson reserves the right to renew this contract for two additional 12-month periods at the same discounts, terms and conditions.

#### RATE SHEET PRICE

#### PRICING OFFERED

#### DISCOUNT

Available Equipment  
Picked up at your yard:

SEE ATTACHED

0%

Delivery Charge to  
5275 State Highway B, Hillsboro:

\$300.00

0%

**RATE SHEET PRICES WILL REMAIN IN EFFECT UNTIL August 1, 2016. New rate sheets will be furnished for prices after August 1, 2016.**

If you cannot hold your price for one year, you will guarantee this price to remain in effect until:

12 months from time of bid date.  
(DATE YOUR PRICES EXPIRE)

In emergency, can we call you after regular hours? YES ☒ NO ☐

If yes, name party to call: Jim Wesbecker

Telephone number: 573-883-0398

Waterloo, IL

Steeleville, IL

Jerseyville, IL

Scott City, MO

Ste. Genevieve, MO

Farrington, MO

St. Peters, MO



JOHN DEERE



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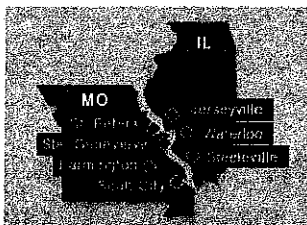
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→ USED EQUIPMENT

→ PHOTO GALLERY

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**JD PARTS**  
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VISIT JD PARTS NOW

Build Your Own Equipment

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Waterloo, IL

**79 °F**Feels like  
82 °F

Rain chance:

60 %

Max:

87 °F

Min:

70 °F

Barometer:

1 Hg.

Dew. point:

72 °

Humidity:

79 %

Visibility:

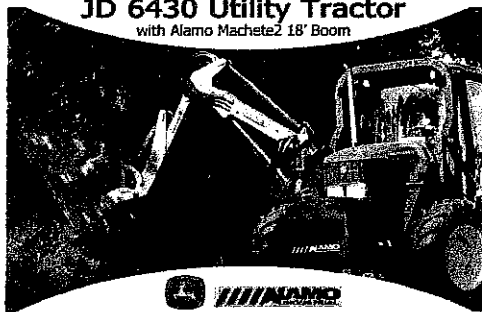
16 miles

Wind:

11 mph  
Direction: S, 170 °Updated:  
18/08/2015 9:45am

## Rentals

## Rental Options

**JD 6430 Utility Tractor**  
 with Alamo Machete2 18' Boom


John Deere has been bringing unbeatable quality to the market for years. Now combine that quality with the convenience of Alamo Boom Mowers and you have an ideal job done at once.

Unruly vegetation is no match for the power of the Machete. With 215" head rotation and 128" boom swing, it has the ability to cut through material up to six inches in diameter, making it ideal for parks, airports, roadside, and right-of-way clearing.

Why Rent the JD 6430 with Alamo 18' Mower :

- Tractor Cab Designed with Optimal Visibility
- 115 Engine HP
- Comfortable Operator's Station
- Joystick Control for Boom Mower
- 18' Boom Reach
- Efficient Hydraulics
- Boom is Constructed of a Two-Piece Design and made of Heavy Duty Alloy Steel

## Rate Options:

Monthly \$6,000  
Weekly \$2,000  
Daily \$600

\*Rental payments are due at time of agreement. Proof of liability insurance is required, along with a 10% security deposit.

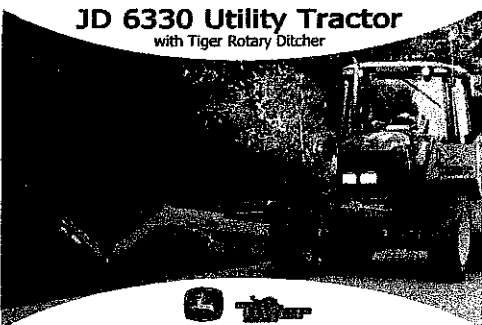
**COMING SPRING 2013!!**

## Tiger Prowler Slope Pro

This fully remote controlled, tracked mower can tackle hazardous, labor demanding, intensive areas of mowing. Unit has a 300 feet operating range and automatic shutoff if it becomes tilted or out of the operator's vision.

To schedule a Rental Unit or to learn more Rental options, contact Jim (573-883-0398) or Randy (618-444-3440).

\*Rental payments are due at time of agreement. Pick-up and delivery charges not included in rates listed above. Pick-up and delivery can be done by customer. Customer must provide proof of insurance at time of rental agreement.

**JD 6330 Utility Tractor**  
 with Tiger Rotary Ditcher


John Deere has been bringing unbeatable quality to the market for years. Now combine that quality with the convenience of Tiger Boom products and you have an ideal job done at once.

When sediment threatens the flow of your ditches, many areas of concern come to mind. With a 22" diameter cutting width, Tiger Rotary Ditchers can break up the material to keep water moving at a steady pace. Ditcher can be used rain or shine.

Why Rent the JD 6330 with Tiger Ditcher :

- Tractor Cab Designed with Optimal Visibility
- Comfortable Operator's Station
- Standard Cutter Head Equipped with Three Heat Treated, Self-Sharpening, Replaceable Knives and Wear Plates
- 22" Diameter Cutting Width
- Hydraulic Deflector Chute Allows Spoils Placement where you want them

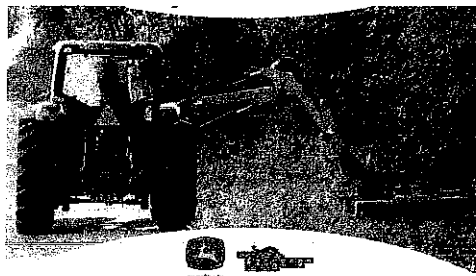
## Rate Options:

Monthly \$6,000  
Weekly \$2,000  
Daily \$600

\*Rental payments are due at time of agreement. Proof of liability insurance is required, along with a 10% security deposit.

**JD 6330 Utility Tractor**

with Tiger TR850 21' Boom Mower



John Deere has been bringing unbeatable quality to the market for years. Now combine that quality with the convenience of Tiger Boom products and you have snowload jobs, done with ease.

When hard to reach tree limbs, grassy road banks and other underground threaten the safety of your community's drivers, nothing is more important than getting the area trimmed up. Tiger Boom Mowers get the job done with ease and accuracy.

\*Rental payments are due at time of agreement. Proof of liability insurance is required, along with a 90-day Rental Agreement.

**Why Rent the 30 6330 with Tiger Mower :**

- Tractor Cab Designed with Optimal Visibility
- Comfortable Operator's Station
- Fabricated High Strength Head
- Tractor Safety Lock Controlled from Operator's Position
- Brake Valve Stops Tractor Head in Less than 7 Seconds
- Nitrogen Accumulator Provides Smooth Response and Reduces Shock Loads

**Rate Options:**

Monthly \$6,000

Weekly \$2,000

Daily \$600



## 2012 Durapatcher 125DJT

### Rental Rates

Durapatcher offers modern spray injection technology for potholes, alligator cracks, shoulders and washouts. It offers the most cost efficient and fastest repair method. No repeat repairs are needed, allowing more repairs in a day, with less labor.

Durapatcher is recognized by the Strategic Highway Research Program as the most durable and cost efficient repair method. After a four step process, the patch is ready for traffic immediately!

\*Rental payments are due at time of agreement. Proof of liability insurance is required, along with a 90-day Rental Agreement.

**Why Rent The Johnston VT-650:**

- Protected Vertical Feed System
- John Deere Diesel Engine
- Emission Tank
- No Stress Boom and Operator Controls
- Aggregate Feed System Penetrates up to 2.5" Rock
- Ergonomically Designed Boom System
- Self-Cleaning Vent-Ho Nozzle can Patch Close to Traffic without Overtop

**Rate Options:**

Monthly \$4,500

Weekly \$1,500



## 2012 Johnston VT-650

### Rental Rates



**Johnston**  
SWEEPERS

The VT has established itself as the most reliable and dependable sweeper ever produced. The current VT-650 has been developed from over 50 years of evolution and continuous improvement to meet the demands required by the industry.

With over 20,000 sweepers in service Worldwide, The Johnston VT-650 is designed to get your job completed. Combine this with the knowledge of Wm. Nobbe & Co., Inc. and your street sweeping jobs just got a little easier.

\*Rental payments are due at time of agreement. Proof of liability insurance is required, along with a 90-day Rental Agreement.

**Why Rent The Johnston VT-650:**

- H2 Freightliner Chassis (CDL Qualified)
- Supawash High Pressure Wash System
- 96" Sweeping Pattern
- 18" Vacuum Tube
- Catch Basin Cleaner
- 8.5 Cubic Yard Hopper
- Dual Sweeps Control (Left or Right)
- Top Safety Features

**Rate Options:**

Monthly \$10,000

Weekly \$3,500

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 31 day of July 2015:

Wm. Hobbe & Co.  
Company Name

County of Jefferson, State of Missouri

James M. Wesbecher  
Signature  
JAMES M. WESBECHER  
Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

Company Address: 12615 State Rt. A  
Ste. Genevieve MO.  
63670

Phone: 800-316-5703

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

[Signature]  
County Auditor

APPROVED AS TO FORM

[Signature]  
County Counselor

## COOPERATIVE BID FORM

Bid Name: Equipment Rental Service 2015

**INSTRUCTIONS:** Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

### COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

**Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?**

Yes X No       

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, ***is not a prerequisite for award***, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

**Bidders are encouraged to extend contract prices to  
Municipalities and any other tax-supported entities.**

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ 600.<sup>00</sup>

BY: James M. Wesbecher

TITLE: Sales

COMPANY: W.M. Hobbe & Co.

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 800-316-5703 E-mail jwesbecher@wmhobbe.com

**THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO  
JEFFERSON COUNTY, MISSOURI**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/09/2014

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

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

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM		
<b>INSURED</b> WM NOBBE & COMPANY INC 110 S CHURCH ST WATERLOO, IL 62298		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY		13935
		<b>INSURER B:</b> FEDERATED SERVICE INSURANCE COMPANY		28304
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

**COVERAGES****CERTIFICATE NUMBER: 44****REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	N	N	9300374	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	9300374	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9300375	01/01/2015	01/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9245042	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**CERTIFICATE HOLDER**124-759-2  
STATE OF MISSOURI OFFICE OF ADMINISTRATION  
PO BOX 100  
JILLSBORO, MO 63050-0100

44 0

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



To Whom It May Concern,

RE: WMIOBBE & COMPANY INC

Enclosed is a certificate of insurance that has been renewed for a new policy term. If a copy of an additional insured or policy endorsement was requested, the document will be sent in a separate envelope.

If you have any questions regarding this please contact: the Federated Insurance Client Contact Center at:

Phone: 1-888-333-4949

Fax: 507-446-4664

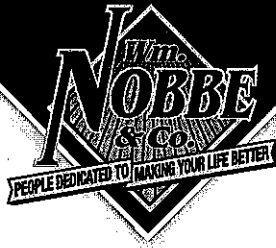
E-mail: [clientcontactcenter@fedins.com](mailto:clientcontactcenter@fedins.com)

Thank you,

Client Contact Center  
Federated Insurance Companies

Enclosed:  
Certificate of Insurance





August 28, 2015

Wm. Nobbe & Co., Inc.  
110 S. Church Street  
Waterloo IL 62298  
618-939-6717

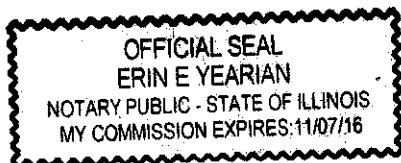
Jefferson County  
Attn: Contracts  
PO Box 100  
Hillsboro MO 63050

To whom it may concern:

This letter is to confirm that Wm. Nobbe & Co., Inc. does not own property in Jefferson County and therefore would not owe any real estate or personal property taxes in Jefferson County.

Sincerely,

Jared Nobbe  
Sales Manager  
Wm. Nobbe & Co., Inc.



*Erin E Yearian*  
*08/28/15*      *Exp. 11/07/16*

Visit us at [wmnobb.com](http://wmnobb.com)



STE. GENEVIEVE, MO ..... 1-800-316-5703 • [stegenevieve@wmnobb.com](mailto:stegenevieve@wmnobb.com)  
ST. PETERS, MO ..... 1-855-244-3107 • [stpeters@wmnobb.com](mailto:stpeters@wmnobb.com)  
FARMINGTON, MO ..... 1-800-704-2088 • [farmington@wmnobb.com](mailto:farmington@wmnobb.com)  
SCOTT CITY, MO ..... 1-877-729-7720 • [scottcity@wmnobb.com](mailto:scottcity@wmnobb.com)

STEELEVILLE, IL ..... 1-888-729-7720 • [steeleville@wmnobb.com](mailto:steeleville@wmnobb.com)  
JERSEYVILLE, IL ..... 1-800-322-9470 • [jerseyville@wmnobb.com](mailto:jerseyville@wmnobb.com)  
WATERLOO, IL ..... 1-800-729-7720 • [waterloo@wmnobb.com](mailto:waterloo@wmnobb.com)



Company ID Number: 879941

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Wm. Nobbe & CO. Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 879941

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 879941

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI

### PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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Approved by:

<b>Employer</b> Wm. Nobbe & CO. Inc.	
<b>Name (Please Type or Print)</b> Rose Lehmann	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/20/2015
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/27/2015



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Wm. Nobbe & CO. Inc.
Company Facility Address	110 South Church Street Waterloo, IL 62298
Company Alternate Address	
County or Parish	MONROE
Employer Identification Number	370441750
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	7

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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ILLINOIS	3 site(s)
MISSOURI	4 site(s)





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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name                      Rose Lehmann  
Phone Number        (618) 939 - 6717 ext. 2011  
Fax Number            (618) 507 - 0061  
Email Address        hr@wmnobb.com

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