



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

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4 of the County to award the bids and proposals to Lynch Diversified Vehicles, LDV for a  
5 term from 02-22-16 to 02-21-17 upon approval by the County Council and County  
6 Executive for the total amount up to **\$25,000.00** subject to budgetary limitations.

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

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

12 BID NAME

13 Traffic and D.W.I. Trailer

14 TERM

15 02-22-16 to 02-21-17

16 Upon approval by the County Council and County Executive

17 AMOUNT

18 Up to **\$25,000.00**

19 subject to budgetary limitations

20 AWARDED BIDDER

21 Lynch Diversified Vehicles, LDV

1        Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
2     County Executive to execute the agreement incorporated by Reference as Exhibit "A" and  
3     any agreements or contracts necessary to effectuate the award of the bids and proposals set  
4     forth in this Ordinance. The County Executive is further authorized to take any and all  
5     actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the  
6     Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

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

11       Section 4.     This Ordinance shall be in full force and effect from and after its  
12    date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
13    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>yes</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>yes</u> |

**THE ABOVE BILL ON THIS 22nd DAY OF February, 2016:**

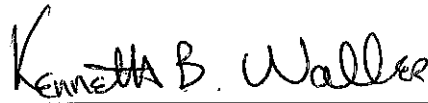
✓ **PASSED**             **FAILED**

  
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 25<sup>TH</sup> DAY OF FEBRUARY, 2016.

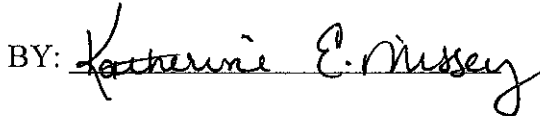
THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS  
BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2016.



\_\_\_\_\_  
Kenneth B. Waller, Jefferson County, Missouri, Executive

**ATTEST:**

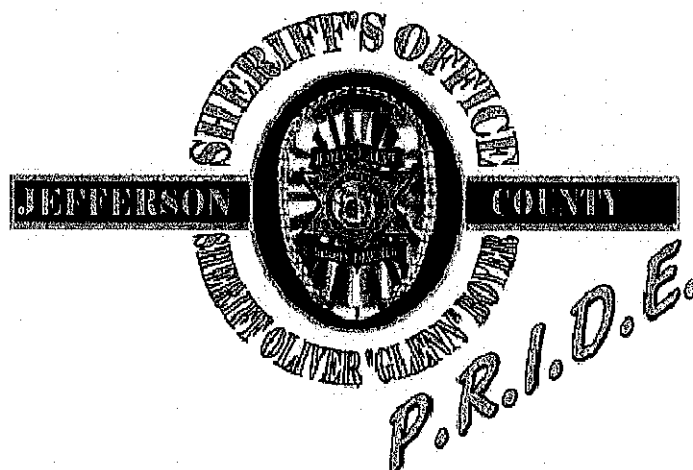
  
\_\_\_\_\_  
Wes Wagner, County Clerk

BY: 

First Reading: 02-22-2016



LYNCH DIVERSIFIED VEHICLES | HIGHEST STANDARDS.  
UNMATCHED VALUE.



## RFP for Traffic & D.W.I Trailer

Due: January 12, 2016 at 2pm Local Time

### Original LDV Proposal

Contact: Scott Remer 262-757-2476



180 Industrial Drive, Burlington WI 53147  
Phone (800) 558-5986, FAX (800) 329-2538



**LYNCH DIVERSIFIED VEHICLES | HIGHEST STANDARDS.  
UNMATCHED VALUE.**

## **TABLE OF CONTENTS**

LDV Cover Letter

Bid Documents

LDV Affidavit for Real or Personal Property

LDV Sample Certificate of Insurance Document

LDV Specifications

LDV Drawings

LDV References

**\*\*\*Front Pocket of the binder contains LDV brochures and DVD\*\*\***

# LDV Cover Letter





180 Industrial Drive  
Burlington, WI 53105  
Phone 800-558-5986  
Fax 262-763-0156

January 8, 2016

Dear Lt. Dave Marshak and Vickie Pratt,

We are pleased to provide Jefferson County with a bid proposal for the RFP for a Traffic & D.W.I Trailer. LDV has been manufacturing custom specialty vehicles/trailers for customers worldwide for almost forty years. LDV is recognized for manufacturing the highest quality vehicles/trailers and delivering superior customer service before, during and long after the sale. With over 20,000 vehicles in service nationwide our longevity and track record speaks for itself.

LDV leads in superior technological and construction innovation with a team of in house mechanical and electrical engineers. LDV is ISO 9001:2008 certified. The ISO standard is recognized around the world and is extremely comprehensive. This reassures our customers that LDV maintains consistency in all phases of our operations.

LDV has parts and service available 24/7 and employs twenty service drivers for on-site service calls nationwide. Our commitment to customer satisfaction is evident in everything we do and we firmly believe that our quality and the value of an LDV vehicle exceeds anything else available.

Regards,

Scott C. Remer  
Senior Sales Specialist  
LDV, Inc.  
Telephone: (262) 757-2476  
Email: sremer@ldvusa.com

# Bid Documents



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

**Request for Proposal: TRAFFIC & D.W.I. TRAILER**

**Date Issued: 12-11-15**

**PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 12, 2016, AT 2:00 P.M. LOCAL TIME.**

**Specification  
Contact:**

**LT. DAVE MARSHAK**  
Jefferson County Sheriff's Office  
636-797-5023  
dmarshak@jeffcomo.org

**Contract  
Contact:**

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

**Mail (3) Three  
Complete Copies  
With Vendor And  
Proposal  
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 PROPOSAL: (PROPOSAL NAME)*

**Contract Term:  
upon approval by  
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 Proposal, 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 one 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>LDV Inc.</u>             | <u>Nancy Strelow</u>            |
| Company Name                | Authorized Agent (Print)        |
| <u>180 Industrial Drive</u> | <u>Nancy Strelow</u>            |
| Address                     | Signature                       |
| <u>Burlington WI 53105</u>  | <u>Vice President</u>           |
| City/State/Zip Code         | Title                           |
| <u>262-763-0147</u>         | <u>1/8/16</u> <u>39-1281237</u> |
| Telephone #                 | Date      Tax ID #              |
| <u>rphillips@ldvusa.com</u> | <u>262-767-2529</u>             |
| E-mail                      | Fax #                           |

## **TABLE OF CONTENTS:**

|  |                |
|--|----------------|
| <b>Legal Notice and Request for Proposal</b> | <b>Page 1</b>  |
| <b>Table of Contents</b>                     | <b>Page 2</b>  |
| <b>Proposal Requirements</b>                 | <b>Page 3</b>  |
| <b>Proposal Form 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 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**

## PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: NS"

**A. PROPOSAL SUBMISSION:**

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. 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.

**B. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

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 proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

**C. PROPOSAL PREPARATION:**

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
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.

**D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

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

**E. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

**F. PROPOSAL DEPOSITS/BONDS:**

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

**G. MATERIAL AVAILABILITY:**

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor 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.

**H. ALTERNATE PROPOSALS:**

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

**I. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, 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.

**J. ADDENDA:**

Addenda to proposal 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 proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**K. 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 it's 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.

**L. PROPOSAL OPENINGS:**

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

**M. PROPOSAL TABULATIONS:**

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org), under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

## **PROPOSAL FORM AND CONTRACT**

### **A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

### **B. 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 may be 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.

### **C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

### **D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal 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 vendor'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. **Proposal 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.

### **E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor 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. Vendor shall include proof of compliance with the Act with the proposal.

### **F. 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.

### **G. DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### **H. 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.

**I. 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.

**J. PAYMENT:**

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

**K. 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.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal 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.

**M. 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.

**N. 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.

**O. CHOICE OF LAW:**

This proposal 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.

**P. TERMINATION:**

1. **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. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. **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.
3. **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.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- If supplier fails to deliver the items required by the contract within the time specified; or
  - 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.
  - 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.

**Q. 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 proposal form.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal 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.

**S. 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.

**T. 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.

**U. 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.

**V. APPROVAL:**

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

**W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Wisconsin.

**X. 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.

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

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

**SPECIFICATION**  
**CONTACT**

**LT. DAVE MARSHAK – JEFFERSON COUNTY SHERIFF’S OFFICE –**  
**636-797-5023**

### 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 Nancy Strelow (Name of Business Entity Authorized Representative) as  
Vice President ( Position/Title) first being duly sworn on my oath, affirm  
LDV 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 Contract - Traffic & D.W.I Trailer  
(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  
LDV 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  
Contract - Traffic & D.W.I Trailer (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.)*

Nancy Strelow  
Authorized Representative's Signature

Nancy Strelow  
Printed Name

Vice President  
Title

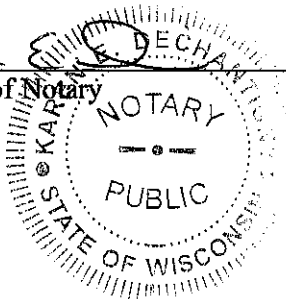
1/8/16  
Date

Subscribed and sworn to before me this 8th of January 2016. I am  
(DAY) (MONTH, YEAR)

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

Wisconsin, and my commission expires on 1/25/19.  
(NAME OF STATE) (DATE)

[Signature]  
Signature of Notary Date 1/8/16



**AFFIDAVIT OF WORK AUTHORIZATION**

(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that LDV 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.

Nancy Strelow  
Authorized Business Entity  
Representative's Name  
(Please Print)

Nancy Strelow  
Authorized Business Entity  
Representative's Signature

LDV Inc.  
Business Entity Name

1/8/16  
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).

LDV is currently enrolled in E-Verify: ID # 244733 Effective 9/2/09

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18<sup>th</sup> and C Streets, NW, Washington, D.C. 20240.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)**

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nancy Strelow, Vice President

\_\_\_\_\_  
Name and Title of Authorized Representative

Signature

*Nancy Strelow*

1/8/16

\_\_\_\_\_  
Date

### Instructions for Certification

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage Sections of rules implementing Executive Order 12549.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency.

## SPECIFICATIONS

The Jefferson County Sheriff's Office is seeking proposals for a sixteen foot by seven foot dual axle trailer to be utilized by the Sheriff's Office Special Operations Division. Typically, the trailer is used by our Traffic and DWI Enforcement Unit during large scale saturations and the occasional sobriety checkpoint. The trailer space may be used for processing of prisoners, transportation of equipment (cones, signs, etc...), and provide shelter for officers working those assignments. As such, the trailer must be equipped with insulated walls, and provide the following equipment, structure, and/or accessories suitable for the work it will be deployed for...to include:

- 16' Base Trailer
- 7' Wide Wedge Front
- Upgrade to RV Door
- 2- 4' Fluorescent Lights (In corners)
- 1 - 32" Entrance Door with Cambar
- 1 - Brace and Wire for Roof Air
- 1-15,000 BTU Roof-Mt Air Cond w/ Heat Strip
- 24' - Recess Floor-Mount E-Track w/ Backer Plate
- 48' - Recess Wall-Mt E-Track
- Dual axle
- Black in color
- Minimum 2 Quick Raise lights (one on each side – flood and spotlight option)
- Rubber flooring
- Shore plug
- Matching spare tire
- Exterior graphics package to include reflective stripping for Jefferson County Sheriff's Office and MoDot on both sides
- Standard tow package
- Dome light and CO2 detector
- 1 - ST205/75R15/C Spare Tire w/ 5/Bolt Silver
- 1 - Spare Tire Mt. (Interior Wall Mount; No Cover)
- 2 - Deluxe Scissor Jacks w/ Hand Crank (5,000 lb.) – Front and Rear
- 1 - Generator Ready Package
- 1 - 5,500-Watt Onan Generator
- 1 - 18 Gal Fuel Cell (Below Floor)
- 1 - Auto Trans Switch for Gen
- 1 - 110-Volt to 12-Volt Electrical Converter
- 1 - 110-Volt Pkg w/ 30-Amp Breaker Panel
- R7-1" Wall Insulation
- Insulated Ceiling w/ 3/16" Lauan Liner
- R7 ceiling insulation upgrade
- 1 - Partition Wall (Door Not Included)
- 4 - 4' Base-Board Heater (110-Volt)
- 1 - 4' Formica desk top
- 8 feet - Flip down bench seating on each side

The contractor will provide all manuals and/or ownership paperwork for the trailer and will make such copies of documentation supplied pursuant to this section as needed for use by County employees.

Please list references for similar trailers that have been manufactured and are in use.





In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this 8th day of January ~~2015~~ 2016

LDV Inc.  
Company Name

County of Jefferson, State of Missouri

Nancy Strelow  
Signature

Nancy Strelow

Print

Kenneth B. Waller  
Kenneth B. Waller County Executive

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

180 Industrial Drive

Burlington WI 53105

Phone: 262-763-0147

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: LDV Inc.

**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: \$ 24,945.00

BY: Nancy Strabo

TITLE: Vice President

COMPANY: LDV Inc.

### CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 262-757-2429 E-mail rphillips@ldvusa.com

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

# **LDV Affidavit for Real or Personal Property**



180 Industrial Drive  
Burlington, WI 53105  
Phone 262-763-0147  
Fax 262-767-2529

January 8, 2016

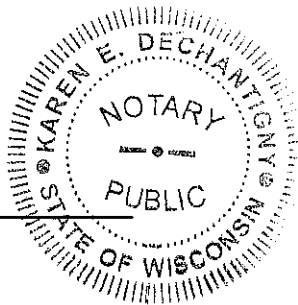
To Whom It May Concern,

LDV Inc. does not own any real or personal property in Jefferson County.

Sincerely,

Nancy Strelow  
Vice President  
LDV Inc.

Notary Expires: 1/25/19



# **LDV Sample Certificate of Insurance Document**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/4/2015

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><br>M3, Milwaukee<br>N19 W24200 Riverwood Drive, Suite 140<br>Waukesha WI 53188 | <b>CONTACT NAME:</b> Becky Zimmer<br><b>PHONE (A/C, No, Ext):</b> 262-524-1038<br><b>FAX (A/C, No):</b> 262-524-1051<br><b>E-MAIL:</b> becky.zimmer@m3ins.com<br><b>PRODUCER CUSTOMER ID #:</b> LYNCCOM-01 |
| <b>INSURED</b><br>LDV, Inc<br>180 Industrial Dr.<br>Burlington WI 53105                        | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> The Travelers Indemnity Co.<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b>             |
|  | <b>NAIC #</b><br>36137   |

**COVERAGES****CERTIFICATE NUMBER:** 1175305215**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 INSR WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> | Y                                   | 6303E821958   | 4/11/2015               | 4/11/2016               | <b>EACH OCCURRENCE</b> \$1,000,000<br><b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$500,000<br><b>MED EXP (Any one person)</b> \$5,000<br><b>PERSONAL &amp; ADV INJURY</b> \$1,000,000<br><b>GENERAL AGGREGATE</b> \$2,000,000<br><b>PRODUCTS - COMP/OP AGG</b> \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b><br><input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b><br><input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>  |                                     | 3E857470      | 4/11/2015               | 4/11/2016               | <b>COMBINED SINGLE LIMIT (Ea accident)</b> \$1,000,000<br><b>BODILY INJURY (Per person)</b> \$<br><b>BODILY INJURY (Per accident)</b> \$<br><b>PROPERTY DAMAGE (Per accident)</b> \$<br><b>Medical Payments</b> \$10,000<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br><br><input checked="" type="checkbox"/> <b>RETENTION \$0</b>  |                                     | 15S3202A      | 4/11/2015               | 4/11/2016               | <b>EACH OCCURRENCE</b> \$25,000,000<br><b>AGGREGATE</b> \$25,000,000<br>\$<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> N/A | EUB3E83568    | 4/11/2015               | 4/11/2016               | <input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input checked="" type="checkbox"/> <b>OTH-ER</b><br><b>E.L. EACH ACCIDENT</b> \$500,000<br><b>E.L. DISEASE - EA EMPLOYEE</b> \$500,000<br><b>E.L. DISEASE - POLICY LIMIT</b> \$500,000<br>Other                       |

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

**CERTIFICATE HOLDER****CANCELLATION**

|                                  |   |
|----------------------------------|---|
| <b>Proof</b><br>.<br>.<br>.<br>. | <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.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br><br>Becky Zimmer |
|----------------------------------|---|

© 1988-2009 ACORD CORPORATION. All rights reserved.

# LDV Specifications



LDV, Inc.  
180 Industrial Drive  
Burlington, WI 53105  
800.558.5986  
Fax 262.763.0156  
[www.ldvusa.com](http://www.ldvusa.com)

**PRELIMINARY  
SPECIFICATIONS FOR:**

**JEFFERSON COUNTY SHERIFF (MO)  
EQUIPMENT/MCC TRAILER**

**LDV MODEL #T16EEQMCC-10**

**January 8, 2016**

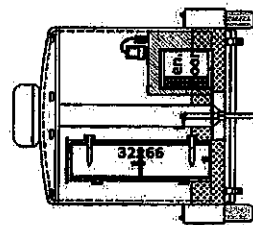




LDV, Inc.  
180 Industrial Drive  
Burlington, WI 53105  
800.558.5986  
Fax 262.763.0156  
www.ldvusa.com

| Item | Qty |  |
|------|-----|--|
| 1.00 |     | <b>TRAILER:</b>  |
| 1.01 | 1   | 2016 Continental Cargo trailer. Model TW716TA2 <ul style="list-style-type: none"><li>• 16' Base Trailer</li><li>• 7' Wide Wedge Front</li><li>• Upgrade to RV Door</li><li>• 1 - 32" Entrance Door with Cambar</li><li>• 1 - Brace and Wire for Roof Air</li><li>• 1-15,000 BTU Roof-Mt Air Cond w/ Heat Strip</li><li>• 24' - Recess Floor-Mount E-Track w/ Backer Plate</li><li>• 48' - Recess Wall-Mt E-Track</li><li>• Dual axle</li><li>• Black in color</li><li>• Minimum 2 Quick Raise lights (one on each side - flood and spotlight option)</li><li>• Rubber flooring</li><li>• Shore plug</li><li>• Matching spare tire</li><li>• Exterior graphics package to include reflective stripping for Jefferson County Sheriff's Office</li><li>• and MoDot on both sides</li><li>• Standard tow package</li><li>• Dome light and CO2 detector</li></ul> |
| 1.02 | 1   | <ul style="list-style-type: none"><li>• 1 - ST205/75R15/C Spare Tire w/ 5/Bolt Silver</li><li>• 1 - Spare Tire Mt. (Interior Wall Mount; No Cover)</li><li>• 2 - Deluxe Scissor Jacks w/ Hand Crank (5,000 lb)</li><li>• 1 - Generator Ready Package</li><li>• 1 - 7KW Generator</li><li>• 1 - 18 Gal Fuel Cell (Below Floor)</li><li>• 1 - Auto Trans Switch for Gen</li></ul>  |
| 1.03 | 1   | <ul style="list-style-type: none"><li>• 1 - 110-Volt to 12-Volt Electrical Converter</li><li>• 1 - 110-Volt Pkg w/ 30-Amp Breaker Panel</li><li>• R7-1" Wall Insulation</li><li>• Insulated Ceiling w/ 3/16" Lauan Liner</li><li>• R7 ceiling insulation upgrade</li><li>• 1 - Partition Wall (Door Not Included)</li><li>• 4 - 4' Base-Board Heater (110-Volt)</li><li>• 1 - 4' formica desk top</li><li>• 16 feet - Flip down bench seating with storage underneath</li></ul>  |

# LDV Drawings



**R7-1" Wall Insulation**  
**RR7 Ceiling Insulation with 3/8" Lauan Liner**  
**Auto Transfer Switch for Generator**

[illegible]

# LDV References



## Past Performance and References

LDV has successfully designed and built over 20,000 mobile command and related vehicles during our 35 years in the Mobile Command Business. LDV has provided such vehicles through our GSA contract to Local, State, and Federal Government customers since 1993. LDV is confident that we have the depth of knowledge in our experienced staff and commitment to exceeding customer expectations to make this a successful project. In addition to the specific references listed below, LDV's website showcases mobile command vehicles that we have manufactured in recent years.

Please visit [www.ldvusa.com](http://www.ldvusa.com) for additional information on LDV's broad experience and capabilities.

- Massachusetts State Police
- ICE/DHS San Juan Puerto Rico
- Westminster Police Department
- US Department VA - TX (West Texas VA Healthcare System)
- Delaware County Emergency Services

Here are some LDV customer's in your area with various types of vehicles built by LDV:

| Customer  | State | Contact Name               | Contact Phone           | Delivery Date |
|---|-------|----------------------------|-------------------------|---------------|
| Village of Bartlett                                     | IL    | Deputy Chief Joesph Leonas | 630-837-0846            | 9/30/2015     |
| Jefferson County Sheriffs Office - MO                   | MO    | Lt. Dave Marshak           | 636-797-5399            | 9/14/2015     |
| Harting Inc. of North America                           | IL    | Christina Chatfield        | 847-717-9228            | 8/28/2015     |
| ComEd   | IL    | Steve Lusted               | 630-360-7506            | 6/3/2015      |
| City of Rockford Police Dept - Bomb & SWAT Trucks       | IL    | Kevin Nordberg             | 815-378-9129            | 1/13/2015     |
| Nexcom Great Lakes IL                                   | IL    | Victoria Prelich           | 847-578-6148            | 12/31/2014    |
| Loyola University Medical Center Children's Hospital    | IL    | Sue Finn                   | 708-216-5414            | 9/30/2014     |
| Newell Rubbermaid/ARI Fleet 2 Vehicles                  | IL    | Diane Walz                 | 815-233-8196            | 9/22/2014     |
| Bombardier Aerospace                                    | KS    | Kevin Hitzeman             | 316.946.3272            | 8/15/2014     |
| Skokie Police Department                                | IL    | DC Brian Baker             | 847-982-5909            | 8/12/2014     |
| Little Rock AFB AR - 19th Contracting Squadron          | AR    | Jeff Sharpmack             | 501-425-4369            | 6/30/2014     |
| US Department of Veterans Affairs KS                    | KS    | Laurie Pfeiffer            | 316-685-2221 ext. 54605 | 5/30/2014     |
| Evergreen Police Department                             | IL    | John Eisenbels             | 708-422-2144            | 5/16/2014     |
| Peoria Police Department                                | IL    | Michael Eddlemon           | 309 494 8370            | 4/24/2014     |
| Rogers Police Department                                | AR    | Tom Helmich                | 479-986-3619            | 3/14/2014     |
| Olathe Police Department                                | KS    | Chief Steve Menke          | 913-971-6710            | 2/5/2014      |
| Hartford Insurance (Coach & Truck)                      | IL    | T.J. Swearingen            | 630-692-8832            | 1/17/2014     |
| Cook County DHSEM #3 (Oak Park)                         | IL    | Brian Drake                | 312-550-0894            | 12/30/2013    |
| Cook County DHSEM #1 (Tinley Park)                      | IL    | Brian Drake                | 312-550-0894            | 11/26/2013    |
| Cook County DHSEM #2 (MABAS)                            | IL    | Brian Drake                | 312-550-0894            | 11/26/2013    |
| Belvidere Police Department                             | IL    | Deputy Chief Mark Pollock  | 815-547-5528            | 11/14/2013    |
| St. Clair County EMA                                    | IL    | Randy Lay                  | 618-530-1333            | 8/20/2013     |
| Allstate (10 Vehicles)                                  | IL    | Darel Myers                | (847)910-4350           | 6/17/2013     |
| Johnson County Sherrif's Office                         | IA    | Gary Kramer                | 319-356-6020            | 1/10/2013     |
| ILEAS 14 Vehicles & Retrofits                           | IL    | Jim Luecking               | 217-328-3800            | 11/29/2012    |
| St. Louis EMA   | MO    | Gary Christmann            | 314-622-3501            | 11/16/2012    |
| Rockford Police Department                              | IL    | Sgt. Michael Dalke         | 815-987-5827            | 4/2/2012      |
| Mutual Aid Box Alarm System (MABAS) 5 Vehicles & Upfits | IL    | James Reardon              | 847-403-0510            | 11/23/2011    |
| Iowa State University                                   | IA    | Wendy Foster               | 515-294-8806            | 7/7/2011      |
| Woodbury County Sheriff                                 | IA    | Greg Logan                 | 712-279-6010            | 2/17/2011     |

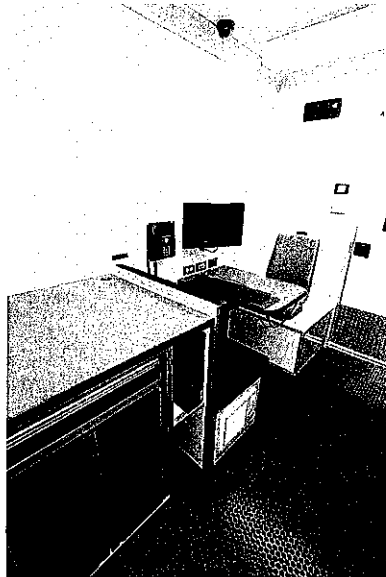


Project Name: Massachusetts State Police  
LDV Model No.: MCC302166-10  
Period of Performance: PO received 5/10/12 and Vehicle was delivered 11/30/12  
Amount: \$ 275,071.00  
Contact Information: Sgt. Karl Brenner  
490 Worchester Rd  
Framingham, MA 01702  
Telephone No.: 508-820-2276

**Description of Work:**

LDV, Inc. designed and manufactured this Trailer on a 30' gooseneck fifth wheel trailer with one slide-out. This trailer features the following communication equipment: multi-plex controlled power and data electronics, with a touch screen the user interfaces with the monitor and can control the on board systems, SMART UPS, LCD HDTV's, prewiring for customer supplied equipment, color cameras, radios, telephone and computer systems and alarm systems. The workspace consists of custom fabricated aluminum cabinets, benches and shelving designed and installed by LDV, Inc. for optimal storage and seating for various emergency response uses, and also feature exterior compartments. Manufacturing of this unit was completed at LDV's manufacturing plant, located at 180 Industrial Drive, Burlington, WI. See pictures below for final unit delivered to the Massachusetts State Police.





ENGAGE IN PARTNERSHIPS AS CONSULTANTS, DESIGNERS & MANUFACTURERS OF CUSTOMER-DRIVEN MOBILE SOLUTIONS



Project Name: ICE/DHS San Juan Puerto Rico

Contract No.: HSCMD-11-F-00198

LDV Model No.: T33MCC2772511-10

Period of Performance: PO Received 9/22/11. Delivered on 9/28/12

Amount: \$ 440,285.00

Contact Information: SSA Abel Nasser Bernal or Sally Arnold

800 Ponce De Leon Ave ST-12F

San Juan, PR 00908

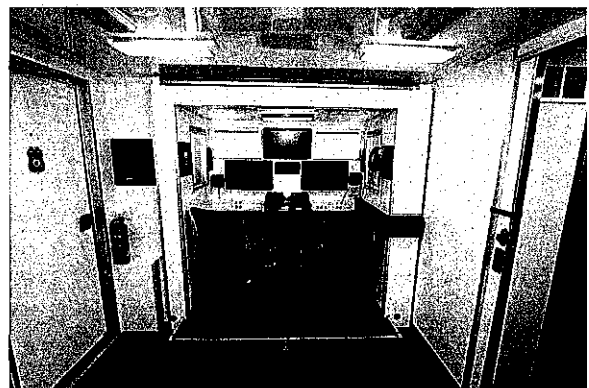
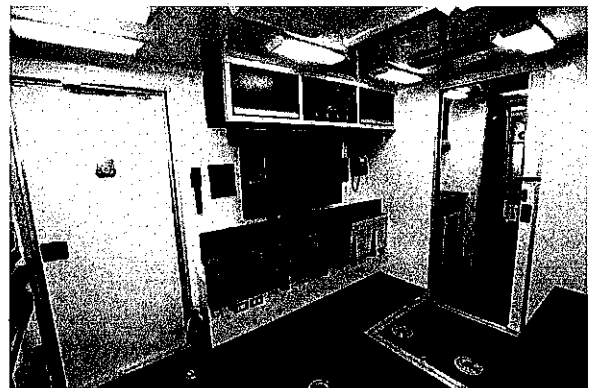
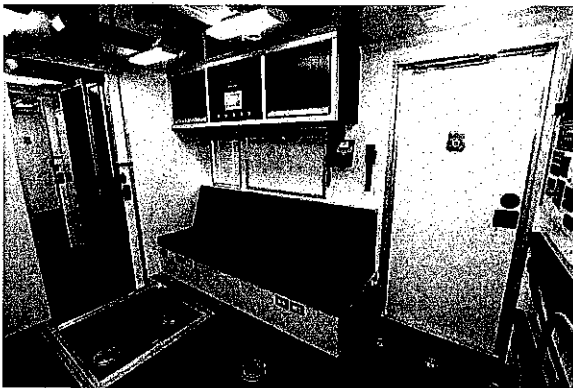
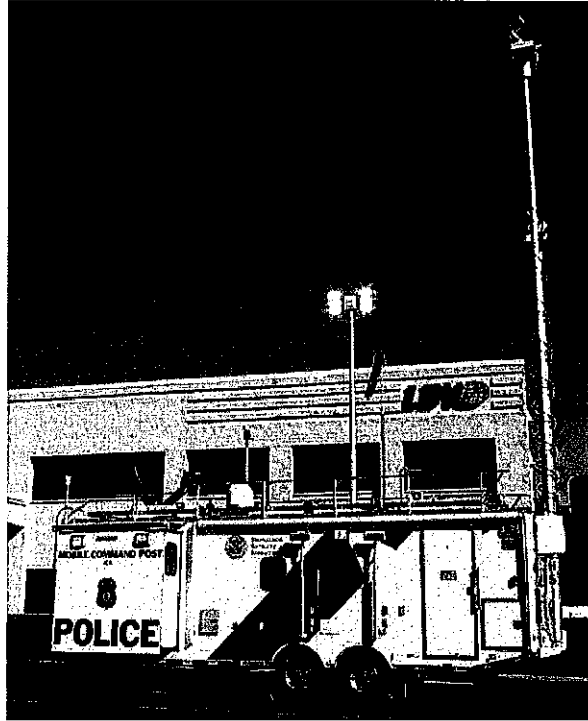
Phone: (787) 948-6205 or (214) 905-5319

Email: [Abel.A.Nasser@ice.dhs.gov](mailto:Abel.A.Nasser@ice.dhs.gov) or [sally.arnold@dhs.gov](mailto:sally.arnold@dhs.gov)

LDV, Inc. designed and manufactured this mobile command post trailer on a 32' aluminum body, which was designed to be loaded onto a C-17 military cargo aircraft. This unit has a four point fully automatic leveling system, two slide out rooms, two 13' awnings, three sound deadening entry doors with peepholes and a diamond plate walk on roof. The interior setup features a galley area with a water system with fresh and grey water tanks, a microwave oven, self-contained cassette toilet, exterior shower curtain and a refrigerator. The exterior of the unit features telescoping tripod light poles, a Will-Burt night scan power light with dual tilt, emergency lighting package, roof access to a full width welded aluminum tube brush guard with a windsock. This trailer also features a Tempest 2200 series heavy duty non-locking telescoping pneumatic mast which extends to 26'5" and a Tempest 2300 series heavy duty non-locking telescoping pneumatic mast which extends to 39'4" featuring a look up lights and Pelco camera systems. Technology features include prewiring for government furnished radios, auxiliary speakers for communications, Cisco phone system, CAT6 computer networking, a TracStar two-way Broadband satellite communications terminal and a weather station. Manufacturing of this unit was completed at LDV's manufacturing plant, located at 180 Industrial Drive, Burlington, WI. See pictures below for final unit delivered to ICE/DHS San Juan Puerto Rico.







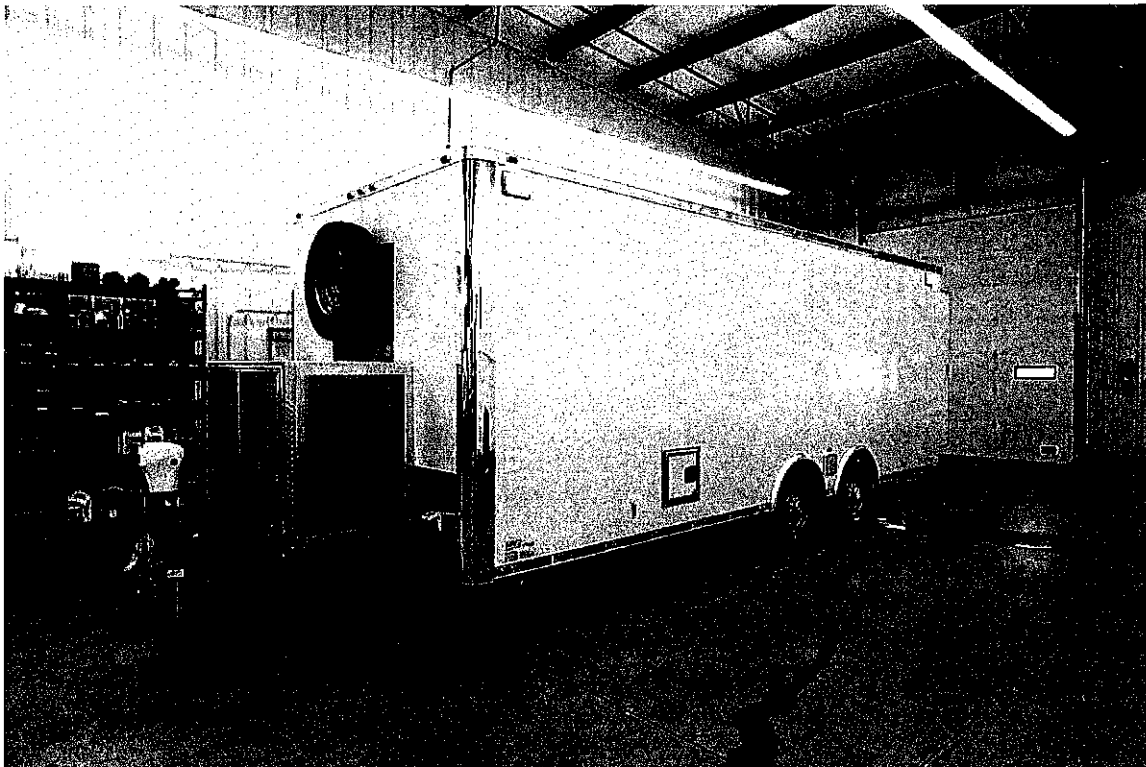
ENGAGE IN PARTNERSHIPS AS CONSULTANTS, DESIGNERS & MANUFACTURERS OF CUSTOMER-DRIVEN MOBILE SOLUTIONS

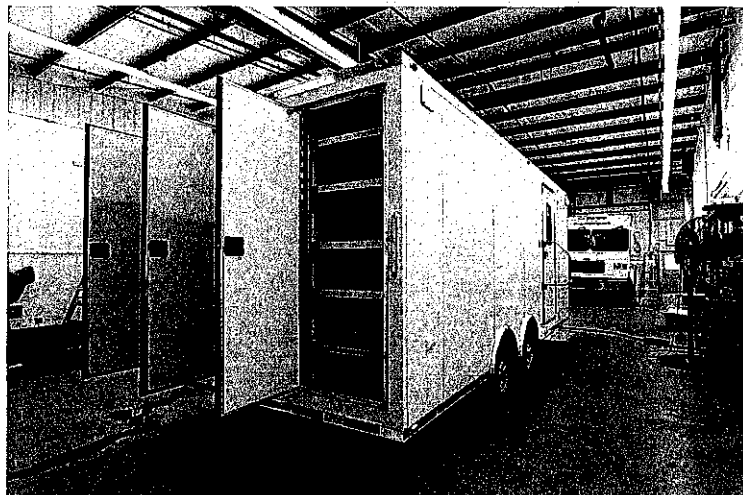
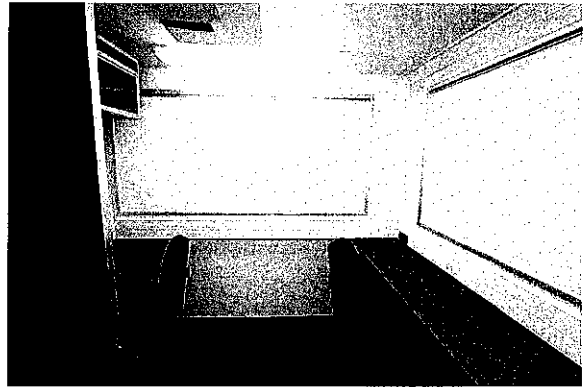
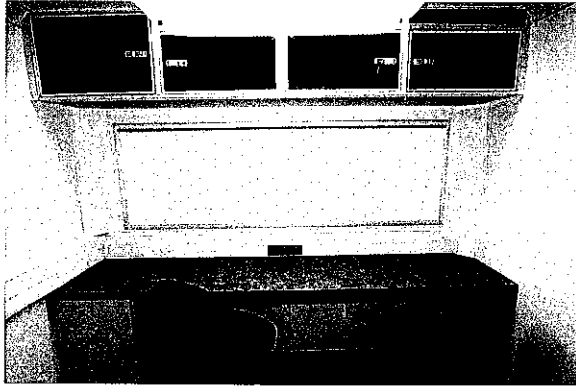


**Project Name:** Westminster Police Department  
**LDV Model No.:** T26HNTMCC22022112-10  
**Period of Performance:** PO received 7/31/12 & Delivered 1/9/13  
**Amount:** \$ 84,679.00  
**Contact Information:** Troy Gordanier  
9110 Yates St  
Westminster, CO 80031  
Telephone No.: (303) 658-4264  
Email: tgordani@cityofwestminster.us

**Description of Work:**

LDV, Inc. designed and manufactured this Trailer on a 22' pull behind trailer. This trailer has an exterior that is comprised of a .03 all-aluminum body and a one-piece aluminum roof. The unit features three exterior storage cabinets with fifteen shelves on a mini B-line track and the interior cabinets feature dry erase boards. The unit features numerous workspace stations that are all prewired and have raceways which all for easier upgrade/customization in the future. The cabinets are custom fabricated, and the benches and shelving were designed and installed for optimal storage and seating for various emergency response uses, and also feature exterior compartments. Manufacturing of this unit was completed at LDV's manufacturing plant, located at 180 Industrial Drive, Burlington, WI.





ENGAGE IN PARTNERSHIPS AS CONSULTANTS, DESIGNERS & MANUFACTURERS OF CUSTOMER-DRIVEN MOBILE SOLUTIONS



**Project Name:** US Department VA - TX (West Texas VA Healthcare System)

**LDV Model No.:** MCC302990-10

**Contract No:** 519-A49011

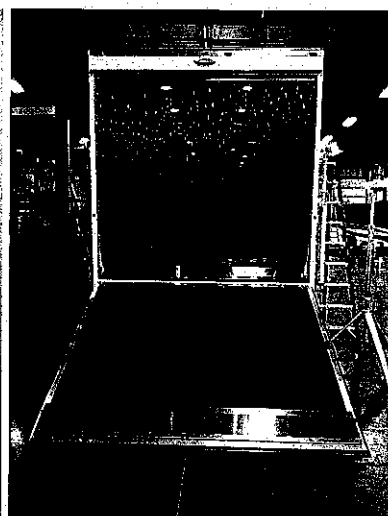
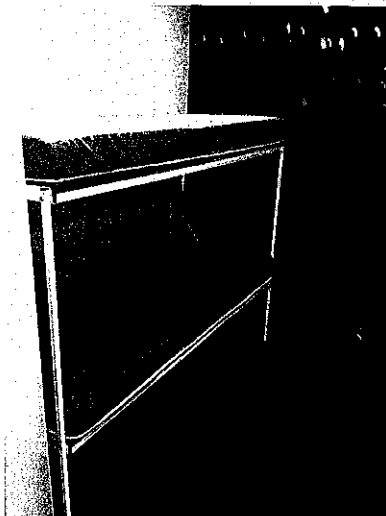
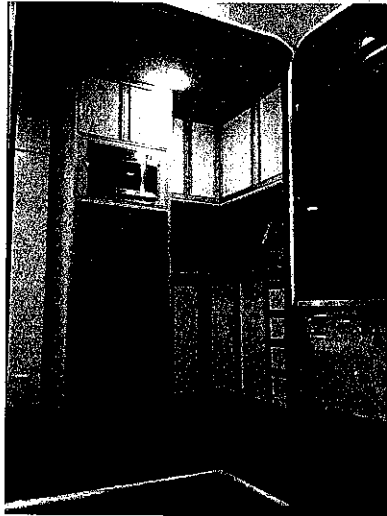
**Amount:** \$176,437.00

**Period of Performance:** PO received September 12, 2014 and Trailer was delivered March 2015

**Contact Information:** Dawn McCright  
300 Veterans Blvd.  
Big Spring, TX 79720  
Telephone No.: 432.263.7361 x 7496

**Description of Work:** LDV, Inc. designed and manufactured this trailer on a 37' gooseneck trailer. This trailer includes a kitchenette area with sink, microwave, refrigerator, coffee maker and cabinets. The rear area has a bunk system that holds two-twin fold up bunk beds (total of 4 beds) and also has a cold curtain to separate the rear ramp door. The work area has flip up tables, 40" TV, dry erase white boards, satellite capability, folding tables, emergency spill kit and a complete kitchen set. This trailer also contains a bathroom with sink, medicine cabinet, RV style toilet, power roof vent, and a shower. Please see below for pictures of the completed unit.





ENGAGE IN PARTNERSHIPS AS CONSULTANTS, DESIGNERS & MANUFACTURERS OF CUSTOMER-DRIVEN MOBILE SOLUTIONS



Project Name: Delaware County Emergency Services

LDV Model No.: MCC243005-10

Award Date: March 7, 2011

Delivery Date: June 27, 2011

Contract Price: \$249,249.00

Contact Information: Larry Bak

360 North Middletown Rd.

Media, PA 19603

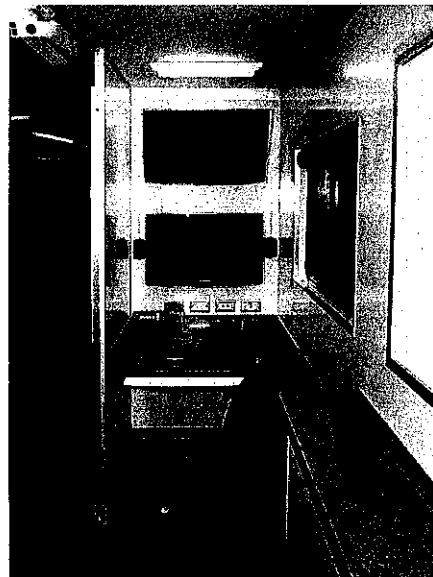
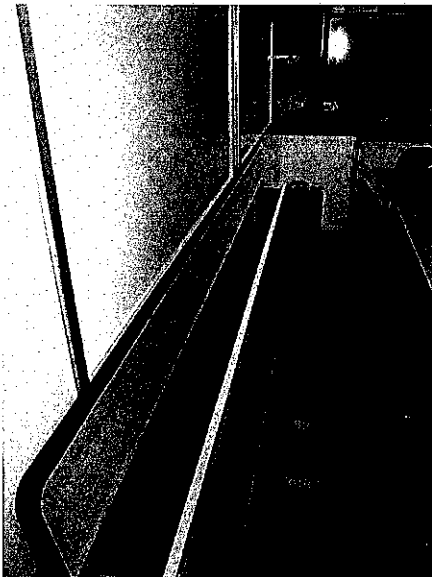
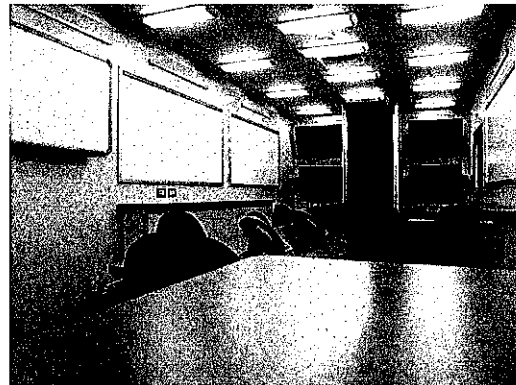
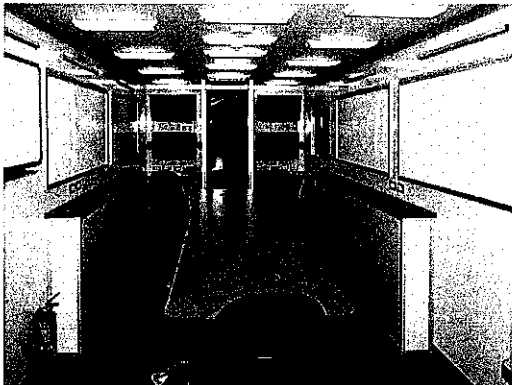
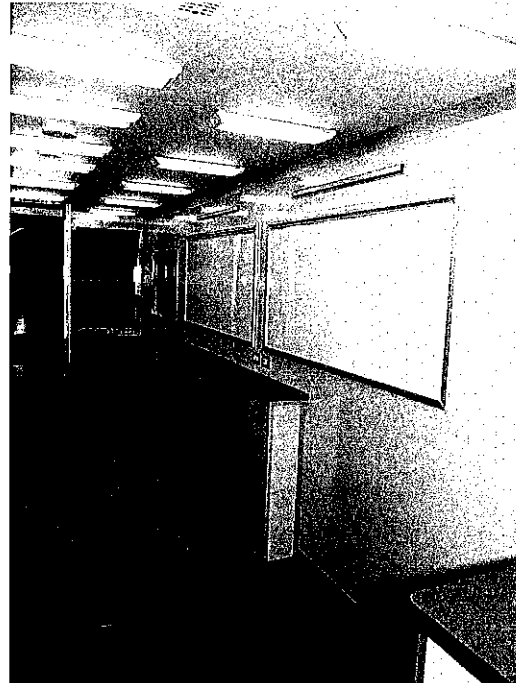
Telephone: 610-565-8700

Email: lbak@delcodes.org

#### Description of Work:

LDV worked with Delaware County Emergency Services Office to design, engineer and manufacture this mobile command center on a ATC 12,000 GVWR tandem axle trailer with an overall length of 24'. This unit features two workstations and a conference room area that can seat eight people. Communications and technology in this vehicle include: 4 flat screen LCD HDTV's, 1 50" HD Plasma Display, SMARTBOARD, Progressive scan DVD/VCR Recorders, stationary satellite system and CAT6 computer networking and Telular phone systems. The exterior of the unit features a Tempest 2200 series heavy-duty non-locking telescoping pneumatic mast with an upgraded mast camera, a 18' electric awning and a Quadra four point fully automatic one-touch leveling system. Below are pictures of the final delivered vehicle.





ENGAGE IN PARTNERSHIPS AS CONSULTANTS, DESIGNERS & MANUFACTURERS OF CUSTOMER-DRIVEN MOBILE SOLUTIONS



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

## 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 **LDV, Inc.** (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).





Company ID Number: 244733

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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 access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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 (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

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.

14. The Employer acknowledges that the information which 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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.

b. Federal contractors already enrolled at the time of a contract award: 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: 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 pursuant to 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. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.

2. 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.

Company ID Number: 244733

### **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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**

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 the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

#### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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





E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures 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 its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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.

E. 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.

F. The Employer understands that the fact of 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, 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

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 LDV, Inc.

**Barbara A Deacon**

Name (Please Type or Print)

Title

***Electronically Signed***

Signature

**09/02/2009**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

***Electronically Signed***

Signature

**09/02/2009**

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

### Information Required for the E-Verify Program

Information relating to your Company:

Company Name: LDV, Inc.

Company Facility Address: 180 Industrial Drive

Burlington, WI 53105

Company Alternate  
Address:

County or Parish: RACINE

Employer Identification

Number: 391281237

North American Industry  
Classification Systems

Code: 336

Parent Company: \_\_\_\_\_

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- WISCONSIN 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 244733

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

Name: **Laura S Cesar**  
Telephone Number: **(262) 763 - 0147 ext. 2401**  
E-mail Address: **lcesar@ldvusa.com**

Fax Number: **(262) 757 - 2556**

Name: **Barbara A Deacon**  
Telephone Number: **(262) 763 - 0147 ext. 2479**  
E-mail Address: **bdeacon@ldvusa.com**

Fax Number: **(262) 757 - 2556**