



EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	No. 22823 – Equipment Rental		
Bidder:	Central Machinery Sales, Inc. Type/print full legal name of Bidder		
Bidder’s Address:	Moses Lake, Spokane, Pasco and Sunnyside, Washington Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	☒ Domestic	☐ Foreign
	Limited Liability Company (LLC):	☐ Domestic	☐ Foreign
	Partnership:	☐ Domestic	☐ Foreign
	Sole Proprietorship:	☐	
	* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).		
State of Formation for Corp./LLC/Partnership :	Washington State Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	State whether Bidder has been doing business under another name during the past five years: ☒ Bidder has NOT done business under another name ☐ Bidder HAS done business under another name If Bidder HAS done business under another name, provide the name(s) and addresses: Name: _____ Address: _____		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

1. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. ACCURACY. Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder further certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING BID INFORMATION. Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder further certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder further certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder further certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint bid. Whether done directly or indirectly, communicating bid information with other bidders, collusion, or anti-competitive actions among bidders are prohibited. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, Enterprise Services reserves the right to disqualify such bidders.
4. FIRM OFFER. Bidder certifies that its bid pertaining to the above-referenced Competitive Solicitation is a firm offer which cannot be withdrawn for a time period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.
5. CONFLICT OF INTEREST. Bidder certifies that, in preparing its bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation or prospective Contract and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's bid.
6. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of Bidder's bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.

7. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. Insurance. Bidder certifies as follows (*must check one*):
- ☒ *BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).
- OR
- ☐ *BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract but, if designated as the/an Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.
- OR
- ☐ *BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as the/an Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.
9. DEBARMENT. Bidder certifies as follows (*must check one*):
- ☒ *NO DEBARMENT.* Bidder and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.
- OR
- ☐ *DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.
10. CRIMINAL OFFENSE. Bidder (including Bidder's officers) certifies as follows (*must check one*):
- ☒ *NO CRIMINAL OFFENSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- ☐ *CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (*must check one*):

- ☒ *NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

- ☐ *VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. CIVIL RIGHTS. Bidder certifies as follows (*must check one*):

- ☒ *COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

- ☐ *NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder does not comply with all applicable requirements regarding civil rights.

13. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Bidder certifies as follows (*must check one*):

- ☒ *NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- ☐ *MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

14. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (*must check one*):

- ☒ *NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- ☐ *TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (*must check one*):

- ☒ *TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- ☐ *DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. FINANCIALLY SOLVENT. Bidder certifies as follows (*must check one*):

- ☒ *FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

- ☐ *NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

17. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship certifies as follows (*must check one*):

- ☒ *CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- ☐ *DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

NOTE: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered and Bidder should check the following.

18. ☐ *SOLE PROPRIETOR.* Bidder is a sole proprietor. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder certifies as follows (*must check one*):

☒ *BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: 60168024.

OR

☐ *BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as the/an Apparent Successful Bidder, Bidder will register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. Note: Enterprise Services requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

NOTE: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered and Bidder should check the following.

☐ *SOLE PROPRIETOR.* Bidder is a sole proprietor.

19. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (*must check one*):

☒ *BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: 60168024.

OR

☐ *BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the/an Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. Note: Enterprise Services requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

20. SUBCONTRACTORS. Bidder certifies as follows (*must check one*):

- ☒ NO SUBCONTRACTORS. If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

- ☐ SUBCONTRACTORS. As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder further certifies that, as to the State of Washington, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: If the TIN is a SSN, do not provide the SSN.

21. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*must check appropriate boxes*):

- ☐ WASHINGTON SMALL BUSINESS. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

- ☐ *Location.* Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.

- ☐ *Size.* Bidder must be owned and operated independently from all other businesses and qualify as one of the following:

- ☐ Bidder Qualifies as a Small Business – i.e.,

- ☐ Bidder has fifty (50) or fewer employees; or

- ☐ Bidder has an annual gross revenue of less than \$7,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three (3) consecutive years.

- ☐ Bidder Qualifies as a Minibusiness – i.e., Bidder has an annual gross revenue of less than \$3,000,000, but \$1,000,000 or more, as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

- ☐ Bidder Qualifies as a Microbusiness – i.e., Bidder has an annual gross revenue of less than \$1,000,000 as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue.

- ☐ *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).

OR

- ☒ *NOT WASHINGTON SMALL BUSINESS.* Bidder does not qualify as a Washington Small Business as set forth above.

22. CERTIFIED VETERAN-OWNED BUSINESS. Bidder certifies as follows (*must check one*):

- ☐ CERTIFIED VETERAN-OWNED BUSINESS. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
- 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
 - Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
 - WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).
 - WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).

OR

- ☒ NOT A CERTIFIED VETERAN-OWNED BUSINESS. Bidder does not qualify as a Certified Veteran-Owned Business as set forth above.

23. REFERENCES. Bidder certifies that the references provided to Enterprise Services have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to Enterprise Services. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

24. OSHA/WISHA REQUIREMENTS. Bidder certifies as follows (*must check one*): **Checked 1st BOX**

☐ *BIDDER COMPLIES WITH OSHA & WISHA REQUIREMENTS.* Bidder complies with applicable federal applicable federal Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA) requirements and has not been cited by OSHA or WISHA for violations of such statutes within the five (5) years preceding the date of this Competitive Solicitation.

OR

☐ *BIDDER DOES NOT COMPLY WITH OSHA & WISHA REQUIREMENTS.* As detailed on the attached explanation (Bidder to provide), within the five (5) years preceding the date of this Competitive Solicitation, Bidder HAS been cited by OSHA and/or WISHA for safety violations.

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a Contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: CENTRAL MACHINERY SALES, INC. _____
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

By: 

Brian Blackorby
Print Name of person making certifications for Bidder

Signature of Bidder's authorized person

Title: Account Manager

Title of person signing certificate

Place: Moses Lake, Washington
Print city and state where signed

Date: March 14th, 2024 ☐ __

Return this Bidder's Certification to Procurement Coordinator at:
DEScontractsstrategy@des.wa.gov



EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation:	No. 22823 - Equipment Rental
Bidder:	Central Machinery Sales, Inc. Moses Lake, Spokane, Pasco, Sunnyside, WA Type/print full legal name of Bidder

BIDDER INFORMATION	
Legal name of Bidder: Address of Bidder: <i>Note:</i> This information must match the information from Bidder’s Business License.	Central Machinery Sales, Inc. (4 Locations) 4030 E Trent Ave, Spokane, WA 99202 1802 E James St. Pasco, WA 99302 207 W Southhill Rd., Sunnyside, WA 98944 1201 E Yonezawa Blvd. Moses Lake, WA 98837
Bidder’s Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: <i>Note:</i> A nine digit UBI number is assigned to each registered businesses in Washington.	60168024
Taxpayer Identification No. (TIN): <i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). Do Not provide a Social Security Number.	91-1706995
Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes ☐ No ☒ If yes, provide Bidder’s MWBE certification no.: _____
Is your firm a self-certified Washington State Small Business? <i>Note:</i> See <i>Exhibit A-1 – Bidder’s Certification</i> for criteria to qualify as a Washington State Small Business.	Yes ☐ No ☒ If yes, provide the location for Bidder’s principal place of business: _____ Street Address

BIDDER INFORMATION	
<i>Note:</i> Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder's tax returns, are as follows: ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.	_____ City, State, Zip Code If yes, what is your business size (based on annual gross revenue)? Microbusiness ☐ Minibusiness ☐ Small Business ☐
Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs? <i>Note:</i> See <i>Exhibit A-1 – Bidder's Certification</i> for criteria to qualify as a Certified Veteran-Owned Business.	Yes ☐ No ☒ If yes, provide Bidder's WDVA certification no.: _____

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER	
Authorized Representative Name: <u>Brian Blackorby</u> Email: <u>brianb@cmachinery.net</u> Phone: <u>509-431-8617</u>	Contract Administrator Name: <u>Brian Blackorby</u> Email: <u>brianb@cmachinery.net</u> Phone: <u>509-431-8617</u>
Sales Reporting Representative Name: <u>Brian Blackorby</u> Email: <u>brianb@cmachinery.net</u> Phone: <u>509-431-8617</u>	Sales Reporting Alternate Name: <u>Pete Harp</u> Email: <u>peteh@cmachinery.net</u> Phone: <u>509-750-4564</u>
Management Fee Representative Name: <u>Brian Blackorby</u> Email: <u>brianb@cmachinery.net</u> Phone: <u>509-431-8617</u>	Management Fee Contact Alternate Name: <u>Pete Harp</u> Email: <u>peteh@cmachinery.net</u> Phone: <u>509-750-4564</u>
Address for Enterprise Services to send management fee invoices: Company name: <u>Central Machinery Sales, Inc.</u> Attn: <u>Brenda Rothrock</u> Address: <u>1201 E Yonezawa Blvd</u> City/State/Zip: <u>Moses Lake, WA 98837</u>	

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER
Address for Enterprise Services to send legal notices: Company name: <u>Central Machinery Sales, Inc.</u> Attn: <u>Brenda Rothrock</u> Address: <u>1201 E Yonezawa Blvd</u> City/State/Zip: <u>Moses Lake, WA 98837</u>
Signature Authority (if awarded a contract) Name: <u>Brian Blackorby</u> Title: <u>AQccount Manager</u>

ORDERING/SALES POINTS OF CONTACT (expand as necessary)			
Name	Phone Number	E-mail	Area of Responsibility
Brian Blackorby	509-431-8617	brianb@cmachinery.net	Accounts
Peter Harp	509-750-4564	peteh@cmachinery.net	Management

PLEASE RESPOND BY TYPING "X" IN YES or NO BOX:		YES	NO
1	Do you offer Biodegradable Hydraulic Fluid for operation of construction equipment on or near water per Section 5, Equipment use, Paragraph d of WAC 220-660-120, Common Freshwater Construction Provisions? *	Yes	
2	Do you follow Federal recommendations regarding environmental requirements for maintenance of equipment per www.epa.gov/smm/comprehensive-procurement-guidelines-vehicular-products ?	Yes	

** The labor & material cost for biodegradable hydraulic fluid can be quoted to customer for the particular equipment at time of rental.*

** The above questions are for informational purposes only and the answers will not be used in any evaluation or award decision. Purchasers, however, may have occasion to seek out equipment that does have Biodegradable Hydraulic Fluids for specific uses.*

REFERENCES

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

REFERENCE 1	
Company Name:	<u>Airway Heights Correctional Center, Airway Heights, WA</u>
Contact:	<u>Seth George</u>
Phone:	<u>206-459-7660</u>
Email:	<u>sgeorge@DOC1.wa.gov</u>
REFERENCE 2	
Company Name:	<u>East Columbia Basin Irrigation District</u>
Contact:	<u>John McCourtie</u>
Phone:	<u>509-488-9671</u>
Email:	<u>jmccourtie@ecbid.org</u>
REFERENCE 3	
Company Name:	<u>Washington Department of Fish and Wildlife</u>
Contact:	<u>Brett Hilton</u>
Phone:	<u>360-280-9769</u>
Email:	<u>Bradley.Hilton@WDFW.Wa.Gov</u>

EQUIPMENT PICK- UP LOCATIONS

Identify all pick-up locations throughout the state. (Expand as necessary)

LOCATION	POINT OF CONTACT	PHONE NUMBER	AREA(S) OF RESPONSIBILITY
Spokane- 4030 E Trent Ave	Brian Blackorby	509-431-8617	Account Manager
Moses Lake – 1201 E Yonezawa Ave	Pete Harp	509-750-4564	Account Sales Manager
Pasco – 1802 E James St	Van Fowers	509-509-430-4654	Account Manager
Sunnyside – 207 W Southhill Rd.	James Hurlburt	509-439-2092	Account Manager

PURCHASE CARDS (I.E., CREDIT CARDS)

Please indicate which types of purchasing (credit) cards are accepted (note: any card fees must be included in the unit price of the bid):

☒ Visa ☒ Master Card ☒ American Express ☒ Discover ☐ Other: _____

Return this Bidder's Profile to Procurement Coordinator at:
DESContractsStrategy@des.wa.gov



EXHIBIT B – PERFORMANCE REQUIREMENTS

Competitive Solicitation:	No. 22823 – Equipment Rental
Bidder:	Central Machinery Sales. Inc. Type/print full legal name of bidder company

Instructions

1. Add bidder’s business name above and review the minimum Performance Requirements set forth below.
 2. Mark YES or NO if bidder meets each requirement in **Bidder’s Compliance** column. In order to provide a responsive bid, bidder must meet all the minimum Performance Requirements outlined below.
 3. Submit the exhibit as a Microsoft Word document and without modifying the font or formatting. If you need to print out this document for any reason, please note this document is size Legal 8.5” x 14”.
- Please note:* Not following any of the specified instructions might be grounds for the bid to be considered non-responsive.

PERFORMANCE REQUIREMENTS AND FACTORS				FOR DES USE ONLY
Requirement ID	Performance Requirement and Stated Business Need	Points Available	Bidder's Compliance	Evaluator Comment
1.	Bidder must have comparable equipment replacement available within forty-eight (48) hours if equipment becomes inoperable (regardless of fault). By checking "Yes" in the space provided, bidder agrees that, for any Equipment line items bid (in Exhibit C), bidder currently has or, if awarded a Contract, shall, for such awarded Equipment line items, establish an Equipment replacement process to replace inoperable Equipment with comparable Equipment within 48 hours of notification.	Pass/Fail	☒ Yes ☐ No	
2.	If Equipment is being delivered by bidder to the customer site, bidder must communicate any delay in the estimated delivery time within twenty-four (24) hours of the delay being known and must provide a new estimated timeline to the customer. By checking "Yes" in the space provided, bidder agrees to meet or exceed the standard customer service requirements above.	Pass/Fail	☒ Yes ☐ No ☐ N/A (pick up only)	
3.	For each and every Equipment line item bid by bidder, bidder's Equipment meets all descriptions and requirements outlined in <i>Exhibit C – Bid Price</i>, Line Items (Informational). By checking "Yes" in the space provided, bidder agrees to meet the Equipment requirements outlined in <i>Exhibit C – Bid Price</i>, Line Items (Informational).	Pass/Fail	☒ Yes ☐ No	
4.	For each and every Equipment line item bid by bidder, bidder assures Equipment is properly serviced, maintained, and operable at a minimum in accordance with the manufacturer's manuals and requirements. No safety parts or attachments have been removed or damaged. By checking "Yes" in the space provided, bidder agrees to meet or exceed the standard maintenance requirements above.	Pass/Fail	☒ Yes ☐ No	
5.	For each and every Equipment line item bid by bidder, bidder's Equipment is in good working condition (no loose or missing parts). By checking "Yes" in the space provided, bidder agrees to meet or exceed the standard requirements above.	Pass/Fail	☒ Yes ☐ No	

PERFORMANCE REQUIREMENTS AND FACTORS				FOR DES USE ONLY
Requirement ID	Performance Requirement and Stated Business Need	Points Available	Bidder's Compliance	Evaluator Comment
6.	For each and every Equipment line item bid by bidder, bidder's powered Equipment must conform to current Environmental Protection Agency (EPA) Emission standards from the time of award and on a continuing basis through the term of the Contract. https://www.epa.gov/emission-standards-reference-guide/basic-information-about-emission-standards-reference-guide-road#:~:text=EPA%20established%20progressively%20more%20stringent%20emission%20standards%20for,of%20pollution%20a%20vehicle%20or%20engine%20can%20emit. By checking "Yes" in the space provided, bidder agrees to meet or exceed the EPA requirement above.	Pass/Fail	☒ Yes ☐ No	
7.	For large Equipment requiring attachments to operate, including but not limited to, excavators and backhoes, the price provided in <i>Exhibit C – Bid Price</i> must include a standard bucket. At the time of rental, bidder and Customer may mutually agree on additional fees for any other variations of implements or attachments, if applicable. By checking "Yes" in the space provided, bidder agrees to meet or exceed the standard requirements above.	Pass/Fail	☒ Yes ☐ No	
8.	For each and every Equipment requiring fuel, it is required that fuel be full at time of hand off (delivery/pick-up) to customer. By checking "Yes" in the space provided, bidder agrees to meet or exceed the standard requirements above.	Pass/Fail	☒ Yes ☐ No	
9.	If bidder is opting to offer Rent to Own on Equipment identified in <i>Exhibit C – Bid Price</i>, bidder has Terms and Conditions for their Rent to Own program. By checking "Yes" in the space provided, bidder agrees to Rent to Own program and has provided a copy of their Rent to Own Terms and Conditions.	Pass/Fail	☒ Yes ☐ No	

Return this exhibit to Procurement Coordinator at:
DESContractsStrategy@des.wa.gov

Exhibit C - Bid Price for Equipment Rental Contract 22823

Introductions
Exhibit C - The line item equipment identified represent the most used and requested items eligible purchasers typically purchase. Bidders must provide the make & model, number of units available, and rates per day/week/month as outlined in the Bidder Instructions. Any and all rental, rent-to-own, and delivery rates submitted in this bid must be a not-to-exceed (NTE) rate that includes all costs, including the Vendor Management Fees. The prices submitted will be used in the Contract. The Line Items (Informational) sheet includes added descriptions and requirements and will not be evaluated as it is a resource to complete this bid price sheet.
Bid Price Sheet Instructions

Bid Price Instructions:

Bidders must complete all price sections for each line item they are bidding, **applying the pricing model provided in Competetive Solicitation section 3.4(a) if necessary**. Failure to do so may result in disqualification from award for the line item where no completed pricing is submitted. Prices are in US Dollars. The prices should be listed in \$0.00 format. Bidders that indicate zero dollars (\$0.00) or N/A for any line item they are bidding may be considered non-responsive for that line item and will be precluded from further evaluation. **For evaluation purposes, only equipment from 2013 - 2024 will be scored.**

BIDDER INSTRUCTIONS:

Column A "Line Item": Lists equipment rental. The items in this column can not be altered.

Column B "Year": Bidder must provide the model year.

Column C "Make/Model/Description": Bidder must indicate the manufacturer name and model number and relevant descriptive information. Refer to Line Items (Informational) for required descriptions for each line item.

Column D "# of Units Available": Input the number of units available (inventory) for each line item.

~~*Column E "Per Hour Overtime (\$)": Input the price per hour for each listed line item. Rental rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(c). Do NOT put \$0 response. If there is a minimum rental period (example: per day) put the daily rate in BOTH the per hour and per day column. This column will not be evaluated. For all equipment with a limit on the number of hours it can be run per day, week, or month before accruing charges beyond the quoted rental rate, input the maximum overtime price per hour. The price should be listed in \$0.00 format. Overtime rates will be reviewed for reasonableness and may be deemed non-reponsive. Bidders who fill out this column must also submit their overtime policy, specifying daily, weekly, and monthly allotted hours and overtime rates, for inclusion in any resulting contract.~~

~~Column F "Per Day (\$)": Input the price per day for each listed line item. Rental rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(e d). Do NOT put \$0 response. If there is a minimum rental period (example: per week) put the weekly rate in BOTH the per day and per week column . The price should be listed in \$0.00 format.~~

~~Column G "Per Week (\$)": Input the price per week for each listed line item. Rental Rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(e d). Do NOT put \$0 response. If there is a minimum rental period (example: per month) put the monthly rate in All rate columns (day, week, and month). The price should be listed in \$0.00 format.~~

Column H "Per Month (\$)": Input the price per month for each listed line item. Rental Rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(e d). Do NOT put \$0 response. The price should be listed in \$0.00 format.

Column I "Total": Combines the rates for ~~Column E Per Hour (\$), Column E F~~ Per Day (\$), Column F ~~G~~ Per Week (\$), and Column ~~G~~ H Per Month (\$). This total will be used for evaluation purposes. This column cannot be altered.

Column J "Rent to Own Price": This column is optional and will not be evaluated. Bidder must input the sale price of each line item with a rent to own option. Bidder must submit rent to own terms and conditions with bid in order for this option to be included in the final contract.

Add additional lines as needed if you have more than one make/model of a specific line item. To do this, right-click on the row below the intended line item then click insert. Copy/paste the line item name and complete the bidder instructions outlined above in the newly created row. (See example below)

Do NOT alter this table or its formulas. This includes column A "Line Item", in addition to column ~~J~~ "Total". Do NOT delete unused rows.

Delivery Sheet Instructions

Delivery Instructions:

This section will not be evaluated. Delivery is not a requirement of this contract, however, bidders must complete the Delivery sheet if they will be offering delivery. Failure to do so may result in not being able to offer delivery. Prices are in US Dollars. The prices should be listed in \$0.00 format.

BIDDER INSTRUCTIONS:

Column A "Counties where delivery is available": Lists Washington counties. The items in this column cannot be altered.

Column B "Click if Yes": Bidder must click each checkbox where delivery is available. If delivery is not offered, check 'Delivery is not offered'. If delivery is available statewide, check 'Statewide'. The items in this column cannot be altered.

Column C "Price per Mile (\$)": Input the price per mile for delivery services. The price should be listed in \$0.00 format. This column cannot be altered.

Column D "Comments": Input additional information relevant to delivery service area and/or pricing. Example: free delivery within 50 miles.

Do NOT alter this table or its formulas.

Please note: Not following any of the specified instructions may be grounds for the bid to be considered non-responsive.

Additional Equipment Sheet Instructions

Additional Equipment Instructions:

This section will not be evaluated. Including additional equipment is not a requirement of this contract, however, bidders must complete the Additional Equipment sheet in order to propose additional equipment on their final contract. Failure to do so may result in not being able to offer additional equipment. Upon award, proposed additional products will be reviewed and if approved, added to bidder's Complete Product List. Prices are in US Dollars. The prices should be listed in \$0.00 format.

BIDDER INSTRUCTIONS:

Column A "Additional Equipment": Bidder must list additional equipment rental they plan to propose.

Column B "Make/Model/Description": Bidder must indicate the manufacturer name and model number and relevant descriptive information. This can include, but is not limited to, year, size, length, and weight limitations.

Column C "# of Units Available": Input the number of units available (inventory) for each item.

Column D "Per Hour **Overtime** (\$)": ~~Input the price per hour for each listed item. Rental rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(c). Do NOT put \$0 response. If there is a minimum rental period (example: per day) put the daily rate in BOTH the per hour and per day column. This column will not be evaluated. For all equipment with a limit on the number of hours it can be run per day, week, or month before accruing charges beyond the quoted rental rate, input the maximum overtime price per hour. The price should be listed in \$0.00 format. Overtime rates will be reviewed for reasonableness and may be deemed non-reponsive. Bidders who fill out this column must submit their overtime policy, specifying daily, weekly, and monthly allotted hours and overtime rates, as part of their submission. This policy will be included in the final contract.~~

Column E "Per Day (\$)": ~~Input the price per day for each listed item. Rental rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(c). Do NOT put \$0 response. If there is a minimum rental period (example: per week) put the weekly rate in BOTH the per day and per week column. The price should be listed in \$0.00 format.~~

Column F "Per Week (\$)": ~~Input the price per week for each listed item. Rental Rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(c). Do NOT put \$0 response. If there is a minimum rental period (example: per month) put the monthly rate in All rate columns (day, week, and month). The price should be listed in \$0.00 format.~~

Column G "Per Month (\$)": ~~Input the price per month for each listed item. Rental Rate must include all costs with the exception of charges outlined in Competitive Solicitation section 3.4(c). Do NOT put \$0 response. The price should be listed in \$0.00 format.~~

Column H "Total": ~~Combines the rates for Column D E Per Day (\$), Column E F Per Week (\$), and Column F G Per Month (\$). This total will be used for informational purposes. This column cannot be altered.~~

Column I "Rent to Own Price": This column is optional. Bidder must input the sale price of each line item with a rent to own option. Bidder must submit rent to own terms and conditions with bid in order for this option to be included in the final contract.

Do NOT alter this table or its formulas. This includes column A "Line Item", in addition to column H "~~Total~~" **I "Rent to Own Price"**. Do NOT delete unused rows.

Example of Adding Additional Lines

Right-click on the row below the intended line item.

Line Item	Make/Model/Description	# of Units Available	Per Day (\$)	Per Week (\$)	Per Month (\$)	Total
Asphalt Equipment, Asphalt Distributors						\$ -
Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut						\$ -
Asphalt Equipment, Crackseal Equipment						\$ -
Asphalt Equipment, Routers						\$ -
Asphalt Equipment, Paving Boxes						\$ -
Asphalt Equipment, Chip Spreaders						\$ -
Asphalt Equipment, Pot Hole Patching Equipment						\$ -

Click insert

Line Item	Make/Model/Description	# of Units Available	Per Day (\$)	Per Week (\$)	Per Month (\$)	Total
						\$ -
4	Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut					\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
15						\$ -
16						\$ -
17						\$ -
18						\$ -
19						\$ -
20						\$ -
21						\$ -
22						\$ -
23						\$ -

Copy/paste the line item name and complete the bidder instructions outlined above in the newly created row.

	Line Item	Make/Model/Description	# of Units Available	Per Day (\$)	Per Week (\$)	Per Month (\$)	Total
2							
3	Asphalt Equipment, Asphalt Distributors						\$ -
4	Asphalt Equipment, Asphalt Distributors						\$ -
5	Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut						\$ -
6	Asphalt Equipment, Crackseal Equipment						\$ -
7	Asphalt Equipment, Routers						\$ -
8	Asphalt Equipment, Paving Boxes						\$ -
9	Asphalt Equipment, Chip Spreaders						\$ -
10	Asphalt Equipment, Pot Hole Patching Equipment						\$ -

Example of Responsive Bid

Bid Price

Line Item	Year	Make/Model/Description	# of Units Available	Per Hour Overtime (\$) *	Per Day (\$)	Per Week (\$)	Per Month (\$)	Total	Rent to Own Price (Optional)
Asphalt Equipment, Asphalt Distributors	2015	towable Leeboy LL150 Tack Track, 150 G rated	3		\$ 140.00	\$ 400.00	\$ 1,200.00	\$ 1,740.00	
Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut	2006	Caterpillar PM102 self-propelled milling machine. 28,819 operating weight. Mill width 40", max depth 12", cutting speed 89ft/min, diesel fuel, HP 225	1		\$ 2,000.00	\$ 6,700.00	\$ 20,000.00	\$ 28,700.00	
Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut	1995	Ingersol Rand MW250 self-propelled milling machine. Operating wight 14,250, mill width 30", max depth 6", cutting speed 0-120F, fuel type t/min, HP140	1		\$ 1,000.00	\$ 3,500.00	\$ 10,500.00	\$ 15,000.00	
Asphalt Equipment, Crack seal Equipment	2015	Crafco SS125D crack seal applicator no compressor, oil jacket, 125 gallon	2		\$ 400.00	\$ 1,400.00	\$ 4,000.00	\$ 5,800.00	
Asphalt Equipment, Crack seal Equipment	2015	Crafco SS125DC crack seal applicator with on board 50 CFM, oil jacket, 125 gallon	2		\$ 450.00	\$ 1,500.00	\$ 4,500.00	\$ 6,450.00	
Asphalt Equipment, Crack seal Equipment	2015	Crafco poly patcerll mastetic melter applicator with 10 gallon heated material handler, oil jacket, 250 gallon	1		\$ 500.00	\$ 1,500.00	\$ 4,500.00	\$ 6,500.00	
Asphalt Equipment, Crack seal Equipment	2015	Crafco 10 gallon walk behind crack seal applicator, direct fire	1		\$ 100.00	\$ 250.00	\$ 900.00	\$ 1,250.00	
Asphalt Equipment, Routers	2014	Cimline PRC300 router, HP 30	1		\$ 250.00	\$ 750.00	\$ 2,300.00	\$ 3,300.00	

Delivery Offered - Yes

Counties where delivery is available	Click if Yes	Price per Mile (\$)	Comments
Delivery not offered	☐		
Statewide	☐		
Adams	☐		
Asotin	☒	\$ 10.00	Free delivery within 10 miles of store
Benton	☐		
Chelan	☒	\$ 10.00	Free delivery within 10 miles of store
Clallam	☒	\$ 10.00	Free delivery within 10 miles of store

Delivery Offered - No

Counties where delivery is available	Click if Yes	Price per Mile (\$)	Comments
Delivery not offered	☒		
Statewide	☐		

Example of NON-Responsive Bid

Bid Price

Line Item	Year	Make/Model/Description	# of Units Available	Per Hour Overtime (\$)*	Per Day (\$)	Per Week (\$)	Per Month (\$)	Total	Rent to Own Price (Optional)
Asphalt Equipment, Asphalt Distributors	2015	towable Leeboy LL150 Tack Track, 150 G rated	3		\$ 140.00	\$ 400.00	\$ 1,200.00	\$ 1,740.00	
Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut	2006	Caterpillar PM102 self-propelled milling machine. 28,819 operating weight. Mill width 40", max depth 12", cutting speed 89ft/min, diesel fuel, HP 225	1		\$ 2,000.00	\$ 6,700.00	\$ 20,000.00	\$ 28,700.00	
Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut			1		\$ 1,000.00	\$ 3,500.00	\$ 10,500.00	\$ 15,000.00	
Asphalt Equipment, Crack seal Equipment	2015	Crafco SS125D crack seal applicator no compressor, oil jacket, 125 gallon	2		\$ 400.00	\$ 1,400.00	\$ 4,000.00	\$ 5,800.00	
Asphalt Equipment, Crack seal Equipment	2015	Crafco SS125DC crack seal applicator with on board 50 CFM, oil jacket, 125 gallon	2		n/a	\$ 1,500.00	\$ 4,500.00	\$ 6,000.00	
Asphalt Equipment, Crack seal Equipment	2015	Crafco poly patcerll mastetic melter applicator with 10 gallon heated material handler, oil jacket, 250 gallon			\$ 500.00	\$ 1,500.00	\$ 4,500.00	\$ 6,500.00	
	2015	Crafco 10 gallon walk behind crack seal							

Asphalt Equipment, Crack seal Equipment	2013	Clarco 10 gallon walk behind crack seal applicator, direct fire	1		\$	100.00	\$	250.00	\$	900.00	\$	1,250.00
Asphalt Equipment, Routers	2014	Cimline PRC300 router, HP 30	1		\$	250.00	\$	750.00	\$	2,300.00	\$	3,300.00

Delivery Offered - Yes

Counties where delivery is available	Click if Yes	Price per Mile (\$)	Comments
Delivery not offered	☐		
Statewide	☐		
Adams	☐		
Asotin	☒	\$ 10.00	
Benton	☐		
Chelan	☒		
Clallam	☒	\$ 10.00	

Delivery Offered - No

Counties where delivery is available	Click if Yes	Price per Mile (\$)	Comments
Delivery not offered	☐		

Line Items (Informational) - Equipment Rental Contract 22823

Line Item List	Added Description	Requirements for Bid Price Sheet Column C "Make/Model/Description"
Asphalt Equipment, Asphalt Distributors		Make/Model, Rated Capacity
Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut	Must have new teeth installed and in "ready-to-use" condition. Customers must return the machines with new teeth installed and in "ready-to-use" condition. New replacement teeth may be obtained from the Contractor or another source provided the teeth are equal to those provided at the time of rental. If equipment returned is not in "ready-to-use" condition it may be considered unfit for service. Determination of equipment serviceability is at the discretion of the Contractor. The Contractor will invoice the Customer for labor and materials to restore the equipment to "ready-to-use" condition.	Make/Model, Host Vehicle, Operating Weight, Mill Width, Maximum Depth, Cutting Speed, Engine Fuel Type, Horsepower
Asphalt Equipment, Crack seal Equipment	Crack and Joint Seal Equipment	Make/Model, Capacity
Asphalt Equipment, Routers		Make/Model, Horsepower
Asphalt Equipment, Paving Boxes	Paving Box, self-propelled or towable	Make/Model, Type (self propelled or towable), Rated Capacity
Asphalt Equipment, Chip Spreaders	Chip Spreaders, self-propelled or towable	Make/Model, Type (self propelled or towable), Rated Capacity
Asphalt Equipment, Pot Hole Patching Equipment		Make/Model, Size
All-Terrain Vehicles, Utility, less than 2,000 lbs.		Make/Model, Size
All-Terrain Vehicles, Motorized, non-highway, less than 1,500 lbs.		Make/Model, Size
Backhoe, Rubber tired or tracked, 13,500 to 26,000 lb. operating weight	Tractor w/loader & backhoe	Make/Model, Operating Weight, If Cab is Enclosed or Not, If W/E-Stick or not, If 4x4 or not
Cable Handling Equipment, Reel Trailers		Make/Model, Size
Cable Handling Equipment, Pole Trailers		Make/Model, Size
Cable Handling Equipment, Turret Reel Trailers		Make/Model, Size
Cable Handling Equipment, Fiber Optic Pullers		Make/Model, Size
Cable Handling Equipment, Cable Scraper		Make/Model, Size
Cable Handling Equipment, Drum Pullers		Make/Model, Size
Cable Handling Equipment, Puller-Tensioners		Make/Model, Size
Cable Handling Equipment, Bull Wheel Tensioners		Make/Model, Size
Cable Handling Equipment, Underground Pullers		Make/Model, Size
Compactor, Roller	Rollers of various types, self-propelled, towable or walk-behind	Make/Model, Type (self propelled, towable, or walk behind) Operating Weight, Drum Width, Drum Type, Engine Fuel Type, Horsepower

Compactor, Compaction Equipment	Rollers of various types, self-propelled, towable or walk-behind	Make/Model, Type (self propelled, towable, or walk behind), Operating Weight, Plate (width x length), If Reversible or Not, Engine Fuel Type, Horsepower
Compressor, Portable or Towable	Portable or Towable	Make/Model, Type (portable or towable), Cubic Feet per Minute (CFM), Engine Fuel Type
Concrete Equipment, Mixers		Make/Model, Size
Concrete Equipment, Vibrators		Make/Model, Size
Cranes, Mobile		Make/Model, Rated Capacity, Boom Length (less jib)
Demolition Equipment, Light Demo. Hammers		Make/Model, Size
Demolition Equipment, Light Demo. Drills		Make/Model, Size
Dewatering, Dehumidifiers		Make/Model, Size
Dewatering, Heaters		Make/Model, Size
Dozer, 30 hp - 99 hp		Make/Model, Engine Fuel Type, Horsepower, If Cab is Enclosed or Not
Dozer, 100+ hp		Make/Model, Engine Fuel Type, Horsepower, If Cab is Enclosed or Not
Excavator, Hydraulic	With or without thumb	Make/Model, Operating Weight, If Cab is Enclosed or Not, With Thumb or Not
Excavator, Hydraulic, Limited Swing	With or without thumb	Make/Model, Operating Weight, If Cab is Enclosed or Not, With Thumb or Not
Excavator, Wheeled/Skip Loaders	With or without thumb	Make/Model, Operating Weight, If Cab is Enclosed or Not, With Thumb or Not
Excavator, Standard	With or without thumb	Make/Model, Operating Weight, If Cab is Enclosed or Not, With Thumb or Not
Excavator, Long Reach	With or without thumb	Make/Model, Operating Weight, If Cab is Enclosed or Not, With Thumb or Not
Excavator, Mini	With or without thumb	Make/Model, Operating Weight, If Cab is Enclosed or Not, With Thumb or Not
Fork Lifts, Industrial, warehouse		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower
Fork Lifts, Rough Terrain, Straight Mast		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower
Fork Lifts, Rough terrain, telescopic boom		Make/Model, Operating Weight, Lift Capacity, Boom Reach, Engine Fuel Type, Horsepower
Fork Lifts, Electric		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower
Fork Lifts, Electric, Narrow Aisle		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower
Fork Lifts, Electric, Motor Hand		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower

Fork Lifts, ICE truck (internal combustion)		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower
Fork Lifts, ICE truck w/pneumatic tires		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower
Fork Lifts, Electric & ICE engine tractors		Make/Model, Operating Weight, Lift Capacity, Engine Fuel Type, Horsepower
Front End Loaders (Compact), 1.9 cu. Yards & smaller		Make/Model, Operating Weight, Engine Fuel Type, Horsepower, Cubic Yard Capacity
Front End Loaders (Compact), Medium, 2 - 5 cubic yards		Make/Model, Operating Weight, Engine Fuel Type, Horsepower, Cubic Yard Capacity
Front End Loaders (Compact), Large, 5 - 11 cubic yards		Make/Model, Operating Weight, Engine Fuel Type, Horsepower, Cubic Yard Capacity
Front End Loaders (Compact), Additional Attachments for wheel loaders		Make/Model, Operating Weight, Engine Fuel Type, Horsepower, Cubic Yard Capacity
Forestry Equipment, Knuckle Boom Loaders		Make/Model, Horsepower, Operating Weight, Boom Reach, Maximum Lift, Engine Fuel Type, Horsepower
Forestry Equipment, Skidders, tracked or wheeled	Tracked or Wheeled	Make/Model, Type (tracked or wheeled), Operating Weight, Engine Fuel Type, Horsepower
Forestry Equipment, Wood & Brush Chippers		Make/Model, Chipper Capacity, Engine Fuel Type
Forestry Equipment, Brush Cutters	Walk-behind, backhoe or excavator. Mounted or self-propelled	Make/Model, Type (walk behind, backhoe, or excavator. Mounted or self-propelled), Chipper Capacity, Engine Fuel Type, Horsepower
Forestry Equipment, Stump Grinders	Walk-behind, backhoe or excavator. Mounted or self-propelled	Make/Model, Type (walk behind, backhoe, or excavator. Mounted, or self-propelled), Cutting Capacity Above Grade, Cutting Capacity Below Grade, Engine Fuel Type, Horsepower
Generators, Portable ~~with leads~~		Make/Model, Power Outlet in Kilowatt, Fuel Type, Generator Type
Generators, Large	Towable or Stationary Standby with leads	Make/Model, Power Outlet in Kilowatt, Fuel Type, Generator Type (towable or stationary standby with leads)
Lighting, Towers		Make/Model, Watts, Fuel/Power Type
Lighting, Stands		Make/Model, Watts, Fuel/Power Type
Lighting, Balloon Lights		Make/Model, Watts, Fuel/Power Type
Man Lifts, Push-type or self-propelled, single type		Make/Model, Platform Height, Platform Capacity, Platform Size, If Self Propelled or Not

Man Lifts, Scissor lifts, electric	Push or self-propelled	Make/Model, Type (push or self propelled), Platform Height, Platform Capacity, Platform Size, Platform Extension
Man Lifts, Scissor lifts, rough terrain, dual fuel or diesel		Make/Model, Platform Height, Platform Capacity, Platform Size, Platform, Extension, Engine Fuel Type, Horsepower
Man Lifts, Articulating, electric		Make/Model, Platform Height, Platform Capacity, Platform Size, Platform Extension
Man Lifts, Engine driven, articulating or straight bood, dual fuel or diesel	Engine driven, articulating, or straight bood	Make/Model, Type (engine driven, articulating, or straight bood), Platform Height, Horizontal Reach, Platform Capacity, Platform Size, Platform Extension, Engine Fuel Type, Horsepower
Man Lifts, Operated on grade/slope		Make/Model, Platform Height, Horizontal Reach, Platform Capacity, Platform Size, Platform Extension, Engine Fuel Type, Horsepower
Message, Message Board	Portable or towable	Make/Model, Type (portable or towable), Board Width
Message, Arrow Board	Portable or towable	Make/Model, Type (portable or towable), Board Width
Motor Graders, Articulated, non-articulated	Rear-wheel drive and all-wheel drive	Make/Model, Type (rear- wheel drive or all-wheel drive) Horsepower, Operating Weight, Blade Width
Pressure Washer, Hot or Cold water		Make/Model, Horsepower, Max Pounds in Square Inch (PSI)
Pumps, Water, gas or diesel	Portable or towable	Make/Model, Type (portable or towable) Horsepower, Fuel Type, Suction/Discharge, Gallons Per Minute (GPM), Weight
Pumps, Trash, gas or diesel	Portable or towable	Make/Model, Type (portable or towable) Horsepower, Fuel Type, Suction/Discharge, Gallons Per Minute (GPM), Weight
Pumps, Submersible, electric		Make/Model, Horsepower, Discharge, Gallons Per Minute (GPM), Weight
Screening & Rock Crushing Equipment, Rock Crushers	Portable or towable	Make/Model, Type (portable or towable), Max Feed, Rating US Throughput (TPH), Horsepower, Fuel Consumption Per Hour
Screening & Rock Crushing Equipment, Screen Plants	Portable or towable	Make/Model, Type (portable or towable), Max Feed, Rating US Throughput (TPH), Horsepower, Fuel Consumption Per Hour
Skid Steers & Compact Track Loaders, Tracked or wheeled		Make/Model, Rated Capacity, Horsepower

Sweepers, Self-propelled, mechanical pick-up	Self-propelled or mechanical pick-up	Make/Model, Type (self propelled or mechanical pick up), Maximum Sweep Width
Sweepers, Self-propelled, regenerative air pick-up	Self-propelled or regenerative air pick-up	Make/Model, Type (self propelled or regenerative air pick up), Maximum Sweep Width
Sweepers, Self-propelled & towable, non-pick-up	Self-propelled & towable, non-pick-up	Make/Model, Type (self propelled and towable or non pick up), Maximum Sweep Width
Sweepers, Self-propelled, vacuum pick-up	Self-propelled or vacuum pick-up	Make/Model, Type (self propelled or vacuum pick up), Maximum Sweep Width, Fuel type or Electric
Tractor/Mower (Lawn & Garden), Flail head mover on tractor to 60" flail	Stand-on, self-propelled, 36"	Make/Model, Operating Weight, Horsepower, If Enclosed Cab or Not
Tractor/Mower (Lawn & Garden), Slope mower, 16' - 20' reach	Zero turn, 60 - 72"	Make/Model, Operating Weight, Horsepower, If Enclosed Cab or Not
Tractor/Mower (Lawn & Garden), Riding lawn mower	Articulated	Make/Model, Operating Weight, Horsepower, If Enclosed Cab or Not
Tractor/Mower (Lawn & Garden), Gang type mowers, 12' - 21'		Make/Model, Operating Weight, Horsepower, If Enclosed Cab or Not
Tractor/Mower (Lawn & Garden), Finish Mower, 36" or larger		Make/Model, Operating Weight, Horsepower, If Enclosed Cab or Not
Trailers, Belly Dump, various lengths		Make/Model, Size, Capacity, Number of Axles
Trailers, Bottom Dump, various lengths		Make/Model, Size, Capacity, Number of Axles
Trailers, Curtain Side, various lengths		Make/Model, Size, Capacity, Number of Axles
Trailers, Drop Deck type, various lengths		Make/Model, Size, Capacity, Number of Axles
Trailers, Dry Van (box), various lengths to 53'		Make/Model, Size, Capacity, Number of Axles
Trailers, Flat Bed		Make/Model, Size, Capacity, Number of Axles
Trailers, Low Boy, up to 50,000 lb. capacity		Make/Model, Size, Capacity, Number of Axles
Trailers, Refrigeration Vans		Make/Model, Size, Capacity, Number of Axles
Trailers, Side Dump		Make/Model, Size, Capacity, Number of Axles
Trailers, Tank Trailers		Make/Model, Size, Capacity, Number of Axles
Trailers, Tilt beds up to 50,000 lb. capacity		Make/Model, Size, Capacity, Number of Axles
Trailers, Under bridge inspection work platform		Make/Model, Size, Capacity, Number of Axles

Trenchers, Ride-on or walk behind	Ride on or walk behind	Make/Model, Type (ride-on or Walk behind), Trench Width, Maximum Depth
Trucks, tractor	Capable of pulling up to 25+ ton trailers	Make/Model, Rated Capacity, Engine Fuel Type, Horsepower, Number of Axles, If There are Drop Axles or Not
Trucks, Dump truck, single axle	3 - 6 yard capacity	Make/Model, Rated Capacity, Engine Fuel Type, Horsepower
Trucks, Dump truck, tandem axle	7 - 12 yard capacity	Make/Model, Rated Capacity, Engine Fuel Type, Horsepower
Trucks, Dump truck, tandem axle with pup trailer	7 - 12 yard capacity with pup trailer	Make/Model, Rated Capacity for the Truck, Engine Fuel Type, Horsepower, Rated Capacity for the Trailer
Trucks, Dump truck, articulated		Make/Model, Rated Capacity, Engine Fuel Type, Horsepower
Trucks, Pick-up trucks		Make/Model, Rated Capacity, Engine Fuel Type, If it is a 4x4 or Not
Trucks, Step vans		Make/Model, Rated Capacity, Engine Fuel Type
Trucks, Cargo w/o rear hydraulic platform lift	15' to 25'	Make/Model, Rated Capacity, Box Length, Engine Fuel Type
Trucks, Cargo with rear hydraulic platform lift	15' to 25'	Make/Model, Rated Capacity, Box Length, Lift Capacity, Engine Fuel Type
Trucks, Striper Truck		Make/Model, Rated Capacity, Box Length, Engine Fuel Type
Trucks, Buck Truck		Make/Model, Rated Capacity, Box Length, Engine Fuel Type
Trucks with Special Body, Water tank: 1,000 - 10,000 gal		Make/Model, Rated Capacity, Engine Fuel Type, Horsepower
Trucks with Special Body, Vacuum/flushing truck (Vactor or Camel)	Vactor or Camel	Make/Model, Type (vactor or camel), Engine Fuel Type, Rated Capacity
Trucks with Special Body, Aerial man lift truck	With or without air saw capability, 28' to 120'	Make/Model, Type (with or without air saw capability), Maximum Lift Height, Engine Fuel Type
Trucks with Special Body, Hydraulic crane, truck mounted	1 - 40 ton	Make/Model, Boom Type, Rated Lift Capacity, Boom Length (less jib), Engine Fuel Type
Trucks with Special Body, Earth auger boring machine	Truck mounter, 4' to 10' auger	Make/Model, Maximum Lift Capacity, Engine Fuel Type
Trucks with Special Body, Truck mounted side/rear load	Refuse packer, 6 - 25 cubic yards, side or rear load	Make/Model, Type (side or rear load), Rated Capacity, Engine Fuel Type
Welder, Portable or skid mounted, gasoline or diesel	Portable or skid mounted	Make/Model, Welder Type (portable or skid mounted, Rated Output, Engine Horsepower, Fuel Type, If Trailer Mounted or Not
Miscellaneous, 2D Indicate/Laser Grade Control Systems & 2D CTL Box Blade Systems		Make/Model, Sizes
Miscellaneous, 3D Automatic Grade Control Systems, 3D Squared Automatic Grad Control Systems		Make/Model, Sizes
Miscellaneous, 3D Indicate Grade Control Systems		Make/Model, Sizes

Miscellaneous, 3D Squared Automatic Grad Control Systems	Make/Model, Sizes
Miscellaneous, GPS Grade Control Equipment including GPS Base & Rovers	Make/Model, Sizes
Miscellaneous, Belt Loader, Self-propelled & towable	Make/Model, If it is Self Propelled or Not, Rated Capacity, Engine Type, Horsepower
Miscellaneous, Pile driving equipment	Make/Model, Drive Force
Miscellaneous, Spreader, highway shouldering	Make/Model, Width, Operating Weight, Engine, Travel Speed, Conveyor Speed in Feet Per Minute

Bid Price - Equipment Rental Contract 22823

Line Item	Year	Make/Model/Description	# of Units Available	Per Hour Overtime (\$)*	Per Day (\$)	Per Week (\$)	Per Month (\$)	Total	Rent to Own Price (Optional)
Asphalt Equipment, Asphalt Distributors								\$ -	
Asphalt Equipment, Pavement Milling Machine, 24" - 72" cut								\$ -	
Asphalt Equipment, Crack seal Equipment								\$ -	
Asphalt Equipment, Routers								\$ -	
Asphalt Equipment, Paving Boxes								\$ -	
Asphalt Equipment, Chip Spreaders								\$ -	
Asphalt Equipment, Pot Hole Patching Equipment								\$ -	
All-Terrain Vehicles, Utility, less than 2,000 lbs.								\$ -	
All-Terrain Vehicles, Motorized, non-highway, less than 1,500 lbs.								\$ -	
Backhoe, Rubber tired or tracked, 13,500 to 26,000 lb. operating weight	2020 -2024	Case 580SV, Case 580SN, Case 575SV, Case 590SN, Cab, 4x4, Extend-a-hoe, Some with Std. Loader Bucket some with 4n1 Loader Bucket, Suspension Seat, Pilot Controls, 13,500 lbs. to 20,000 lbs depending on options.	20		\$450.00	\$1,350.00	\$4,050.00	\$ 5,850.00	Varies from \$85,000 to \$175,000
Cable Handling Equipment, Reel Trailers								\$ -	
Cable Handling Equipment, Pole Trailers								\$ -	
Cable Handling Equipment, Turret Reel Trailers								\$ -	
Cable Handling Equipment, Fiber Optic Pullers								\$ -	
Cable Handling Equipment, Cable Scraper								\$ -	
Cable Handling Equipment, Drum Pullers								\$ -	
Cable Handling Equipment, Puller-Tensioners								\$ -	
Cable Handling Equipment, Bull Wheel Tensioners								\$ -	
Cable Handling Equipment, Underground Pullers								\$ -	
Compactor, Roller	2020 -2024	Case DV23E, 39.4" Double Drum, 5,000lbs ROPS no cabs	3	\$	200.00	\$ 600.00	\$ 1,800.00	\$ 2,600.00	\$ 42,500.00
Compactor, Roller	2020 - 2024	Case DV26E, 48" Double Drum, 5500lbs, ROPS No Cabs	2	\$	250.00	\$ 750.00	\$ 2,250.00	\$ 3,250.00	\$49,000.00
Compactor, Roller	2020 - 2024	Case DV209D, 66" Double Drum, 21,000lbs, ROPS no cab	2	\$	400.00	\$ 1,200.00	\$ 3,600.00	\$ 5,200.00	\$110,000.00
Compactor, Roller	2020 - 2024	Case SV209E, 66" Single Drum Dirt Roller, 16,000lbs, ROPS no Cab	2	\$	475.00	\$ 1,425.00	\$ 4,275.00	\$ 6,175.00	\$ 120,000.00
Compactor, Roller	2020 - 2024	Case SV211E, 84" Single Drum Dirt Roller, 26,000 lbs, ROPS or Cab	2	\$	500.00	\$ 1,500.00	\$ 4,500.00	\$ 6,500.00	\$ 150,000.00
Compactor, Compaction Equipment								\$ -	
Compressor, Portable or Towable								\$ -	
Concrete Equipment, Mixers								\$ -	
Concrete Equipment, Vibrators								\$ -	
Cranes, Mobile								\$ -	
Demolition Equipment, Light Demo. Hammers								\$ -	
Demolition Equipment, Light Demo. Drills								\$ -	
Dewatering, Dehumidifiers								\$ -	
Dewatering, Heaters								\$ -	
Dozer, 30 hp - 99 hp	2020 - 2024	Case 650M, 68 HP, 16,400 lbs, ROPS or Cab, 6 Way Blade, Some with Rippers, Pilot Dozer Controls	3		\$650.00	\$1,950.00	\$5,850	\$ 8,450.00	\$142,000.00
Dozer, 30 hp - 99 hp	2020 - 2024	Case 750M, 92 HP, 20,679 lbs, Cab, 6 Way Blade, Some with Rippers, Pilot Dozer Controls	4		\$650	\$1,950	\$5,850	\$ 8,450.00	\$210,000.00
Dozer, 100+ hp	2020 - 2024	Case 850M, 112 HP, 23,250 lbs, Cab, 6 Way Blade, Some with Rippers, Pilot Dozer Controls	3		\$825.00	\$2,475.00	\$7,425.00	\$ 10,725.00	\$215,000
Dozer, 100+ hp	2020 - 2024	Case 1150M, 127 HP, 32,637 lbs, Cab, 6 Way Blade, Some with Rippers, Pilot Dozer Controls	3	\$	1,025.00	\$ 3,075.00	\$ 9,225.00	\$ 13,325.00	\$245,000
Dozer, 100+ hp	2020 - 2024	Case 1650M, 150 HP, 39,557 lbs, Cab, 6 Way Blade, Some with Rippers, Pilot Dozer Controls	2	\$	1,250.00	\$ 3,750.00	\$ 11,250.00	\$ 16,250.00	\$298,000

Dozer, 100+ hp	2020 - 2024	Case 2050M, 214 HP, 45,414 lbs, Cab, 6 Way Blade, Some with Rippers, Pilot Dozer Controls	1	\$	1,530.00	\$	4,590.00	\$	13,770.00	\$	19,890.00	\$360,000
Excavator, Hydraulic	2021-2024	Case CX80C, Cab, 56 HP, 18,000+ lbs, Coupler, Pilot Controls, 12" to 42" Buckets, Thumb	3		\$650.00		\$1,950		\$5,850		\$8,450	\$130,000.00
Excavator, Hydraulic	2021 - 2024	Case CX140E, 102 HP, 28,000+ lbs, Cab, Hydraulic Quick Coupler, 18" to 48" Buckets, Thumb	4	\$	825.00	\$	2,475.00	\$	7,425.00	\$	10,725.00	\$180,000.00
Excavator, Hydraulic	2021 - 2024	Case CX170E, 115 HP, 35,000+ lbs, Cab, Hydraulic Quick Coupler, 18" to 48" Buckets, Thumb	3	\$	925.00	\$	2,775.00	\$	8,325.00	\$	12,025.00	\$215,000.00
Excavator, Hydraulic	2021 - 2024	Case CX190E, 121 HP, 41,000+ lbs, Cab, Hydraulic Quick Coupler, 24" to 60" Buckets, Thumb,	3	\$	1,025.00	\$	3,075.00	\$	9,225.00	\$	13,325.00	\$235,000.00
Excavator, Hydraulic	2021 - 2024	Case CX220E, 162 HP, 53,000+ lbs, Cab, Hydraulic Quick Coupler, 24" to 60" Buckets, Thumb, 21' 10" Digger	4	\$	1,250.00	\$	3,750.00	\$	11,250.00	\$	16,250.00	\$275,000.00
Excavator, Hydraulic	2021 - 2024	Case CX260E, 179 HP, 58,000+ lbs, Cab, Hydraulic Quick Coupler, 24" to 72" Buckets, Thumb, 22' 8" Digger	2	\$	1,450.00	\$	4,350.00	\$	13,050.00	\$	18,850.00	\$315,000.00
Excavator, Hydraulic	2021 - 2024	Case CX300E, 259 HP, 67,000+ lbs, Cab, Hydraulic Quick Coupler, 24" to 72" Buckets, Thumb, 23' 4" Digger	2	\$	1,600.00	\$	4,800.00	\$	14,400.00	\$	20,800.00	\$380,000.00
Excavator, Hydraulic	2021 - 2024	Case CX350E, 268 HP, 84,000+ lbs, Cab, Hydraulic Quick Coupler, 24" to 84" Buckets, Thumb, 24" 1" Digger	2	\$	2,000.00	\$	6,000.00	\$	18,000.00	\$	26,000.00	\$410,000.00
Excavator, Hydraulic	2021 - 2024	Case CX490E, 364 HP, 110,000+ lbs, Cab, Hydraulic Quick Coupler, 24" to 84" Buckets, NO Thumbs, 25'4" Digger	2	\$	2,500.00	\$	7,500.00	\$	22,500.00	\$	32,500.00	\$490,000.00
Excavator, Hydraulic, Limited Swing	2020-2024	Case CX75C, 53 HP, 17,400+lbs., Cab, Pilot Controls, Quick Coupler, 12" to 42" Buckets, Backfill Blade, Hyd. Thumb, 13' 7" Digger	5	\$	650.00	\$	1,950.00	\$	5,850.00	\$	8,450.00	\$130,000.00
Excavator, Hydraulic, Limited Swing	2020 - 2024	Case CX145D, 102 HP, 32,100+lbs., Cab, Pilot Controls, Quick Coupler, 24" to 72" Buckets, Backfill Blade, Hyd. Thumb, 18' 1" Digger	4	\$	825.00	\$	2,475.00	\$	7,425.00	\$	10,725.00	\$200,000.00
Excavator, Hydraulic, Limited Swing	2020 - 2024	Case CX245D, 160 HP, 56,900+lbs., Cab, Pilot Controls, Quick Coupler, 24" to 84" Buckets, Backfill Blade, Hyd. Thumb, 21' 10" Digger	3	\$	1,250.00	\$	3,750.00	\$	11,250.00	\$	16,250.00	\$295,000.00
Excavator, Hydraulic, Limited Swing	2020 - 2024	Case CX365E, 205 HP, 78,600+lbs., Cab, Pilot Controls, Quick Coupler, 24" to 84" Buckets, Backfill Blade, Hyd. Thumb, 22'+/- Digger	2	\$	2,000.00	\$	6,000.00	\$	18,000.00	\$	26,000.00	\$380,000.00
Excavator, Wheeled/Skip Loaders	2024	Case 570N EP Loader Landscaper, ROPS or Cab, 4x4, 1 Yard Loader, Box Scraper with Ripper, 72 HP, 12,500 to 14,500 +lbs.	3		\$450.00		\$1,350.00		\$4,050.00		\$5,850.00	\$140,000.00
Excavator, Standard									\$		-	
Excavator, Long Reach									\$		-	
Excavator, Mini	2023 - 2024	Case CX17C, 17 HP, 3,900+ lbs, 7'9" Digger, ROPS only, Aux. Hydraulics, Quick Coupler, 12" to 30" Bucket	6	\$	175.00	\$	350.00	\$	1,050.00	\$	1,575.00	\$34,000.00
Excavator, Mini	2023 - 2024	Case CX37C, 24.4 HP, 8,350+ lbs,11' 3" Digger, ROPS-So Cabs, Quick Coupler, Thumbs, Aux. Hydraulics, 12" to 42" Bucket	6	\$	225.00	\$	675.00	\$	2,025.00	\$	2,925.00	\$58,500.00
Excavator, Mini	2023 - 2024	Case CX42D, 43.3 HP, 9250 - 10,400+ lbs, 10'1"+/- Digger, 12" to 42" Buckets, Aux. Hydraulics, ROPS some Cab Units	6	\$	250.00	\$	750.00	\$	2,150.00	\$	3,150.00	\$77,000.00
Excavator, Mini	2023 - 2024	Case CX50D, 57.8 HP, Cab a few ROPS Units, Pilot Controls, Aux. Hydraulics, Thumbs, 10,900 - 11,600+/- lbs, 12" to 42" Buckets, Quick couplers	4	\$	275.00	\$	825.00	\$	2,475.00	\$	3,575.00	\$86,000.00
Excavator, Mini	2023 - 2024	Case CX57C, 65.1 HP, Cab, Pilot Controls, Aux. Hydraulics, Thumbs, 12,300+/- lbs, 12" to 60" Buckets, Quick couplers	6	\$	295.00	\$	885.00	\$	2,655.00	\$	3,835.00	\$86,000.00
Excavator, Mini	2023 - 2024	Case CX60C, 64.7 HP, Cab, Pilot Controls, Aux. Hydraulics, Thumbs, 12,940 to 13,760+/-, 12" to 60" Buckets, Quick couplers	6	\$	295.00	\$	885.00	\$	2,655.00	\$	3,835.00	\$89,500.00
Fork Lifts, Industrial, warehouse									\$		-	

Fork Lifts, Rough Terrain, Straight Mast	2022 - 2024	Case 586H, 74 HP, Open ROPS a few Cab Units, 4x4, 15,000 +/- lbs, 6,000 Capacity,	2	\$450.00	\$1,350.00	\$4,050.00	\$ 5,850.00	\$86,000.00
Fork Lifts, Rough Terrain, Straight Mast	2022 - 2024	Case 588H, 74 HP, Open ROPS a few Cab Units, 4x4, 16,000 to 16,900 +/- lbs, 8,000 Capcity,	3	\$450.00	\$1,350.00	\$4,050.00	\$ 5,850.00	\$92,000.00
Fork Lifts, Rough terrain, telescopic boom							\$ -	
Fork Lifts, Electric							\$ -	
Fork Lifts, Electric, Narrow Aisle							\$ -	
Fork Lifts, Electric, Motor Hand							\$ -	
Fork Lifts, ICE truck (internal combustion)							\$ -	
Fork Lifts, ICE truck w/pneumatic tires							\$ -	
Fork Lifts, Electric & ICE engine tractors							\$ -	
Front End Loaders (Compact), 1.9 cu. Yards & smaller	2023 - 2024	Case 21F, Cab, .92 CY, 10,194lbs	3	\$ 320.00	\$ 960.00	\$ 2,880.00	\$ 4,160.00	\$78,000.00
Front End Loaders (Compact), 1.9 cu. Yards & smaller	2023 - 2024	Case 121F, Cab, 1.05 CY, 11,949 lbs	3	\$ 340.00	\$ 1,020.00	\$ 3,060.00	\$ 4,420.00	\$83,000.00
Front End Loaders (Compact), 1.9 cu. Yards & smaller	2023 - 2024	Case 221F, Cab, 1.2 CY, 12,547 lbs	5	\$ 380.00	\$ 1,140.00	\$ 3,420.00	\$ 4,940.00	\$98,000.00
Front End Loaders (Compact), 1.9 cu. Yards & smaller	2023 - 2024	Case 321F, Cab, 1.3 CY, 13,633 lbs	4	\$ 425.00	\$ 1,275.00	\$ 3,825.00	\$ 5,525.00	\$105,000.00
Front End Loaders (Compact), Medium, 2 - 5 cubic yards	2021 - 2024	Case 521G, Cab, 2.10 CY, 24,500lbs	4	\$ 600.00	\$ 1,800.00	\$ 5,400.00	\$ 7,800.00	\$180,000.00
Front End Loaders (Compact), Medium, 2 - 5 cubic yards	2021 - 2024	Case 621G, Cab, 3.0 CY, 28,500lbs	3	\$ 750.00	\$ 2,250.00	\$ 6,750.00	\$ 9,750.00	\$210,000.00
Front End Loaders (Compact), Medium, 2 - 5 cubic yards	2021 - 2024	Case 721G, Cab, 3.5CY, 33,000lbs	3	\$ 900.00	\$ 2,700.00	\$ 8,100.00	\$ 11,700.00	\$240,000.00
Front End Loaders (Compact), Medium, 2 - 5 cubic yards	2021 - 2024	Case 821G, Cab, 4.25 CY, 41,000lbs	2	\$ 1,000.00	\$ 3,000.00	\$ 9,000.00	\$ 13,000.00	\$275,000.00
Front End Loaders (Compact), Medium, 2 - 5 cubic yards	2021 - 2024	Case 921G, Cab, 4.75 CY, 45,000 lbs	3	\$ 1,200.00	\$ 3,600.00	\$ 11,400.00	\$ 16,200.00	\$325,000.00
Front End Loaders (Compact), Large, 5 - 11 cubic yards	2021 - 2024	Case 1021G, Cab, 5.5CY, 57,000 lbs,	2	\$ 1,500.00	\$ 4,500.00	\$ 13,500.00	\$ 19,500.00	\$415,000.00
Front End Loaders (Compact), Large, 5 - 11 cubic yards	2021 - 2024	Case 1121G, Cab, 6.25CY, 61,650lbs	2	\$ 1,750.00	\$ 5,250.00	\$ 15,750.00	\$ 22,750.00	\$440,000.00
Front End Loaders (Compact), Additional Attachments for wheel loaders							\$ -	
Forestry Equipment, Knuckle Boom Loaders							\$ -	
Forestry Equipment, Skidders, tracked or wheeled							\$ -	
Forestry Equipment, Wood & Brush Chippers							\$ -	
Forestry Equipment, Brush Cutters							\$ -	
Forestry Equipment, Stump Grinders							\$ -	
Generators, Portable with leads							\$ -	
Generators, Large							\$ -	
Lighting, Towers							\$ -	
Lighting, Stands							\$ -	
Lighting, Balloon Lights							\$ -	
Man Lifts, Push-type or self-propelled, single type							\$ -	
Man Lifts, Scissor lifts, electric							\$ -	
Man Lifts, Scissor lifts, rough terrain, dual fuel or diesel							\$ -	
Man Lifts, Articulating, electric							\$ -	
Man Lifts, Engine driven, articulating or straight bood, dual fuel or diesel							\$ -	
Man Lifts, Operated on grade/slope							\$ -	
Message, Message Board							\$ -	
Message, Arrow Board							\$ -	
Motor Graders, Articulated, non-articulated	2023 - 2024	Case 836C AWD, Cab, 12' Blade, 27200 lbs, 154 HP	2	\$ 1,225.00	\$ 3,675.00	\$ 11,025.00	\$ 15,925.00	\$245,000.00
Motor Graders, Articulated, non-articulated	2023 - 2024	Case 856C AWD, Cab, 14' Blade, 35000lbs, 173 PH	2	\$ 1,500.00	\$ 4,500.00	\$ 13,500.00	\$ 19,500.00	\$295,000.00
Pressure Washer, Hot or Cold water							\$ -	
Pumps, Water, gas or diesel							\$ -	
Pumps, Trash, gas or diesel							\$ -	
Pumps, Submersible, electric							\$ -	
Screening & Rock Crushing Equipment, Rock Crushers								
Screening & Rock Crushing Equipment, Screen Plants								
Skid Steers & Compact Track Loaders, Tracked or wheeled	2022 - 2024	Case SR210BSkid Steer Loader , Cab, 74HP, 78" Bkt, 6970 lbs	4	\$ 250.00	\$ 750.00	\$ 2,250.00	\$ 3,900.00	\$55,000.00
Skid Steers & Compact Track Loaders, Tracked or wheeled	2023 - 2024	Case SV280B Skid SteerLoader, Cab, 74 HP, 84" Bkt. 8,000lbs	4	\$ 300.00	\$ 900.00	\$ 2,700.00	\$ 3,900.00	\$67,000.00
Skid Steers & Compact Track Loaders, Tracked or wheeled	2023 - 2024	Case TR270B Compact Track Loader, Cab, 74 HP, 78" Bkt, 8270 lbs		\$ 300.00	\$ 900.00	\$ 2,700.00	#REF!	\$75,000.00
Skid Steers & Compact Track Loaders, Tracked or wheeled	2022 - 2024	Case TR310B, Compact Track Loader, Cab, 74HP, 84" Bkt, 8880 lbs.	4	\$ 300.00	\$ 900.00	\$ 2,700.00	\$ 3,900.00	\$79,000.00
Skid Steers & Compact Track Loaders, Tracked or wheeled	2022 - 2024	Case TV370B Compact Track Loader, Cab, 74HP, 84" Bkt, 9945 lbs	4	\$ 330.00	\$ 990.00	\$ 2,790.00	\$ 4,110.00	\$85,000.00
Skid Steers & Compact Track Loaders, Tracked or wheeled	2022 - 2024	Case TV450B Compact Track Loader, Cab, 90 HP, 84" Bkt, 10600 lbs	4	\$ 400.00	\$ 1,200.00	\$ 3,600.00	\$ 5,200.00	\$91,000.00

[illegible]

Delivery (Optional) - Equipment Rental Contract 22823

Counties where delivery is available	Click if Yes	Price per Mile (\$)		Comments
Delivery not offered	☐			
Statewide	☐			
Adams	☒	\$10 per loaded mile	Minimun Charge \$150	
Asotin	☒	\$10 per loaded mile	Minimun Charge \$150	
Benton	☒	\$10 per loaded mile	Minimun Charge \$150	
Chelan	☒	\$10 per loaded mile	Minimun Charge \$150	
Clallam	☒	\$10 per loaded mile	Minimun Charge \$150	
Clark	☐			
Columbia	☒	\$10 per loaded mile	Minimun Charge \$150	
Cowlitz	☐			
Douglas	☒	\$10 per loaded mile	Minimun Charge \$150	
Ferry	☒	\$10 per loaded mile	Minimun Charge \$150	
Franklin	☒	\$10 per loaded mile	Minimun Charge \$150	
Garfield	☒	\$10 per loaded mile	Minimun Charge \$150	
Grant	☒	\$10 per loaded mile	Minimun Charge \$150	
Grays Harbor	☐			
Island	☐			
Jefferson	☐			
King	☐			
Kitsap	☐			
Kittitas	☒	\$10 per loaded mile	Minimun Charge \$150	
Klickitat	☒	\$10 per loaded mile	Minimun Charge \$150	
Lewis	☐			
Lincoln	☒	\$10 per loaded mile	Minimun Charge \$150	
Mason	☐			
Okanogan	☒	\$10 per loaded mile	Minimun Charge \$150	
Pacific	☐			
Pend Oreille	☒	\$10 per loaded mile	Minimun Charge \$150	
Pierce	☐			
San Juan	☐			
Skagit	☐			
Skamania	☐			
Snohomish	☐			
Spokane	☒	\$10 per loaded mile	Minimun Charge \$150	
Stevens	☒	\$10 per loaded mile	Minimun Charge \$150	
Thurston	☐			
Wahkiakum	☐			
Walla Walla	☒	\$10 per loaded mile	Minimun Charge \$150	
Whatcom	☐			
Whitman	☒	\$10 per loaded mile	Minimun Charge \$150	
Yakima	☒	\$10 per loaded mile	Minimun Charge \$150	

[illegible]



EXHIBIT E – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS
FOR
BIDDERS WHO PLAN TO UTILIZE SUBCONTRACTORS TO PERFORM THE CONTRACT, IF AWARDED

Competitive Solicitation:	No. 22823 – Equipment Rental
Bidder:	Central Machinery Sales, Inc. Type/print full legal name of Bidder

Exhibit E – Diverse Business Inclusion Plan – Subcontractors is divided into the following three sections:

Section 1 – Provides information about Enterprise Services’ small and diverse business opportunities.

Section 2 – Provides instructions and information regarding who must submit ***Exhibit E – Diverse Business Inclusion Plan – Subcontractors*** and what is required.

Section 3 – Provides the template for the ***Diverse Business Inclusion Plan – Subcontractors*** for the above referenced Competitive Solicitation and the information prompts that bidders, if required (i.e., bidder, if awarded, plans to use subcontractors), must complete.

SECTION 1: ENTERPRISE SERVICES & SMALL/DIVERSE BUSINESSES

As set forth in the Competitive Solicitation (see section 6.2), Enterprise Services, in accordance with Washington law and to the maximum extent practicable, encourages and supports small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses).

For purposes of this Competitive Solicitation, the following terms have the following meanings:

SMALL/DIVERSE BUSINESS CATEGORY	DEFINITION
Minority-Owned Business:	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business (MBE). See, RCW 39.19.120 and WAC 326-20 .
Woman-Owned Business:	Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a woman-owned business (WBE). See, RCW 39.19.120 and WAC 326-20 .

SMALL/DIVERSE BUSINESS CATEGORY	DEFINITION
Veteran-Owned Business:	Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, RCW 43.60A.010(7) & RCW 43.60A.190. Such firms must meet four requirements: 1. <i>51% Ownership.</i> The firm must be at least fifty-one percent (51%) owned and controlled by: (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves. 2. <i>Washington Incorporation/Location.</i> The firm must be <u>either</u> an entity that is incorporated in the state of Washington as a Washington domestic corporation <u>or, if not incorporated,</u> an entity whose principal place of business is located within the State of Washington. 3. <i>WEBS Certification.</i> The firm must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution (WEBS). 4. <i>WDVA Certification.</i> The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA’s website (WDVA – Veteran-Owned Businesses).

SMALL/DIVERSE BUSINESS CATEGORY	DEFINITION
Washington Small Business:	Limited to firms that meet the following three (3) requirements: 1. <i>Location.</i> The firm's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel. 2. <i>Size.</i> The firm must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm's federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years. 3. <i>WEBS Certification.</i> Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS). See, RCW 39.26.010(22) & .010(13). Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms just have a small 'size' requirement: ▪ <i>Minibusiness Size Requirement:</i> The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(17). ▪ <i>Microbusiness Size Requirement:</i> The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm's federal income tax return or its return filed with the WDOR. See, RCW 39.26.010(16).

In support of the state's economic goals and to support a diverse supplier pool, Enterprise Services has established the following voluntary numerical goals for Enterprise Services' Competitive Solicitations for Contracts:

- Ten percent (10%) Minority-Owned Businesses;
- Six percent (6%) Woman-Owned Businesses;
- Five percent (5%) Veteran-Owned Businesses; and
- Twenty-five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

SECTION 2: INFORMATION & INSTRUCTIONS FOR COMPLETING *EXHIBIT E DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS*

1. Bidders who, if awarded a Contract, intend to use subcontractors, must complete ***Exhibit E – Diverse Business Inclusion Plan – Subcontractors*** in the form set forth herein. Awarded bidders who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors to perform the Contract.
 - **Note:** ***Exhibit E – Diverse Business Inclusion Plan – Subcontractors*** is NOT required if bidder, if awarded, does NOT intend to use subcontractors for this Contract.
2. As part of the ***Diverse Business Inclusion Plan – Subcontractors***, bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist bidder in fulfilling bidder's contractual obligations, if bidder is awarded a Contract pursuant to this Competitive Solicitation. This list should identify any subcontractors who are small/diverse businesses as defined above.
 - **Note:** The businesses included in the ***Diverse Business Inclusion Plan – Subcontractors*** are listed as examples of the businesses that bidder may use as subcontractors and does NOT obligate bidder to utilize those specific businesses in performing the Contract, if awarded. If awarded, the bidder's ***Diverse Business Inclusion Plan – Subcontractor*** will be incorporated into the terms and conditions of the resulting Contract and bidder will report performance and progress to Enterprise Services as set forth in the Contract and in annual contract management meetings.
3. Bidders must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.
4. If the proposed subcontractors are self-identified diverse businesses, bidder will encourage and support efforts for their certification with the appropriate Washington state agencies.
5. The small/diverse business goals set forth herein are voluntary. Bidders will not be considered non-responsive if the ***Diverse Business Inclusion Plan – Subcontractors*** has a zero small/diverse business participation amount. Enterprise Services, however, encourages bidders to be proactive in engaging small/diverse business participation. No preference will be included in the evaluation of bids based on the ***Diverse Business Inclusion Plan – Subcontractors***. No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.
6. Enterprise Services will review the ***Diverse Business Inclusion Plan – Subcontractors*** for a genuine effort and the maximum opportunity to contribute toward Enterprise Services' aspirational goals. Awarded bidders who utilize subcontractors will meet with Enterprise Services annually regarding their small/diverse business aspirational inclusion goals and outreach efforts set forth in their ***Diverse Business Inclusion Plan – Subcontractors***.

SECTION 3: BIDDER'S DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**1. BIDDER'S ANTICIPATED DIVERSE BUSINESS PARTICIPATION (GOALS)**

List bidder's anticipated small/diverse business category participation goals for subcontractor participation, if bidder is awarded a Contract. Bidders may list any goal amount. These goals are aspirational goals for bidder's use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Solicitation.

SMALL/DIVERSE BUSINESS CATEGORY	ENTERPRISE SERVICES GOALS	ANTICIPATED PERCENT OF CONTRACT AMOUNT (GOALS)
Minority-Owned Business	10%	
Woman-Owned Business	6%	
Veteran-Owned Business	5%	
Washington Small Business	25%	

2. BIDDER'S DIVERSE BUSINESS SUBCONTRACTING LIST

Provide the firm information of the relevant small/diverse business subcontractors that bidder anticipates utilizing, if awarded a Contract pursuant to this Competitive Solicitation. Please identify the names of the firms as they are listed in Washington's Electronic Business Solution (WEBS) and provide the firm's applicable certification numbers (for Minority, Woman, and Veteran-Owned firms).

STATE CERTIFICATION CATEGORY	LIST OF FIRMS
Minority-Owned Businesses	
Woman-Owned Businesses	J Oswald Trucking LLC, Dana Oswald President
Veteran-Owned Businesses	
Washington Small Businesses	

3. DESCRIBE BIDDER'S PLAN TO MEET OR EXCEED BIDDER'S VOLUNTARY DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS GOALS, INCLUDING OUTREACH.

Response: We use J Oswald Trucking whenever we can.

4. IDENTIFY BIDDER'S PRIMARY CONTACT FOR BIDDER'S DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS GOALS.

Response: **We use J Oswald Trucking whenever we can.**

Bidder commits to a make a genuine effort to achieve the proposed subcontract amounts with small/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.



Brian R. Blackorby

July 30th, 2024

Dated Signed

Return this Contracts Diverse Business Inclusion Plan – Subcontractors
to Procurement Coordinator at:
DESContractsStrategy@des.wa.gov



EQUIPMENT RENTAL AGREEMENT

CENTRAL MACHINERY SALES, INC.

☒	PURCHASE OPTION
☐	RENTAL ONLY
☐	DEMO ONLY

RP/RC #:

East 4030 Trent Ave, Spokane, WA 99202 | Phone: 509-532-9477 | Fax: 509-431-8617

By signing this Equipment Rental Agreement below, the lessee described below (the "Lessee") agrees to lease or demo, as applicable, the equipment described below (the "Equipment") from Central Machinery Sales, Inc. (the "Lessor") on the terms and conditions described herein including without limitation the Terms and Conditions of Rent on page 2 of this Equipment Rental Agreement.

DATE: 06/17/2024	CUST #: SC77U098	CUST PO #: SC98765	SALESMAN: Brian Blackorby
LESSEE'S NAME: RPO Customer		COMPANY: AAAA - Sample RPO Documents	
ADDRESS 1: 4030 E Trent Ave	ADDRESS 2:		COUNTY: Freight
CITY: Spokane	STATE:	ZIP: 99202	PHONE: 509-990-5451 FAX: EMAIL: brianb@CMachinery.net
SALES CONTACT:		SUPPORT CONTACT:	POINT OF POSESSION: Washington State

EQUIPMENT MAKE:	MODEL:	UNIT #:	SERIAL #:
MAKE:	MODEL:	UNIT #:	DAY: WK: MONTH:
MAKE:	MODEL:	UNIT #:	DAY: WK: MONTH:
MAKE:	MODEL:	UNIT #:	DAY: WK: MONTH:
OTHER CONDITIONS:			
All Central Machinery standard rental conditions apply. Upon return, additional cleaning charges may apply.			
RPO Terms: 6 Month Term with 80% of rental to apply to purchase price			
INSURED VALUE:			
TAXES - STATE: 9.0000% COUNTY: 0.0000% \$0.00			
TOTAL INSURED VALUE: \$0.00			
Sales Tax Charged at Local Rate			

RENTAL RATE AND PERIOD Lessee agrees to rent the Equipment listed above for a guaranteed minimum period of:			
("Guaranteed Minimum Period") beginning 6 Months			
Agreed Rates: DAILY- 8 HRS. Max.		Beginning Rental Rate \$0.00	
WEEKLY- 40 HRS. Max.		Plus State Sales Tax \$0.00	
4 WEEKS- 160 HRS. Max.		County Sales Tax \$0.00	
Plus Freight		Other Charges 0	
Plus Freight		TOTAL \$0.00	

RENTAL CONDITIONS: For purposes of calculating the period during which Lessee is entitled to use Equipment and the amount of rent, the rental term (a) commences on the date specified above, and (b) terminates on the date Lessee notifies Lessor that Lessee has completed the rental ("Off Rent") and has received an Off Rent confirmation by calling Lessor's offices during normal business hours or has returned the Equipment to Lessor's location. If Lessee has selected the Demo only option above, no fees will apply during the Guaranteed Minimum Period only and Lessee is required to return the Equipment after such period. No credit will be given for return of Equipment prior to the end of the Guaranteed Minimum Period or in the event the Equipment needs repairs or there are other job or weather delays. If Equipment is held past the Guaranteed Minimum Period, the Rental Rate shall be 6% of the monthly rate for each additional day or 33% of the monthly rate for each additional week until the Equipment is returned to the Lessor's yard. Monthly rentals shall be payable each month in advance at the Lessor's office at the address at the top of this form. Late payments shall be subject to an additional charge as described in the Terms and Conditions of Rent.

IF THE LESSEE SELECTS THE PURCHASE OPTION ABOVE, the parties will enter into a separate agreement for the sale of the Equipment and a portion of the rental payments will apply towards the purchase of the Equipment sale price less **CARRYING CHARGES AS FOLLOWS:**

▶ **6 Month Rental Purchase Option 80% of paid rentals to apply to original sales balance. RPO terms can be extended by 30-60-90 days if a sales order has been**

- ▶ **LIABILITY AND PHYSICAL DAMAGE INSURANCE IS NOT provided by Lessor and MUST be provided by Lessee.**
- ▶ **NAME OF AGENT & PHONE #:** _____
- ▶ **INSURANCE ON EQUIPMENT** (Provide LESSEE'S INSURANCE AGENT INFORMATION Above)
Lessee will provide a certificate of insurance acceptable to and approved by Lessor before delivery of Equipment that provides for all risk coverage on Equipment and names Lessor as an additional insured and loss payee in the amounts and on the terms described on the Terms and Conditions of Rent. The insurance policy may not be cancelled or materially modified except on thirty (30) days prior written notice to Lessor.
- ▶ **TRANSPORTATION OF EQUIPMENT TO OR FROM LESSOR'S YARD IS TO BE PAID BY LESSEE.** Equipment will be full of fuel upon pickup. If not returned with 100% fuel, a charge per gallon will be added to invoice at a rate of _____ per gallon.
- ▶ **TRANSPORTATION:** 0 each way if provided by Lessor. All Equipment is FOB Lessor's yard.
- ▶ **LOCATION OF MACHINERY:** The Equipment will be used at or near the following location. Lessee shall immediately advise Lessor of any change in location of the Equipment.

CITY
COUNTY
STATE

PREPAYMENT CHECK / P.O.#:	▶
MINIMUM GUARANTEED RENTAL:	▶ \$0.00

PERSONS BOUND: All persons, corporations or entities, their heirs, successors and assigns, signing this agreement are bound by the conditions and obligations contained therein. LESSEE, OR ITS AGENT, ACKNOWLEDGES THAT HE OR SHE HAS READ THE ENTIRE AGREEMENT AND KNOWS THE CONTENTS THEREOF AS EVIDENCED BY HIS OR HER SIGNATURE. THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON PAGE 2.

Agent Brian Blackorby Account Manager Date _____

By RPO Customer Date _____

Approved By Brian Blackorby

Signed X Title _____

TERMS AND CONDITIONS OF RENT

1. CONTROLLING PROVISIONS. These Terms and Conditions of Rent together with the Equipment Rental Agreement to which it is attached (the "Contract") constitutes an offer by Lessor to rent Equipment to Lessee or allow Lessee to demo Lessor's Equipment, if the demo only option is selected. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Equipment Rental Agreement. Lessee acknowledges receipt of and agree to comply with Equipment's operation and maintenance manual (the "Manual"). Lessee acknowledges that Lessee is familiar with Equipment and will cause Equipment to be operated at all times by qualified operators and in accordance with the Manual and all applicable laws. Lessee shall keep Equipment at the address set forth on the Equipment Rental Agreement and shall not move Equipment to any other location without Lessor's permission.

2. TERM OF RENTAL. For purposes of calculating the period during which Lessee is entitled to use Equipment and the amount of rent, the rental term (a) commences on the date specified on the Equipment Rental Agreement, and (b) terminates on the date Lessee notifies Lessor that Lessee has completed the rental ("Off Rent") and has received an Off Rent confirmation by calling Lessor's offices during normal business hours or has returned the Equipment to Lessor's location.

3. RENTAL FEE; TAXES; LATE FEE. For the use of Equipment, Lessee agrees to pay Lessor the daily, weekly or monthly rate described on the Equipment Rental Agreement, as applicable (the "Rental Rate"). The full daily rate applies for fractional days. If the demo option is selected, no Rental Rate is applicable during the Guaranteed Minimum Period unless Lessee fails to return the Equipment by the Required Return Date indicated on the Equipment Rental Agreement. Lessee agrees to pay additional charges if Equipment is held past the Guaranteed Minimum Period, the Rental Rate shall be 6% of the monthly rate for each additional day or 33% of the monthly rate for each additional week until the Equipment is returned to the Lessor's yard. Payment terms are net COD, except as Lessee is otherwise notified by Lessor. Lessee agrees to pay all taxes, fees and costs arising out of the use, possession, operation or maintenance of Equipment including without limitation any sales and use taxes, interest, fines and penalties. Late payments shall be subject to an additional charge at a rate equal to the lesser of one and one-half percent (1.5%) per month or fraction thereof, or the maximum amount permitted by law from the date due until Lessor receives full payment.

4. TRANSPORTATION AND FUEL EXPENSES. Lessee agrees to pay for all expenses related to transporting Equipment to and/or from Lessor's location. Lessee shall return Equipment with full fuel tanks; and if Lessee fails to do so, Lessee agrees to pay Lessor's then applicable price for refilling the fuel tanks.

5 CARE AND MAINTENANCE; CONDITION ON RETURN. Upon Lessee's acceptance of Equipment, Lessee acknowledges that Lessee has inspected Equipment, and Equipment is in good condition and operating properly. Lessee agrees to, at Lessee's expense: (a) maintain Equipment in good repair; (b) store Equipment safely; (c) make all normal and necessary adjustments and lubrication in accordance with the Manual; and (d) contact Lessor when Equipment needs other service or repairs. Lessor will be responsible for maintenance and repairs due to normal wear and tear. Lessee will be responsible for all scheduled maintenance and for the cost of all other repairs including without limitation those due to undue wear, or damage to Equipment from accident, misuse, abuse, or negligence. All replacement parts, service and repairs on Equipment must be obtained from Lessor. Lessee agrees not to make any additions or alterations to Equipment without Lessor's prior written consent. Lessor may inspect Equipment at any time or place and may require Lessee to make such repairs as Lessor feels are necessary to keep Equipment in the condition required. Should Equipment become unsafe, malfunction or require repair, Lessee will notify Lessor within 24 hours and immediately cease using Equipment until such condition is remedied. Lessee shall return Equipment to Lessor's location in the same condition Lessee received it, other than normal wear and tear. If Equipment is returned in unacceptable condition, Lessee agrees to pay to Lessor upon demand all charges for cleaning, servicing, repairs and replacements necessary to restore Equipment to the original condition, and the rental shall continue until such obligations are completed.

6. TITLE. Equipment shall be Lessor's sole and exclusive property (or if Lessor leases Equipment from a third party, of such third party), and neither Lessee nor anyone else will acquire any interest in Equipment, except Lessee's right to use Equipment hereunder. Lessee shall take steps necessary to prevent any person from acquiring any rights in or to Equipment, other than Lessor or the third party from which Lessor leases Equipment. Except for security interests, liens, encumbrances and claims (together, "Liens") in Lessor's favor, Lessee shall keep Equipment at all time free of Liens.

7. INSURANCE.

(a) **LIABILITY INSURANCE.** At all times from the time at which Equipment is picked up by Lessee or delivered by Lessor to Lessee, until the time Equipment is returned by Lessee to Lessor's location, or, if Lessor agrees to pick up Equipment from Lessee, the time at which Lessor picks up Equipment, Lessee shall maintain in force a commercial general liability insurance policy for bodily injury and death, personal injuries, and property damage (including contractual liability) with liability limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and a commercial auto liability insurance policy with limits of \$1,000,000 per occurrence for any rentals involving trailers or other equipment licensed for road use. Each such policy shall name Lessor, Lessor's employees and agents ("Lessor's Insured Parties") as additional insureds and insure Lessor as a primary, regardless of other insurance carried by Lessor, against liability for bodily injury and property damages sustained by any person or persons as a result of the ownership, maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment while Equipment is in Lessee's possession or control, in transit to or from Lessee under this Contract, arising out of Lessee's operation of Equipment, or otherwise related to this Contract. Lessee shall also maintain in effect workers compensation insurance as required by law. Lessee shall furnish Lessor with one or more certificates evidencing such policies and evidencing that each such policy may not be cancelled or materially modified except with thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of each such policy and to make a written report to Lessor and the insurer as soon as practical after any accident or occurrence involving Equipment.

(b) **PHYSICAL DAMAGE INSURANCE.** Lessee must provide a certificate of insurance acceptable to Lessor before delivery of Equipment evidencing primary all risk (including earthquake and flood) physical damage or loss insurance (including loss of use and damages caused in transit) on Equipment and naming Lessor's Insured Parties as additional insureds and loss payees, with limits acceptable to Lessor. Such insurance policy shall provide that no act, omission or breach of warranty by Lessee shall give rise to any defense against payment of the insurance proceeds to Lessor and that the insurers shall give Lessor written notice at least 30 days prior to the effective date of any expiration, modification, reduction, termination or cancellation of such policy.

8. RISK OF LOSS. Lessee is liable for all damages to or loss of Equipment arising from any accident, theft, seizure, or destruction, from the time at which Equipment is picked up by Lessee or delivered by Lessor to Lessee, until the time Equipment is returned by Lessee to Lessor's location, or, if Lessor agrees to pick up Equipment from Lessee, the time at which Lessor picks up Equipment. The preceding sentence applies whether or not such damages or loss are caused by Lessee, including without limitation damages caused by the failure of any device or material used in hitching Equipment to a towing vehicle. Lessee's liability for damage to or loss of Equipment is limited to the full value of Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Lessor's related expenses, such as loss of use, appraisal fees, recovery costs and attorneys' fees.

9. INDEMNITY. LESSEE HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS,

AFFILIATES, SUCCESSORS, ASSIGNS AND THIRD PARTY SUPPLIERS ("LESSOR'S INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL DIRECT AND INDIRECT CLAIMS, DEBTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, FINES, PENALTIES, JUDGMENTS, OMISSIONS, DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION ACTUAL ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR RELATING TO: (A) BREACH BY LESSEE OF ANY REPRESENTATION, WARRANTY, COVENANT OR TERM CONTAINED IN THIS CONTRACT OR ANY LAW; (B) ANY DAMAGE TO OR DESTRUCTION OF PROPERTY, OR INJURY TO OR DEATH OF PERSONS CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART, BY ANY INTENTIONAL, RECKLESS, NEGLIGENT OR OTHER ACT (OR FAILURE TO ACT) BY LESSEE OR LESSEE'S SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATES OR SUCCESSORS ("LESSEE'S AGENTS"); OR (C) LOSSES, DAMAGES OR INJURIES CAUSED BY LESSEE'S PRODUCTS OR SERVICES OR DUE TO IMPROPER APPLICATION OR USE OF EQUIPMENT BY LESSEE OR LESSEE'S AGENTS.

10. LIMITED WARRANTY/LIMITATION OF LIABILITY. Lessor warrants that Equipment will perform in accordance with the manufacturer's specifications when used for the purpose for which it was designed; provided, however that the warranty shall not apply to cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, damage due to environmental or natural elements, failure to follow the Manual, or improper installation, storage or maintenance. Lessor's sole and exclusive obligation under this warranty (and Lessee's sole and exclusive remedy) shall be, upon prompt written notice by Lessee made within 24 hours of the failure of Equipment, at Lessor's option, (a) to repair Equipment, (b) replace Equipment, or (c) terminate this Contract. If Lessor is not able to provide Lessee with Equipment that performs as warranted, Lessor will not charge Lessee the Rental Rate after the time of failure, provided that Equipment is returned to Lessor within 24 hours. **LESSEE AGREES THAT THE EXPRESS WARRANTY ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES.** To the extent that applicable law does not permit disclaimers of certain implied warranties, such limitations may not apply to Lessee. This warranty gives Lessee specific legal rights, and Lessee may also have other rights which vary from state to state. Any oral or written description of Equipment is for the sole purpose of identifying Equipment and shall not be construed as an express warranty. Prior to using Equipment, Lessee shall determine the suitability of Equipment for the intended use and Lessee shall assume all risk and liability whatsoever in connection therewith. **IN ORDER TO MAINTAIN LESSOR'S PRICING AS DESCRIBED ABOVE, LESSOR'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO LESSOR FOR THE USE OF EQUIPMENT, PLUS AN ADDITIONAL 10% DISCOUNT OFF LESSEE'S NEXT RENTAL WITH LESSOR.** Some states and countries do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to Lessee.

11. EVENTS OF DEFAULT. Lessee shall be in default under this Contract if any of the following events occur (collectively "Events of Default"): (a) Lessee fails to timely pay any amount due to Lessor; (b) Lessee fails to return Equipment when required and/or in original condition; (c) Lessee fails to maintain the insurance as required by Section 7; (d) Lessee violates or fails to perform any other term of this Contract; (e) Lessee ceases doing business or terminates operations for any reason including without limitation dissolution, merger or asset sale; or (f) Lessee becomes insolvent, assigns Lessee's assets for the benefit of creditors or enters (voluntarily or involuntarily) a bankruptcy proceeding.

12. REMEDIES. Upon the occurrence of an Event of Default and while such Event of Default is continuing, Lessor, at Lessor's option and to the extent not inconsistent with applicable law, may exercise any one or more of the following remedies: (a) terminate this Contract and Lessee's rights to use of Equipment shall cease; (b) require Lessee to return Equipment to Lessor's location in the same condition Lessee received it; (c) peaceably enter the premises where Equipment is located, take possession of and remove Equipment, all without liability to Lessor, Lessor's employees, agents or contractors for such entry (**LESSEE HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO NOTICE AND/OR HEARING PRIOR TO THE REPOSSESSION OR REPLEVIN OF EQUIPMENT BY LESSOR, LESSOR'S EMPLOYEES, AGENTS OR CONTRACTORS**); (d) proceed by court action to enforce Lessee's performance of this Contract or pursue any other remedy Lessor may have at law, in equity or under any applicable statute, and recover such other damages as may be incurred by Lessor; and (e) recover from Lessee (i) any unpaid periodic rentals due and payable for periods prior to Lessor's repossession of Equipment plus interest due thereon under Section 3, and (ii) all costs and expenses incurred in searching for, taking, removing, storing, repairing, restoring, refurbishing and leasing or selling Equipment. No failure on Lessor's part to exercise, and no delay in exercising, any right or remedy shall operate as a waiver. No single or partial exercise of any right or remedy shall preclude any other or further exercise or the exercise of any other right or remedy. Each right and remedy provided is cumulative and not exclusive of any other right or remedy including without limitation any right or remedy available to Lessor at law, by statute or in equity. Lessee shall pay all costs and expenses including without limitation attorneys' fees, incurred by Lessor arising out of or in connection with any Event of Default of this Contract.

13. ASSIGNMENT; SURVIVAL. Lessee shall not sell, transfer, assign, sublease, convey or otherwise transfer any of Lessee's rights or obligations under this Contract or in Equipment without Lessor's prior written consent. Lessor may sell, assign, sublet or otherwise transfer all or any part of Lessor's right, title and interest in and to Equipment and/or this Contract. Lessor may also pledge, mortgage or grant a security interest in Equipment and assign this Contract as collateral. Lessee's obligations, representations and warranties, and Lessor's rights, shall survive the expiration, cancellation or termination of this Contract.

14. NOTICES. Any notice required to be given to Lessor shall be sent by registered or certified mail, return receipt requested, to the Branch Supervisor at the address stated on the Equipment Rental Agreement.

15. GOVERNING LAW. This Contract shall be construed and governed under the laws of the State of Washington, without reference to conflict of laws principles. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Contract or the relationship of the parties shall be brought in a Court situated in Moses Lake, Washington, and both parties hereby irrevocably consent to the venue and jurisdiction of said Court. This Contract may be executed by facsimile signatures and in counterparts, each of which shall be deemed an original instrument. The individual signing this Contract is authorized to sign this Contract on Lessee's behalf. The invalidity or unenforceability of any term or condition of this Contract shall not affect the validity or enforceability of the remainder of this Contract.

16. MISCELLANEOUS. Any claims by Lessee must be brought within one year of the act or omission on which the claim is based. This document is the complete agreement between Lessor and Lessee. It replaces and supersedes (and Lessee should not rely on) any prior oral or written representations or agreements. Lessor objects to and rejects any additional, different or varying terms proposed by Lessee. **IF LESSEE WISHES TO NEGOTIATE ANY ONE OR MORE DIFFERENT TERMS THAN THOSE CONTAINED IN THIS DOCUMENT, INCLUDING HIGHER LIABILITY LIMITS, LESSEE MAY DO SO.** However, any such change to this document or these terms must be in writing and signed by authorized representatives for Lessee and Lessor. Any terms, conditions, negotiations or understandings which are not contained in this Contract shall have no force and effect unless made in writing and signed by each party's authorized representative. To the extent permitted by law, this Contract is irrevocable, independent of Lessee's acceptance of Equipment.

RE: RPO Sample Document - New COI for Central Machinery

Brian Blackorby <brianb@cmachinery.net>

Tue 6/18/2024 9:55 AM

To:DES Contracts Team Maple <DESContractsTeamMaple@des.wa.gov>

📎 1 attachments (265 KB)

Central_Machinery_INC_COI_for_Washington_State_DES.pdf;

External Email

Bernadet,

Mostly yes, 80% - 20% split is what we do on 90%+ of all RPO deals, however there are always exceptions that make sense for both us and the customer.

However, our business is to rent, sell, and lease equipment. Having said that we at times help customers out by making modifications as needed to Rental or Rent to Own agreements.

Mostly but not always regarding muni rentals, a piece of equipment will go out on strictly a rental, then a commissioner or city / county official will remark WOW we have been renting

that machines for a long time we should have just purchased it. So, they come to us, and we establish what an original sales price would have been back on the original

start date of the rental and recast the whole deal. In my 40+ years in this business we have been involved in a recasting of a deal 30+ times. The best way to avoid all

problems are to rent all machines with the 'Option' to purchase it, making sure each machine has a purchase price established in the documentation.

Call me if you have any more questions.

Thank You,



Brian Blackorby

Account Manager

Central Machinery – Case CE Dealer

4030 East Trent Ave

Spokane, WA 99202

Cell: 509.431.8617

BrianB@CMachinery.net

From: DES Contracts Team Maple <DESContractsTeamMaple@des.wa.gov>
Sent: Monday, June 17, 2024 12:27 PM
To: Brian Blackorby <brianb@cmachinery.net>
Cc: peter harp <pwharp@hotmail.com>
Subject: Re: RPO Sample Document

"6 Month typical length of RPO however if longer timeframe is needed to get the deal into a particular budget year we can make adjustments to meet your needs.

80% of Rental Applied to purchase Price."

This is the case for all purchasers?

From: Brian Blackorby <brianb@cmachinery.net>
Sent: Monday, June 17, 2024 9:34 AM
To: DES Contracts Team Maple <DESContractsTeamMaple@des.wa.gov>
Cc: peter harp <pwharp@hotmail.com>
Subject: RPO Sample Document

External Email

Will this sample RPO Document work for you?

Thank You,



Brian Blackorby

Account Manager

Central Machinery – Case CE Dealer

4030 East Trent Ave

Spokane, WA 99202

Cell: 509.431.8617

BrianB@CMachinery.net

From: DES Contracts Team Maple <DESContractsTeamMaple@des.wa.gov>
Sent: Thursday, June 13, 2024 2:25 PM
To: Brian Blackorby <brianb@cmachinery.net>
Subject: Re: Central Machinery Sales, RPO Terms

Thank you for this.

Do you have anything more formal, like what a customer would sign if they were doing the RTO?

From: Brian Blackorby <brianb@cmachinery.net>
Sent: Thursday, June 6, 2024 9:10 AM
To: DES Contracts Team Maple <DESContractsTeamMaple@des.wa.gov>
Subject: Central Machinery Sales, RPO Terms

External Email

Bernadet,

Rental Purchase Option Terms:

6 Month typical length of RPO however if longer timeframe is needed to get the deal into a particular budget year we can make adjustments to meet your needs.

80% of Rental Applied to purchase Price.

Thank You,



Brian Blackorby

Account Manager

Central Machinery – Case CE Dealer

4030 East Trent Ave

Spokane, WA 99202

Cell: 509.431.8617

BrianB@CMachinery.net

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/25/2024

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

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

PRODUCER Propel Insurance 601 Union Street; Suite 3400 COM Construction Seattle, WA 98101-1371		CONTACT NAME: Stephanie Voss PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: stephanie.voss@propelinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
		INSURER B : Travelers Property Casualty CoofAmerica	25674
		INSURER C : Travelers Indemnity Company	25658
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Equip Dealers Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			6300S328857	03/28/2023	03/28/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			8100S328673	03/28/2023	03/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP0S3329872214	03/28/2023	03/28/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6300S328857 WA STOP GAP	03/28/2023	03/28/2024	☐ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Inland Marine			6300S328857	3/28/2023	3/28/2024	SEE BELOW

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

EVIDENCE OF INSURANCE COVERAGES**CERTIFICATE HOLDER**

Central Machinery Sales, Inc.
PO Box 1217
Moses Lake, WA 98837

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR MANUFACTURERS AND WHOLESALEERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Blanket Additional Insured – Broad Form Vendors</p> <p>E. Blanket Additional Insured – Controlling Interest</p> <p>F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> <p>G. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>I. Blanket Additional Insured – Grantors Of Franchises</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Blanket Waiver Of Subrogation</p> <p>M. Contractual Liability – Railroads</p> |
|---|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** A limited liability company;
 - b.** An organization other than a partnership, joint venture or limited liability company; or
 - c.** A trust;
- as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

F. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has

issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

I. BLANKET ADDITIONAL INSURED – GRANTORS OF FRANCHISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that grants a franchise to you is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your operations in the franchise granted by that person or organization.

If a written contract or agreement exists between you and such additional insured, the limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical

services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
 - (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

M. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.