



Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

EXHIBIT A-1 – BIDDER'S CERTIFICATION

Competitive Solicitation:	No. 22823 – Equipment Rental		
Bidder:	Modern Machinery Co., Inc. Type/print full legal name of Bidder		
Bidder's Address:	PO Box 16660, 101 International Drive, Missoula, MT 59808 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 :	Montana 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 OFFENCE. 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: 602 014 937

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: 602 014 937

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*):

- ☐ *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.

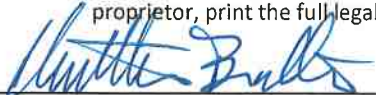
OR

- ☒ *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: MODERN MACHINERY Co., 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:  MATTHEW BUCKLIN
Signature of Bidder's authorized person Print Name of person making certifications for Bidder

Title: CFO Place: MISSOULA, MT
Title of person signing certificate Print city and state where signed

Date: 3/25/2024

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



The .gov means it's official.
Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.
The https:// ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



Occupational Safety and Health Administration

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Inspection Detail

Quick Link Reference

[1659122.015](#) | [1652204.015](#) | [1453138.015](#) | [1443089.015](#)

Case Status: CLOSED

Inspection: 1659122.015 - Wa317973141 - Modern Machinery Co Inc

Inspection Information - Office: Washington Region 2

Inspection Nr: 1659122.015

Report ID: 1055320

Date Opened: 03/20/2023

Site Address:

Wa317973141 - Modern Machinery Co
Inc
22431 83rd Ave S
Kent, WA 98032

Union Status: NonUnion

SIC:

NAICS: 423810/Construction and
Mining (except Oil Well) Machinery and
Equipment Merchant Wholesalers

Mailing Address:

Po Box 16660, Missoula, MT 59808

Inspection Type: Referral

Safety/Health: Safety

Scope: Partial

Close/Conference: 04/18/2023

Advanced Notice: N

Emphasis: P:Hosp, S:Hosp

Related Activity

Type	Activity Nr	Safety	Health
Referral	2010401	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1			1		2
Initial Penalty	\$5,400	\$0	\$0	\$0	\$0	\$5,400
Current Penalty	\$5,400	\$0	\$0	\$0	\$0	\$5,400
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Note
1.	01001	Serious	296-803-50005(1)	05/02/2023	03/20/2023	\$5,400	\$5,400	\$0		Z - Issued	
2.	02001	Other	296-800-14020(1)	05/02/2023	05/20/2023	\$0	\$0	\$0		Z - Issued	

Case Status: CLOSED

Inspection: 1652204.015 - Wa317972741 - Modern Machinery Co Inc

Inspection Information - Office: Washington Region 4

Inspection Nr: 1652204.015

Report ID: 1055340

Date Opened: 02/14/2023

Site Address:

Wa317972741 - Modern Machinery Co
Inc
19444 Ivan St Sw
Rochester, WA 98579

Union Status: NonUnion

SIC:

NAICS: 423810/Construction and
Mining (except Oil Well) Machinery and
Equipment Merchant Wholesalers

Mailing Address:

Po Box 16660, Missoula, MT 59808

Inspection Type: Unprog Rel

Safety/Health: Safety

Scope: Partial

Close Conference: 06/12/2023

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 12/05/2023

Related Activity

Type	Activity Nr	Safety	Health
Accident	2000454		
Inspection	1651850	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	\$2,000	\$0	\$0	\$0	\$0	\$2,000
Current Penalty	\$1,800	\$0	\$0	\$0	\$0	\$1,800
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Serious	296-800-11005	06/16/2023	02/14/2023	\$1,800	\$2,000	\$0	07/07/2023	L - State Settlement

Case Status: CLOSED

Inspection: 1453138.015 - Wa317957544 - Modern Machinery Co Inc

Inspection Information - Office: Washington Region 6

Inspection Nr: 1453138.015

Report ID: 1055360

Date Opened: 12/04/2019

Site Address:

Union Status: NonUnion

SIC:

Wa317957544 - Modern Machinery Co Inc

NAICS: 811310/Commercial and Industrial Machinery and Equipment (except Automotive and Electronic)

Spokane, WA 99212

Repair and Maintenance

Mailing Address:

Po Box 16660, Missoula, MT 59808

Inspection Type: Referral

Safety/Health: Safety

Scope: Partial

Close Conference: 01/21/2020

Advanced Notice: N

Emphasis: P:Hosp, S:Hosp

Ownership: Private

Case Closed: 05/18/2020

Related Activity

Type	Activity Nr	Safety	Health
Referral	1529951	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1			1		2
Initial Penalty	\$4,000	\$0	\$0	\$0	\$0	\$4,000
Current Penalty	\$4,000	\$0	\$0	\$0	\$0	\$4,000
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Note
1.	01001	Serious	296-800-14020(1)	02/26/2020	12/04/2019	\$4,000	\$4,000	\$0		Z - Issued	
2.	02001	Other	296-800-32010	02/26/2020	12/04/2019	\$0	\$0	\$0		Z - Issued	

Case Status: CLOSED

Inspection: 1443089.015 - Wa317956930 - Modern Machinery Co Inc

Inspection Information - Office: Washington Region 4

Inspection Nr: 1443089.015

Report ID: 1055340

Date Opened: 11/06/2019

Site Address:
Wa317956930 - Modern Machinery Co
Inc
19444 Ivan St Sw
Rochester, WA 98579

Union Status: NonUnion

SIC:

NAICS: 423810/Construction and
Mining (except Oil Well) Machinery and
Equipment Merchant Wholesalers

Mailing Address:
Po Box 16660, Missoula, MT 59808

Inspection Type: Referral

Safety/Health: Safety

Scope: Partial

Close Conference: 12/20/2019

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 06/10/2020

Related Activity

Type	Activity Nr	Safety	Health
Referral	1511982	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations						
Initial Penalty	\$2,000	\$0	\$0	\$0	\$0	\$2,000
Current Penalty	\$0	\$0	\$0	\$0	\$0	\$0
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Serious	296-800-11005	01/08/2020	01/26/2020	\$2,000	\$2,000	\$0	01/28/2020	L - State Settlement



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation:	No. 22823 - Equipment Rental
Bidder:	Modern Machinery Co., Inc. Type/print full legal name of Bidder

BIDDER INFORMATION	
Legal name of Bidder: Address of Bidder: <i>Note: This information must match the information from Bidder’s Business License.</i>	Modern Machinery Co., Inc. Business Name PO Box 16660, 101 International Dr Address Missoula, MT, 59808 City, State, Zip Code
Bidder’s Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: <i>Note: A nine digit UBI number is assigned to each registered businesses in Washington.</i>	T12064732BUS
Taxpayer Identification No. (TIN): <i>Note: 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.</i>	91-0492108
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: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Washington State Small Business.</i> <i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue</i>	Yes ☐ No ☒ If yes, provide the location for Bidder’s principal place of business: _____ Street Address _____ City, State, Zip Code

BIDDER INFORMATION	
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.	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: See Exhibit A-1 – Bidder's Certification for criteria to qualify as a Certified Veteran-Owned Business.</i>	Yes ☐ No ☒ If yes, provide Bidder's WDVA certification no.: _____

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER	
Authorized Representative Name: <u>Ken McGuire</u> Email: kmcguire@modernmachinery.com Phone: <u>509-991-9262</u>	Contract Administrator Name: <u>Monico Garza</u> Email: mgarza@modernmachinery.com Phone: <u>206-915-7771</u>
Sales Reporting Representative Name: <u>Ken McGuire</u> Email: kmcguire@modernmachinery.com Phone: <u>509-991-9262</u>	Sales Reporting Alternate Name: <u>Monico Garza</u> Email: mgarza@modernmachinery.com Phone: <u>206-915-7771</u>
Management Fee Representative Name: <u>BJ Lange</u> Email: bjLange@modernmachinery.com Phone: <u>406-523-1112</u>	Management Fee Contact Alternate Name: <u>Kyle Viste</u> Email: kviste@modernmachinery.com Phone: <u>406-523-1823</u>
Address for Enterprise Services to send management fee invoices: Company name: <u>Modern Machinery, Co., Inc.</u> Attn: <u>BJ Lange</u> Address: <u>PO Box 16660, 101 International Drive</u> City/State/Zip: <u>Missoula, MT 59808</u>	

CONTRACT MANAGEMENT POINTS OF CONTACT FOR BIDDER
Address for Enterprise Services to send legal notices: Company name: <u>Modern Machinery, Co., Inc.</u> Attn: <u>BJ Lange</u> Address: <u>PO Box 16660, 101 International Drive</u> City/State/Zip: <u>Missoula, MT 59808</u>
Signature Authority (if awarded a contract) Name: <u>Matt Bucklin</u> Title: <u>CFO</u>

ORDERING/SALES POINTS OF CONTACT (expand as necessary)			
Name	Phone Number	E-mail	Area of Responsibility
Alicia Veselits	509-340-6518	aveselits@modernmachinery.com	Sales Coordinator – Eastern Washington
Kyle Keely	206-930-1444	kkeely@modernmachinery.com	Sales Coordinator – Western Washington

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>City of Spokane</u>
Contact:	<u>Ron Howerton</u>
Phone:	<u>509-625-7741</u>
Email:	rhowerton@spokanecity.org
REFERENCE 2	
Company Name:	<u>City of Seattle</u>
Contact:	<u>Mike Stroble</u>
Phone:	<u>206-684-0145</u>
Email:	Mike.Stroble@seattle.gov
REFERENCE 3	
Company Name:	<u>Pacificorp</u>
Contact:	<u>Greg Glaze</u>
Phone:	<u>360-225-4416</u>
Email:	Gregory.Glaze@PacifiCorp.com

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, WA	Alicia Veselits	509-340-6518	Sales Coordinator
Kent, WA	Kyle Keely	206-930-1444	Sales Coordinator
Rochester, WA	Matthew Moore	360-791-3219	Sales Coordinator
Kennewick, WA	Chase Gilbertson	509-378-6462	Territory 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:	Modern Machinery Co., 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 patcerII 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								\$ -	
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 Scrapper								\$ -	
Cable Handling Equipment, Drum Pullers								\$ -	
Cable Handling Equipment, Puller-Tensioners								\$ -	
Cable Handling Equipment, Bull Wheel Tensioners								\$ -	
Cable Handling Equipment, Underground Pullers								\$ -	
Compactor, Roller		Dynapac/CA1300D/Self Propelled, 10,750 lbs, 54", 2023 Single Drum, Diesel, VPM 2,100	1	\$ 21.38	\$ 570.00	\$ 1,140.00	\$ 3,420.00	\$ 5,130.00	
Compactor, Roller		Dynapac/CA1300PD/Self Propelled, 10,750 lbs, 54", 2024 Single Drum Padfoot, Blade, Diesel, VPM 2,100	2	\$ 26.44	\$ 705.00	\$ 1,410.00	\$ 4,230.00	\$ 6,345.00	
Compactor, Roller		Dynapac/CA1500D/Self Propelled, 15,500 lbs, 66", 2024 Single Drum, Diesel, VPM 2,040-1,980 (High/Low)	7	\$ 34.88	\$ 930.00	\$ 1,860.00	\$ 5,580.00	\$ 8,370.00	
Compactor, Roller		Dynapac/CA2500D/Self Propelled, 22,300 lbs, 84", 2023 Single Drum, Diesel, VPM 2,040-1,980 (High/Low)	8	\$ 39.38	\$ 1,050.00	\$ 2,100.00	\$ 6,300.00	\$ 9,450.00	
Compactor, Roller		Dynapac/CA2500PD/Self Propelled, 24,300 lbs, 84", 2023 Single Drum, Diesel, VPM 2,040-1,980 (High/Low)	4	\$ 44.44	\$ 1,185.00	\$ 2,370.00	\$ 7,110.00	\$ 10,665.00	
Compactor, Roller		Dynapac/CA3500D/Self Propelled, 26,250 lbs, 84", 2023 Single Drum, Diesel, VPM 2,040-1,860 (High/Low)	6	\$ 42.19	\$ 1,125.00	\$ 2,250.00	\$ 6,750.00	\$ 10,125.00	
Compactor, Roller		Dynapac/CA3500PD/Self Propelled, 26,200 lbs, 84", 2023 Single Drum, Diesel, VPM 2,040-1,860 (High/Low)	3	\$ 47.81	\$ 1,275.00	\$ 2,550.00	\$ 7,650.00	\$ 11,475.00	
Compactor, Roller		Dynapac/CA5000D/Self Propelled, 35,942 lbs, 84", 2022 Single Drum, Diesel, VPM 1,800-1,740 (High/Low)	3	\$ 45.56	\$ 1,215.00	\$ 2,430.00	\$ 7,290.00	\$ 10,935.00	
Compactor, Roller		Dynapac/D.ONE/Remote Controlled Trench Roller, 2024 24",Double Drum, 3,516 lbs, diesel, VPM 2,520	4	\$ 13.50	\$ 360.00	\$ 720.00	\$ 2,160.00	\$ 3,240.00	
Compactor, Compaction Equipment		Dynapac/DRQ30/Walk behind, 622 lbs, 21.6"x30.9", 2023 Reversible, Gasoline, 8.4 hp	1	Price on Request	Price on Request	Price on Request	Price on Request	\$ -	
Compressor, Portable or Towable								\$ -	
Concrete Equipment, Mixers								\$ -	
Concrete Equipment, Vibrators								\$ -	
Cranes, Mobile								\$ -	
Demolition Equipment, Light Demo. Hammers		Stanley/MB05E00/650-1550 blows/minute, 4,500 – 2020 7,000 lbs Carrier Size	3	\$ 9.00	\$ 240.00	\$ 480.00	\$ 1,440.00	\$ 2,160.00	
Demolition Equipment, Light Demo. Hammers		Epiroc/MB1000/350-750 blows/minute, 26,500-46,300 lbs Carrier Size	1	\$ 37.97	\$ 1,012.50	\$ 2,025.00	\$ 6,075.00	\$ 9,112.50	
Demolition Equipment, Light Demo. Hammers		LaBounty/LMB2015/540-920 blows/minute, 26,000-2022 44,000 lbs Carrier Size	2	\$ 37.97	\$ 1,012.50	\$ 2,025.00	\$ 6,075.00	\$ 9,112.50	
Demolition Equipment, Light Demo. Hammers		Epiroc/MB1500/330-680 blows/minute, 37,500-63,900 lbs Carrier Size	3	\$ 50.06	\$ 1,335.00	\$ 2,670.00	\$ 8,010.00	\$ 12,015.00	
Demolition Equipment, Light Demo. Hammers		LaBounty/LMB4035/370-630 blows/minute, 57,500-2022 88,000 lbs Carrier Size	2	\$ 70.31	\$ 1,875.00	\$ 3,750.00	\$ 11,250.00	\$ 16,875.00	
Demolition Equipment, Light Demo. Hammers		Epiroc/HB2500/280 -580 blows/minute, 59,500 -2024 101,000 lbs Carrier Size	3	\$ 50.06	\$ 1,335.00	\$ 2,670.00	\$ 8,010.00	\$ 12,015.00	
Demolition Equipment, Light Demo. Hammers		Epiroc/HB3600/280-560 blows/minute, 77,000 -2024 139,000 lbs Carrier Size	1	\$ 95.63	\$ 2,550.00	\$ 5,100.00	\$ 15,300.00	\$ 22,950.00	

Demolition Equipment, Light Demo. Hammers	LaBounty/LMB5545/400-560 blows/minute, 75,000-2021 121,250 lbs Carrier Size	1	\$	95.63	\$	2,550.00	\$	5,100.00	\$	15,300.00	\$	22,950.00
Demolition Equipment, Light Demo. Drills										\$		-
Dewatering, Dehumidifiers										\$		-
Dewatering, Heaters										\$		-
Dozer, 30 hp - 99 hp	Komatsu/D37EX-24/20,878 lbs, Diesel, 88 HP, Enclosed 2022 Cab	1	\$	28.13	\$	750.00	\$	1,500.00	\$	4,500.00	\$	6,750.00
Dozer, 30 hp - 99 hp	Komatsu/D37PX-24/20,503 lbs, Diesel, 88 HP, Enclosed 2022 Cab	3	\$	30.38	\$	810.00	\$	1,620.00	\$	4,860.00	\$	7,290.00
Dozer, 100+ hp	Komatsu/D39EX-24/22,000 lbs, Diesel, 105 HP, 2024 Enclosed Cab	1	\$	32.06	\$	855.00	\$	1,710.00	\$	5,130.00	\$	7,695.00
Dozer, 100+ hp	Komatsu/D39PX-24/23,000 lbs, Diesel, 105 HP, 2021 Enclosed Cab	3	\$	33.75	\$	900.00	\$	1,800.00	\$	5,400.00	\$	8,100.00
Dozer, 100+ hp	Komatsu/D39PXi/EXi-24/22,000 lbs, Diesel, 105 HP, 2022 Enclosed Cab, Intelligent Machine (GPS)	4	\$	43.88	\$	1,170.00	\$	2,340.00	\$	7,020.00	\$	10,530.00
Dozer, 100+ hp	Komatsu/D51EX-24/31,000 lbs, Diesel, 131 HP, 2021 Enclosed Cab	2	\$	44.44	\$	1,185.00	\$	2,370.00	\$	7,110.00	\$	10,665.00
Dozer, 100+ hp	Komatsu/D51PX-24/31,000 lbs, Diesel, 131 HP, 2024 Enclosed Cab	5	\$	47.25	\$	1,260.00	\$	2,520.00	\$	7,560.00	\$	11,340.00
Dozer, 100+ hp	Komatsu/D51PXi/EXi-24/31,000 lbs, Diesel, 131 HP, 2023 Enclosed Cab, Intelligent Machine (GPS)	11	\$	59.06	\$	1,575.00	\$	3,150.00	\$	9,450.00	\$	14,175.00
Dozer, 100+ hp	Komatsu/D61PX-24/43,000 lbs, Diesel, 168 HP, 2022 Enclosed Cab	8	\$	59.06	\$	1,575.00	\$	3,150.00	\$	9,450.00	\$	14,175.00
Dozer, 100+ hp	Komatsu/D61PXi/EXi-24/43,000 lbs, Diesel, 168 HP, 2024 Enclosed Cab, Intelligent Machine (GPS)	10	\$	73.13	\$	1,950.00	\$	3,900.00	\$	11,700.00	\$	17,550.00
Dozer, 100+ hp	Komatsu/D71EX-24/50,000 lbs, Diesel, 237 HP, 2023 Enclosed Cab	4	\$	73.13	\$	1,950.00	\$	3,900.00	\$	11,700.00	\$	17,550.00
Dozer, 100+ hp	Komatsu/D71PX-24/52,000 lbs, Diesel, 237 HP, 2023 Enclosed Cab	3	\$	75.94	\$	2,025.00	\$	4,050.00	\$	12,150.00	\$	18,225.00
Dozer, 100+ hp	Komatsu/D71PXi/EXi-24/52,000 lbs, Diesel, 237 HP, 2024 Enclosed Cab, Intelligent machine (GPS)	15	\$	87.33	\$	2,328.83	\$	4,657.67	\$	13,973.00	\$	20,959.50
Dozer, 100+ hp	Komatsu/D155AX-8/90,000 lbs, Diesel, 354 HP, 2019 Enclosed Cab	2	\$	123.75	\$	3,300.00	\$	6,600.00	\$	19,800.00	\$	29,700.00
Dozer, 100+ hp	Komatsu/D155AXi-8/90,000 lbs, Diesel, 354 HP, 2021 Enclosed Cab, Intelligent machine (GPS)	4	\$	148.50	\$	3,960.00	\$	7,920.00	\$	23,760.00	\$	35,640.00
Dozer, 100+ hp	Komatsu/D375A-8/163,000 lbs, Diesel, 575 HP, 2019 Enclosed Cab	2		Price on Request		Price on Request		Price on Request		Price on Request	\$	-
Excavator, Hydraulic	2024 Komatsu/PC78US-11/17,700 lbs, Enclosed Cab, Thumb	5	\$	24.75	\$	660.00	\$	1,320.00	\$	3,960.00	\$	5,940.00
Excavator, Hydraulic	2024 Komatsu/PC88MR-11/19,000 lbs, Enclosed Cab, Thumb	16	\$	27.00	\$	720.00	\$	1,440.00	\$	4,320.00	\$	6,480.00
Excavator, Hydraulic	2022 Komatsu/PC130LC-11/29,000 lbs, Enclosed Cab, Thumb	4	\$	33.19	\$	885.00	\$	1,770.00	\$	5,310.00	\$	7,965.00
Excavator, Hydraulic	2024 Komatsu/PC170LC-11/40,800 lbs, Enclosed cab, Thumb	8	\$	38.81	\$	1,035.00	\$	2,070.00	\$	6,210.00	\$	9,315.00
Excavator, Hydraulic	2024 Komatsu/PC210LC-11/53,200 lbs, Enclosed Cab, Thumb	10	\$	45.00	\$	1,200.00	\$	2,400.00	\$	7,200.00	\$	10,800.00
Excavator, Hydraulic	Komatsu/PC210LCi-11/53,200 lbs, Enclosed Cab, 2024 Intelligent Machine (GPS)	3	\$	58.50	\$	1,560.00	\$	3,120.00	\$	9,360.00	\$	14,040.00
Excavator, Hydraulic	2019 Komatsu/PC240LC-11/56,000 lbs, Enclosed Cab, Thumb	5	\$	51.75	\$	1,380.00	\$	2,760.00	\$	8,280.00	\$	12,420.00
Excavator, Hydraulic	Komatsu/PC290LC-11/71,500 lbs, Enclosed Cab, No 2023 Thumb	6	\$	59.06	\$	1,575.00	\$	3,150.00	\$	9,450.00	\$	14,175.00
Excavator, Hydraulic	Komatsu/PC290LCi-11/71,500 lbs, Enclosed Cab, 2022 Intelligent Machine, No Thumb	3	\$	70.88	\$	1,890.00	\$	3,780.00	\$	11,340.00	\$	17,010.00
Excavator, Hydraulic	Komatsu/PC360LC-11/79,700 lbs, Enclosed Cab, No 2024 Thumb	10	\$	70.31	\$	1,875.00	\$	3,750.00	\$	11,250.00	\$	16,875.00
Excavator, Hydraulic	Komatsu/PC360LCi-11/79,700 lbs, Enclosed Cab, No 2022 Thumb, Intelligent Machine (GPS)	4	\$	84.38	\$	2,250.00	\$	4,500.00	\$	13,500.00	\$	20,250.00
Excavator, Hydraulic	Komatsu/PC390LC-11/89,000 lbs, Enclosed Cab, No 2023 Thumb	10	\$	80.16	\$	2,137.50	\$	4,275.00	\$	12,825.00	\$	19,237.50
Excavator, Hydraulic	Komatsu/PC390LCi-11/89,000 lbs, Enclosed Cab, No 2024 Thumb, Intelligent Machine (GPS)	4	\$	92.25	\$	2,460.00	\$	4,920.00	\$	14,760.00	\$	22,140.00
Excavator, Hydraulic	Komatsu/PC490LC-11/109,000 lbs, Enclosed Cab, No 2023 Thumb	15	\$	95.63	\$	2,550.00	\$	5,100.00	\$	15,300.00	\$	22,950.00

[illegible]

Message, Arrow Board												\$	-
Motor Graders, Articulated, non-articulated	Komatsu/GD655-6/Rear Wheel Drive, 219 HP, 38,000												
Pressure Washer, Hot or Cold water	2022 lbs, 14' Blade	2	\$	57.66	\$	1,537.50	\$	3,075.00	\$	9,225.00	\$	13,837.50	
Pumps, Water, gas or diesel											\$	-	
Pumps, Trash, gas or diesel											\$	-	
Pumps, Submersible, electric											\$	-	
Screening & Rock Crushing Equipment, Rock Crushers	Astec/K300 Cone Crusher with 6x20 Screen Closed Circuit Plant/Towable Chassis Mount, 10" Max Feed, 2023 460 TPH, 300 HP, Electric	3	\$	202.50	\$	5,400.00	\$	10,800.00	\$	32,400.00	\$	48,600.00	
Screening & Rock Crushing Equipment, Rock Crushers	Astec/K300 Cone Crusher Plant/ Towable Chassis Mount, 11 1/4" Max Feed, 300 HP, Electric 2024	2	\$	165.94	\$	4,425.00	\$	8,850.00	\$	26,550.00	\$	39,825.00	
Screening & Rock Crushing Equipment, Rock Crushers	Astec/K400 Cone Crusher Plant/ Towable Chassis Mount, 12 3/4" Max Feed, 400 HP, Electric 2022	4	\$	178.59	\$	4,762.50	\$	9,525.00	\$	28,575.00	\$	42,862.50	
Screening & Rock Crushing Equipment, Rock Crushers	Astec/FT300/Cone Crusher Portable Track Mount Plant, 7.5 cu. Yds Feed Hopper Feeder, 496 HP, 21 g/hr 2023	1	\$	165.94	\$	4,425.00	\$	8,850.00	\$	26,550.00	\$	39,825.00	
Screening & Rock Crushing Equipment, Rock Crushers	Astec/FT2650/Portable Track Mount Jaw Plant, 6.5 cu. Yds Feeder, 400 TPH, 300 HP, 28 g/hr 2023	4	\$	189.84	\$	5,062.50	\$	10,125.00	\$	30,375.00	\$	45,562.50	
Screening & Rock Crushing Equipment, Rock Crushers	Astec/GT125/Portable Track Mount Jaw Plant, 5.5 cu. Yds Hopper Feeder, 325 TPH, 225 HP, 11 g/hr 2022	3	\$	165.94	\$	4,425.00	\$	8,850.00	\$	26,550.00	\$	39,825.00	
Screening & Rock Crushing Equipment, Rock Crushers	Astec/J20 or J20CC/Portable Track Mount Jaw Plant, 5 cu. Yds Hopper Feeder, 172 HP, 5 g/hr 2023	6	\$	92.81	\$	2,475.00	\$	4,950.00	\$	14,850.00	\$	22,275.00	
Screening & Rock Crushing Equipment, Screen Plants	Astec/GT165/Portable Track Mount Screen Plant, 24" Max Feed, 129 HP, 7 g/hr 2024	5	\$	101.25	\$	2,700.00	\$	5,400.00	\$	16,200.00	\$	24,300.00	
Screening & Rock Crushing Equipment, Screen Plants	Astec/GT205S/Portable Track Mount Screen Plant, 8 cu. Yds Hopper Feeder, 600 TPH, 129 HP, 7 g/hr 2022	2	\$	101.25	\$	2,700.00	\$	5,400.00	\$	16,200.00	\$	24,300.00	
Screening & Rock Crushing Equipment, Screen Plants	Astec/SD09/Portable Track Mount Screen Plant, 8'2" x 9'2" Screen Box, 74 HP, 2 g/hr 2023	1	\$	42.19	\$	1,125.00	\$	2,250.00	\$	6,750.00	\$	10,125.00	
Screening & Rock Crushing Equipment, Screen Plants	2022 Spomac/14x9 Grizzly/Static grizzly, 14' x 9' screen	4	\$	22.50	\$	600.00	\$	1,200.00	\$	3,600.00	\$	5,400.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/R260/2,600 lbs Capacity, 70 HP	8	\$	16.31	\$	435.00	\$	870.00	\$	2,610.00	\$	3,915.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/V210/2,100 lbs Capacity, 69 HP	5	\$	13.50	\$	360.00	\$	720.00	\$	2,160.00	\$	3,240.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/V275/2,750 lbs Capacity, 70 HP	8	\$	14.63	\$	390.00	\$	780.00	\$	2,340.00	\$	3,510.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/V330/3,300 lbs Capacity, 70 HP	2	\$	15.75	\$	420.00	\$	840.00	\$	2,520.00	\$	3,780.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2023 GEHL/RT105/1,050 lbs Capacity, 34 HP	5	\$	10.69	\$	285.00	\$	570.00	\$	1,710.00	\$	2,565.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2023 GEHL/RT135/1,350 lbs Capacity, 45 HP	1	\$	14.06	\$	375.00	\$	750.00	\$	2,250.00	\$	3,375.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/RT165/1,650 lbs Capacity, 69 HP	6	\$	15.19	\$	405.00	\$	810.00	\$	2,430.00	\$	3,645.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/RT185/1,850 lbs Capacity, 69 HP	1	\$	16.31	\$	435.00	\$	870.00	\$	2,610.00	\$	3,915.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/VT230/2,300 lbs Capacity, 70 HP	4	\$	16.88	\$	450.00	\$	900.00	\$	2,700.00	\$	4,050.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/RT255/2,500 lbs Capacity, 72 HP	1	\$	18.56	\$	495.00	\$	990.00	\$	2,970.00	\$	4,455.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/VT275/2,750 lbs Capacity, 70 HP	2	\$	19.13	\$	510.00	\$	1,020.00	\$	3,060.00	\$	4,590.00	
Skid Steers & Compact Track Loaders, Tracked or wheeled	2024 GEHL/VT320/3,200 lbs Capacity, 114 HP	6	\$	22.50	\$	600.00	\$	1,200.00	\$	3,600.00	\$	5,400.00	
Sweepers, Self-propelled, mechanical pick-up											\$	-	
Sweepers, Self-propelled, regenerative air pick-up											\$	-	
Sweepers, Self-propelled & towable, non-pick-up											\$	-	
Sweepers, Self-propelled, vacuum pick-up, fuel, diesel, or electric											\$	-	
Tractor/Mower (Lawn & Garden), Flail head mower on tractor to 60" flail											\$	-	
Tractor/Mower (Lawn & Garden), Slope mower, 16' - 20' reach											\$	-	
Tractor/Mower (Lawn & Garden), Riding lawn mower											\$	-	
Tractor/Mower (Lawn & Garden), Gang type mowers, 12' - 21'											\$	-	
Tractor/Mower (Lawn & Garden), Finish Mower, 36" or larger											\$	-	
Trailers, Belly Dump, various lengths											\$	-	
Trailers, Bottom Dump, various lengths											\$	-	
Trailers, Curtain Side, various lengths											\$	-	
Trailers, Drop Deck type, various lengths											\$	-	
Trailers, Dry Van (box), various lengths to 53'											\$	-	
Trailers, Flat Bed											\$	-	
Trailers, Low Boy, up to 50,000 lb. capacity											\$	-	
Trailers, Refrigeration Vans											\$	-	
Trailers, Side Dump											\$	-	
Trailers, Tank Trailers											\$	-	
Trailers, Tilt beds up to 50,000 lb. capacity											\$	-	
Trailers, Under bridge inspection work platform											\$	-	
Trenchers, Ride-on or walk behind											\$	-	
Trucks, tractor											\$	-	
Trucks, Dump truck, single axle											\$	-	

Delivery (Optional) - Equipment Rental Contract 22823

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

Additional Equipment (Optional) - Equipment Rental Contract 22823

[illegible]

Company Name	Classification	Business address	State of origin	Fed tax ID	Registered Minority status
Approved Brokers:					
Global Tranz	Broker	PO Box 203285, Dallas, TX	Texas		
Whitewood Transportation	Broker	PO Box 30553, Billings, MT	Montana		
JNI Logistics Inc.	Broker	1555 E. McAndrews Rd. Ste. 303, Medford, OR	Oregon		
Armstrong Transport Group (ATG)	Broker	PO Box 735227, Dallas, TX	Texas		
Highway Heavy Hauling	Broker	4101 N Suttle Rd., Portland, OR	Oregon		
Big Sky Specialized Carriers	Broker	PO Box 1990, Missoula, MT	Montana		
Pac Rim Transportation	Broker	PO Box 2027, White City, OR	Oregon		
Approved Contract Carriers:					
Whitewood Transport, Inc.	Contract	PO Box 30553, Billings, MT	Montana		
Peters and Keatts Equipment, Inc.	Contract	3349 kingsgate Way, Richland, WA	Idaho		Small Business
Bar 7 LLC	Contract	500 W Idaho St., Ste. 200, Boise, ID	Idaho		
Highway Heavy Hauling	Contract	4101 N Suttle Rd., Portland, OR	Oregon		
Porter W Yett	Contract	5949 NE Cully Blvd., Portland, OR	Oregon		
D & D Trucking	Contract	100 Fly's Crossing, Manhattan, MT	Montana		
Wm. Winkler Company	Contract	5516 N Starr Rd, Newman Lake, WA	Washington	87-0797464	Veteran-Owned Business
Mason Trucking INC.	Contract	PO Box 2078, Aberdeen, WA	Washington		
Brothers Trucking	Contract	2695 Kirtland Rd, Central Point, OR	Oregon		
Mickelsen Transportation LLC	Contract	76 N 550 W, Blackfoot, ID	Idaho		
Jon Pittman Trucking	Contract	PO Box 638, Cottonwood, CA	California		
Watts Construction Inc	Contract	4828 Southridge Blvd, Kennewick, WA	Washington		
Action Materials	Contract	PO Box 19425, Spokane, WA	Washington		
Foxtex Inc	Contract	PO Box 129, Worden, MT	Montana		
Charlie Every Trucking	Contract	PO Box 333, Redmond, OR	Oregon		
Pacific Logging LLC	Contract	PO Box 1439, Marysville, WA	Washington		
Western Heavy Haul	Contract	2260 NW Industrial Parkway, Prineville, OR	Oregon		
Heavy Toy Hauling Inc	Contract	PO Box 2453, Columbia Falls, MT	Montana		
BD hauling Inc	Contract	403 Evans Dr., Idaho Falls, ID	Idaho		
Northwest Construction	Contract	2353 130th Ave NE, Bellevue, WA	Washington		
V VanDyke Inc	Contract	PO Box 111750, Tacoma, WA	Washington		
Lowry & Sons	Contract	1005 Reynold Rd, Princeton, ID	Idaho		
Con Transport	Contract	PO Box 52150, Idaho Falls, ID	Idaho		
DG & S Co	Contract	PO Box 219, Kingston, ID	Idaho		
31 total					
1 certified small business					
1 certified veteran owned business					



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:	__Modern Machinery Co., 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. <i>See, RCW 43.60A.010(7) & RCW 43.60A.190.</i> 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%	85%
Washington Small Business	25%	15%

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	
Veteran-Owned Businesses	WM. Winkler Company
Washington Small Businesses	Peters and Keatts Equipment

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

Response: This goal is based for Spokane, WA branch only – see attached list of approved haulers.

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

Response: **Ken McGuire**

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.

Ken McGuire _____

Bidder's Authorized Representative

____7/3/2024_____

Dated Signed

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

Company Name	Classification	Business address	State of origin	Fed tax ID	Registered Minority status
Approved Brokers:					
Global Tranz	Broker	PO Box 203285, Dallas, TX	Texas		
Whitewood Transportation	Broker	PO Box 30553, Billings, MT	Montana		
JNI Logistics Inc.	Broker	1555 E. McAndrews Rd. Ste. 303, Medford, OR	Oregon		
Armstrong Transport Group (ATG)	Broker	PO Box 735227, Dallas, TX	Texas		
Highway Heavy Hauling	Broker	4101 N Suttle Rd., Portland, OR	Oregon		
Big Sky Specialized Carriers	Broker	PO Box 1990, Missoula, MT	Montana		
Pac Rim Transportation	Broker	PO Box 2027, White City, OR	Oregon		
Approved Contract Carriers:					
Whitewood Transport, Inc.	Contract	PO Box 30553, Billings, MT	Montana		
Peters and Keatts Equipment, Inc.	Contract	3349 kingsgate Way, Richland, WA	Idaho		Small Business
Bar 7 LLC	Contract	500 W Idaho St., Ste. 200, Boise, ID	Idaho		
Highway Heavy Hauling	Contract	4101 N Suttle Rd., Portland, OR	Oregon		
Porter W Yett	Contract	5949 NE Cully Blvd., Portland, OR	Oregon		
D & D Trucking	Contract	100 Fly's Crossing, Manhattan, MT	Montana		
Wm. Winkler Company	Contract	5516 N Starr Rd, Newman Lake, WA	Washington	87-0797464	Veteran-Owned Business
Mason Trucking INC.	Contract	PO Box 2078, Aberdeen, WA	Washington		
Brothers Trucking	Contract	2695 Kirtland Rd, Central Point, OR	Oregon		
Mickelsen Transportation LLC	Contract	76 N 550 W, Blackfoot, ID	Idaho		
Jon Pittman Trucking	Contract	PO Box 638, Cottonwood, CA	California		
Watts Construction Inc	Contract	4828 Southridge Blvd, Kennewick, WA	Washington		
Action Materials	Contract	PO Box 19425, Spokane, WA	Washington		
Foxtex Inc	Contract	PO Box 129, Worden, MT	Montana		
Charlie Every Trucking	Contract	PO Box 333, Redmond, OR	Oregon		
Pacific Logging LLC	Contract	PO Box 1439, Marysville, WA	Washington		
Western Heavy Haul	Contract	2260 NW Industrial Parkway, Prineville, OR	Oregon		
Heavy Toy Hauling Inc	Contract	PO Box 2453, Columbia Falls, MT	Montana		
BD hauling Inc	Contract	403 Evans Dr., Idaho Falls, ID	Idaho		
Northwest Construction	Contract	2353 130th Ave NE, Bellevue, WA	Washington		
V VanDyke Inc	Contract	PO Box 111750, Tacoma, WA	Washington		
Lowry & Sons	Contract	1005 Reynold Rd, Princeton, ID	Idaho		
Con Transport	Contract	PO Box 52150, Idaho Falls, ID	Idaho		
DG & S Co	Contract	PO Box 219, Kingston, ID	Idaho		
31 total					
1 certified small business					
1 certified veteran owned business					



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:	__Modern Machinery Co., Inc. Type/print full legal name of Bidder

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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%	85%
Washington Small Business	25%	15%

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	
Veteran-Owned Businesses	WM. Winkler Company
Washington Small Businesses	Peters and Keatts Equipment

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

Response: This goal is based for Spokane, WA branch only – see attached list of approved haulers.

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

Response: **Ken McGuire**

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.

Ken McGuire _____

Bidder's Authorized Representative

____7/3/2024_____

Dated Signed

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



Rental Agreement

Salesman: _____

Customer: _____ Customer #: _____ Buyer's Name: _____ PO #: _____
Address: _____ City: _____ State: _____ Zip: _____ Phone #: _____
Customer Email: _____ Customer Type: _____ Project Type: _____
Delivery Address: _____ City: _____ State: _____ Zip: _____
Insurance Agent: _____ Phone #: _____ Insurance Value: _____ \$0.00

Project Information

Project Name: _____ Project Address: _____
General Contractor: _____ Contact Name: _____ Phone #: _____

SMR: _____ Ship Date: _____ Rental Start Date: _____ Estimated Return Date: _____

Equip. #	Make	Model	Description	Serial #	Rental Amount
4 Week Rental (160 hours)					0.00

Additional Charges:

Freight Out		
Freight In		
Fuel	per gallon	\$8.00
DEF	per	\$30.00
Other		

Daily Rate	\$0.00
Weekly Rate	\$0.00
Overtime Rate	\$0.00

Sales Tax:

Taxable	
State	
County	
City - Tax Code	
Rate	0.00%
Tax Amount	0.00
Amount Due	\$0.00

Comments:

- ❖ PAYMENT: Rentals are billed in arrears, terms are net 15. For billing purposes, Weekly Rate = 4 Weeks divided by 3, Daily Rate = Weekly Rate divided by 2.
- ❖ RETURN OF EQUIPMENT: Customer is responsible to return the equipment clean and with fuel and DEF tanks full. Customer will be charged for fuel, DEF and cleaning if necessary.
- ❖ FREIGHT: All equipment is FOB Modern Machinery's yard. All setup, assembly, & disassembly are customer responsibility.
- ❖ MAINTENANCE OF EQUIPMENT: Rental Rates include all scheduled services. Customer is responsible for all maintenance of this equipment while in their possession. Customer must check machine fluid levels daily and follow recommended service intervals set forth in the operators manual. All damage arising from any cause whatsoever is the responsibility of the customer. TIRES: Loader and Articulated Truck Tires must meet certain specifications. Customers may not replace tires without specific approval from Modern Machinery.
- ❖ INSURANCE: Physical damage coverage is NOT provided by Modern Machinery. A certificate of insurance, for coverages as detailed on page 2 of this agreement, must be provided to Modern Machinery within 10 days of this agreement.
- ❖ ENTIRE AGREEMENT: This is the entire agreement. No other terms other than those documented herein are binding on either party. This agreement is subject to the terms and conditions set forth on pages 1 and 2 of this document, including the applicable manufacturer's warranty.
- ❖ CUSTOMER ACKNOWLEDGES HE/SHE HAS READ BOTH PAGES AND RECEIVED A COPY OF THIS ENTIRE ORDER.

By: _____ Date: _____
Signed: _____

Modern Machinery Co., Inc.

By: _____ Date: _____
Signed: _____

Title: _____

Customer

01/01/2024

RENTAL AGREEMENT ("AGREEMENT") – TERMS AND CONDITIONS

USAGE – Customer agrees to pay the rental price listed on the front page of the Agreement. Rental amounts do not include applicable taxes, included but not limited to sales, income, property, and use taxes, payment of which is the Customer's responsibility. The Agreement shall extend beyond the term at the same rental rate if the Customer holds the equipment over the specified term of this Agreement. For rentals longer than 28 days, and not returned on an even billing cycle, rent will be prorated as 4 week rate/20 days (Daily Rate) Double shift rate (320 hrs allowed in 4 weeks) will be invoiced at 1.7 times the 4 week rate. Double Shift OT hrs calculated at 4 week rate/320.

RENTAL PURCHASE OPTION – Rental equipment does not carry the option to purchase unless Modern Machinery and Customer agree in writing upon the same prior to the start of the rental.

SAFETY – Customer acknowledges that it and its operators are familiar with the operation of the rented equipment and that all necessary and proper safety equipment is in place and they agree not to permit any such safety equipment to be removed or tampered with, that they are aware of the limitations of the equipment and agree not to exceed such limitations. Customer agrees that they are responsible for ensuring that all operators read all warnings and operating instructions; Customer agrees not to allow use by any operator not properly trained in the use of operation of the equipment or who fails to use equipment in accordance with all safety procedures. Customer agrees to comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the equipment, and that they are solely responsible to advise any person operating the equipment or near the equipment of all safety operating procedures and safety precautions.

MAINTENANCE AND EQUIPMENT CONDITION - This equipment is understood to be in good working order at the time of shipment and upon receipt. If the Customer finds it otherwise, Modern shall be notified within 24 hours after arrival and Modern has the right to put the same in good working order at its expense. MODERN MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT NOR AS TO DEFECTS IN MATERIAL WORKMANSHIP, OR CAPACITY OF THE EQUIPMENT. Customer is responsible for the cost of all maintenance of this equipment (except for scheduled services) and will pay for all wear parts and fuel used during the term of this Agreement and will MAINTAIN PROPER OIL, COOLANT, DEF AND OTHER FLUID LEVELS AT ALL TIMES. Recommended service intervals for the equipment are set forth in the operator's manual. Any damage to this equipment arising from any source whatsoever will be charged to the Customer. Any repairs which become necessary to said equipment shall be done by Modern unless permission has been given in writing to the Customer to do such repairs. The cost of repairs for normal use is to be borne by Modern. If Customer returns equipment with less than a full tank of fuel or DEF, it will be refilled and charged to Customer. Customer shall not expose the equipment to any hazardous material or waste. In the event the Equipment is exposed to any hazardous material or waste, Customer shall immediately (1) notify Modern, (2) remove the equipment from such exposure and (3) completely clean and decontaminate the equipment. If the equipment cannot be completely cleaned, decontaminated, and otherwise discharged from all adverse effects of such exposure, Customer shall pay Modern the full value of the equipment. Customer indemnifies and holds Modern harmless from all claims, actions, expenses, damages, costs and liabilities arising from any such exposure of the equipment to hazardous material or waste. This indemnification survives and continues after the term of this Agreement. The Customer agrees and guarantees to return the equipment in as good a condition as received or to pay the expense of putting it in such condition, less ordinary wear incident to normal use in the hands of a competent operator, including physical cleanliness. This guarantee is absolute and may not be excused by theft, acts of God, or for any other reason whatsoever. If at any time, Modern in its sole discretion determines its rights to the equipment are endangered or that the equipment is in any manner improperly cared for or abused or if there shall be any default be Customer in the terms and conditions of this Agreement, Modern may without notice REPOSSESS the equipment and cancel this Agreement. The equipment shall be used solely by the Customer or Customer's agents.

SALE OF RENTED EQUIPMENT - Modern reserves the right to sell the equipment to a third-party buyer at any time. Modern shall provide Customer with written notice of its intent to sell the equipment and Customer shall have a right of first refusal on such a sale. If Customer chooses not to purchase the equipment or fails to respond to any sale notice within five (5) business days, Modern shall be authorized to sell the equipment. Modern, prior to the sale of the equipment, shall provide Customer with replacement rental equipment with equivalent operational capacity. Such replacement rental equipment shall be subject to the same terms and conditions contained herein.

INSURANCE REQUIREMENTS – Customer shall provide and maintain Commercial General Liability insurance and other insurance necessary to protect Modern and its affiliates continuously during the life of this Agreement from any and all claims for bodily injury, death or property damage made or arising out of the operation, handling or transportation of the equipment rented under this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and \$2,000,000 general aggregate. Such insurance shall be endorsed, without limitation, condition, or exclusion, to include a waiver of rights of recovery against Modern Machinery Co., Inc. or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Modern Machinery Co., Inc., or its insurers. Insurance shall also include contractual liability, name Modern Machinery Co., Inc. as an Additional Insured and provide that this insurance is primary, and that any insurance purchased by Modern is non-contributory. Certificates of insurance for the coverages required above along with a copy of the additional insured endorsement, waiver of rights of recovery, waiver of subrogation and primary noncontributory language evidencing such insurance coverage shall be provided to Modern prior to Customer taking possession of the equipment. Customer will provide Modern with 30 days advance notice of cancellation or nonrenewal of all coverages required by this agreement. Customer shall provide All Risk Physical Damage insurance on all rented equipment, written to the full replacement value subject to a deductible acceptable to Modern and shall insure against but not be limited to the perils of fire, theft, vandalism, malicious mischief, overload, collapse, water damage and such other perils as may be required by Modern in its sole judgment. Modern shall be shown as loss payee. If the equipment is damaged while in the custody of the Customer, Customer is responsible for all costs of repair whether such costs are covered by insurance including lost rents while machine is under repair. Customer shall provide and maintain Workers Compensation Insurance written to comply with all state laws in which the equipment shall be used or operated by Customer.

INDEMNIFICATION – Customer agrees to indemnify and hold Modern and its affiliates harmless from all claims whatsoever relating to or arising from the transportation, use, maintenance or possession of the equipment, for injury to persons or damage to property, and from any and all expense incurred in the defense of any such claims. In no event shall Modern be held responsible for injury, delays, or damages consequential or otherwise, resulting by reason of delays on the part of Modern or railroads or trucking companies in making delivery, or loss or damage to equipment in transit or from strikes or other contingencies beyond its control or from any cause whatsoever. Risk of loss of the equipment passes from Modern to the Customer when the equipment is delivered to the delivery address on the first page of the Agreement if transportation is arranged by Modern or when tendered to the Customer's trucking representative if transportation is arranged by the Customer. Customer shall have the risk of loss until the equipment is returned to Modern's yard or other location as mutually agreed or when tendered to Modern's trucking representative if return freight is arranged by Modern.

LIMITATION OF LIABILITY - MODERN SHALL IN NO EVENT BE LIABLE by reason of the equipment rented hereunder, or by reason of any negligence or other liability in tort, for ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damages or loss of other property or personal injury, LOST PROFITS OF ANY KIND, down time of men or equipment, cost of replacement equipment, or claims of customers or other parties contracting with Customer. Modern shall in no event be liable for damages in any amount greater than the rental payments made by Customer.

NO WARRANTY - OTHER THAN THE APPLICABLE MANUFACTURER'S WARRANTY, ALL EQUIPMENT RENTED BY MODERN IS RENTED "AS IS" AND WITH ALL FAULTS, AND MODERN MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, except as to clear title of the equipment. ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. No other warranty is authorized to be made on behalf of Modern.

GOVERNING LAW - This Agreement shall be governed by the laws of the state of the Modern branch location that entered into this Agreement. Customer agrees to pay all reasonable court costs and attorney fees incurred by Modern to enforce the terms of this Agreement

DEFAULT - Default occurs when Customer fails to pay Modern, becomes insolvent, or fails to perform its obligations according to the terms of this Agreement. A waiver by Modern of any default does not constitute a waiver of any subsequent default. Upon default, the obligations secured by this Agreement shall immediately become due and payable in full without further notice or demand. In the event of default and upon the written demand of Modern, the Customer will peacefully surrender the equipment to Modern. If Customer fails to peacefully surrender the equipment, Modern shall have the right, without notice or resort to judicial proceedings, to enter upon the premises of the Customer or any agent of the Customer where the equipment may be or where Modern believes the equipment may be, and disassemble, render unusable and/or repossess all or a portion of the equipment. If Modern requests, the Customer shall fully assemble the equipment, make the equipment available at a reasonably convenient location designated by Modern, and authorize Modern to take full possession of the equipment at that location. Customer shall secure access to property owned by third parties if necessary for Modern to exercise its repossession rights.

ASSIGNMENT - If Modern assigns this Agreement, Customer will make all remaining payments on this Agreement to the assignee third party and not to Modern. The assignee third party will have all the rights of Modern, but will not be subject to any claims, set offs, or defenses asserted by Customer. Customer may not assign its rights under this Agreement without the express written approval of Modern

Customer Initials _____

01/01/2024



Rental Purchase Option Agreement

Salesman: _____

Customer: _____ Customer #: _____ Buyer's Name: _____ PO #: _____
Address: _____ City: _____ State: _____ Zip: _____ Phone #: _____
Customer Email: _____ Customer Type: _____ Project Type: _____
Delivery Address: _____ City: _____ State: _____ Zip: _____
Insurance Agent: _____ Phone #: _____ Insurance Value: _____ \$0.00

Project Information

Project Name: _____ Project Address: _____
General Contractor: _____ Contact Name: _____ Phone #: _____

RPO Price: _____ SMR: _____ Ship Date: _____ Rental Start Date: _____

This is a Rental Purchase Option Agreement ("Agreement") for a term not to exceed 12 months beginning on the rental start date. If you (the "Customer") choose to exercise the purchase option during the first three months of this Agreement, the Rental Purchase Option Price ("RPO Price") noted below shall be decreased by 100% of all rents paid and no interest will be charged. If the RPO is converted after the first three months of this Agreement, the RPO Price will be reduced by 80% of all rents paid for months 4-12 and interest at the "Prime Rate" plus three percent will be charged on the declining balance back to the rental start date. In all cases the RPO Price does not include applicable sales, use and property taxes or other assessments, license fees and any outstanding invoices for non-warranty repairs that were made by Modern Machinery to the equipment, all of which remain your responsibility.

Equip. #	Make	Model	Description	Serial #	Rental Amount
4 Week Rental (160 hours)					0.00

Additional Charges:

Freight Out		
Freight In		
Fuel	per gallon	\$8.00
DEF	per	\$30.00
Other		

Daily Rate	\$0.00
Weekly Rate	\$0.00
Overtime Rate	\$0.00

In addition to the rental charge, an hourly wear charge will be charged on all crushers. Wear charges at 80 hrs (50%) usage will be invoiced monthly. At the conclusion of the rental, total wear charges will be adjusted based on the actual hour meter reading. Hourly wear charges include parts & labor costs (when completed in a Modern Machinery shop) for cone liners, cone backing, jaw dies, check plates, mantle nut & torch ring.

Hourly Wear Rates:
Jaw - \$30/hr Cone - \$35/hr Impactor - \$40/hr

NOTE: Blow bars (50% of new cost if not flipped), rotor wear parts, screen media, & their installation are excluded from wear charges and are 100% customer responsibility.

Sales Tax

Taxable	
State	
County	
City - Tax Code	
Rate	0.00%
Tax Amount	0.00
Amount Due	\$0.00

Comments:

- ❖ PAYMENT: Rentals are billed in arrears, terms are net 15. For billing purposes, Weekly Rate = 4 Weeks divided by 3, and Daily Rate = Weekly Rate divided by 2.
- ❖ RETURN OF EQUIPMENT: Customer is responsible to return the equipment clean and with fuel and DEF tanks full. Customer will be charged for fuel, DEF and cleaning if necessary.
- ❖ FREIGHT: All equipment is FOB Modern Machinery's yard. All setup, assembly, & disassembly are customer responsibility.
- ❖ MAINTENANCE OF EQUIPMENT: Rental rates include all scheduled services. Customer is responsible for all other maintenance (included ground engaging tools) while in their possession. Customer must check machine fluid levels daily and follow all recommendations set forth in the operators manual. All damage arising from any cause whatsoever is the responsibility of the customer.
- ❖ INSURANCE: Physical damage coverage is NOT provided by Modern Machinery. A certificate of insurance, for coverages as detailed on page 2 of this agreement, must be provided to Modern Machinery within 10 days of this agreement.
- ❖ ENTIRE AGREEMENT: This is the entire agreement. No other terms other than those documented herein are binding on either party. This agreement is subject to the terms and conditions set forth on pages 1 and 2 of this document, including the applicable manufacturer's warranty.
- ❖ CUSTOMER ACKNOWLEDGES HE/SHE HAS READ BOTH PAGES AND RECEIVED A COPY OF THIS ENTIRE ORDER.

By: _____ Date: _____
Signed: _____

Modern Machinery Co., Inc.

By: _____ Date: _____
Signed: _____
Title: _____

Customer

01/01/2024

RENTAL AGREEMENT ("AGREEMENT") – TERMS AND CONDITIONS

USAGE – Customer agrees to pay the rental price listed on the front page of the Agreement. Rental amounts do not include applicable taxes, included but not limited to sales, income, property, and use taxes, payment of which is the Customer's responsibility. The Agreement shall extend beyond the term at the same rental rate if the Customer holds the equipment over the specified term of this Agreement. For rentals longer than 28 days, and not returned on an even billing cycle, rent will be prorated as 4 week rate/20 days (Daily Rate) Double shift rate (320 hrs allowed in 4 weeks) will be invoiced at 1.7 times the 4 week rate. Double Shift OT hrs calculated at 4 week rate/320.

RENTAL PURCHASE OPTION – Rental equipment does not carry the option to purchase unless Modern Machinery and Customer agree in writing upon the same prior to the start of the rental.

SAFETY – Customer acknowledges that it and its operators are familiar with the operation of the rented equipment and that all necessary and proper safety equipment is in place and they agree not to permit any such safety equipment to be removed or tampered with, that they are aware of the limitations of the equipment and agree not to exceed such limitations. Customer agrees that they are responsible for ensuring that all operators read all warnings and operating instructions; Customer agrees not to allow use by any operator not properly trained in the use of operation of the equipment or who fails to use equipment in accordance with all safety procedures. Customer agrees to comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the equipment, and that they are solely responsible to advise any person operating the equipment or near the equipment of all safety operating procedures and safety precautions.

MAINTENANCE AND EQUIPMENT CONDITION - This equipment is understood to be in good working order at the time of shipment and upon receipt. If the Customer finds it otherwise, Modern shall be notified within 24 hours after arrival and Modern has the right to put the same in good working order at its expense. MODERN MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT NOR AS TO DEFECTS IN MATERIAL WORKMANSHIP, OR CAPACITY OF THE EQUIPMENT. Customer is responsible for the cost of all maintenance of this equipment (except for scheduled services) and will pay for all wear parts and fuel used during the term of this Agreement and will MAINTAIN PROPER OIL, COOLANT, DEF AND OTHER FLUID LEVELS AT ALL TIMES. Recommended service intervals for the equipment are set forth in the operator's manual. Any damage to this equipment arising from any source whatsoever will be charged to the Customer. Any repairs which become necessary to said equipment shall be done by Modern unless permission has been given in writing to the Customer to do such repairs. The cost of repairs for normal use is to be borne by Modern. If Customer returns equipment with less than a full tank of fuel or DEF, it will be refilled and charged to Customer. Customer shall not expose the equipment to any hazardous material or waste. In the event the Equipment is exposed to any hazardous material or waste, Customer shall immediately (1) notify Modern, (2) remove the equipment from such exposure and (3) completely clean and decontaminate the equipment. If the equipment cannot be completely cleaned, decontaminated, and otherwise discharged from all adverse effects of such exposure, Customer shall pay Modern the full value of the equipment. Customer indemnifies and holds Modern harmless from all claims, actions, expenses, damages, costs and liabilities arising from any such exposure of the equipment to hazardous material or waste. This indemnification survives and continues after the term of this Agreement. The Customer agrees and guarantees to return the equipment in as good a condition as received or to pay the expense of putting it in such condition, less ordinary wear incident to normal use in the hands of a competent operator, including physical cleanliness. This guarantee is absolute and may not be excused by theft, acts of God, or for any other reason whatsoever. If at any time, Modern in its sole discretion determines its rights to the equipment are endangered or that the equipment is in any manner improperly cared for or abused or if there shall be any default by Customer in the terms and conditions of this Agreement, Modern may without notice REPOSSESS the equipment and cancel this Agreement. The equipment shall be used solely by the Customer or Customer's agents.

SALE OF RENTED EQUIPMENT - Modern reserves the right to sell the equipment to a third-party buyer at any time. Modern shall provide Customer with written notice of its intent to sell the equipment and Customer shall have a right of first refusal on such a sale. If Customer chooses not to purchase the equipment or fails to respond to any sale notice within five (5) business days, Modern shall be authorized to sell the equipment. Modern, prior to the sale of the equipment, shall provide Customer with replacement rental equipment with equivalent operational capacity. Such replacement rental equipment shall be subject to the same terms and conditions contained herein.

INSURANCE REQUIREMENTS – Customer shall provide and maintain Commercial General Liability insurance and other insurance necessary to protect Modern and its affiliates continuously during the life of this Agreement from any and all claims for bodily injury, death or property damage made or arising out of the operation, handling or transportation of the equipment rented under this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and \$2,000,000 general aggregate. Such insurance shall be endorsed, without limitation, condition, or exclusion, to include a waiver of rights of recovery against Modern Machinery Co., Inc. or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Modern Machinery Co., Inc., or its insurers. Insurance shall also include contractual liability, name Modern Machinery Co., Inc. as an Additional Insured and provide that this insurance is primary, and that any insurance purchased by Modern is non-contributory. Certificates of insurance for the coverages required above along with a copy of the additional insured endorsement, waiver of rights of recovery, waiver of subrogation and primary noncontributory language evidencing such insurance coverage shall be provided to Modern prior to Customer taking possession of the equipment. Customer will provide Modern with 30 days advance notice of cancellation or nonrenewal of all coverages required by this agreement. Customer shall provide All Risk Physical Damage insurance on all rented equipment, written to the full replacement value subject to a deductible acceptable to Modern and shall insure against but not be limited to the perils of fire, theft, vandalism, malicious mischief, overload, collapse, water damage and such other perils as may be required by Modern in its sole judgment. Modern shall be shown as loss payee. If the equipment is damaged while in the custody of the Customer, Customer is responsible for all costs of repair whether such costs are covered by insurance including lost rents while machine is under repair. Customer shall provide and maintain Workers Compensation Insurance written to comply with all state laws in which the equipment shall be used or operated by Customer.

INDEMNIFICATION – Customer agrees to indemnify and hold Modern and its affiliates harmless from all claims whatsoever relating to or arising from the transportation, use, maintenance or possession of the equipment, for injury to persons or damage to property, and from any and all expense incurred in the defense of any such claims. In no event shall Modern be held responsible for injury, delays, or damages consequential or otherwise, resulting by reason of delays on the part of Modern or railroads or trucking companies in making delivery, or loss or damage to equipment in transit or from strikes or other contingencies beyond its control or from any cause whatsoever. Risk of loss of the equipment passes from Modern to the Customer when the equipment is delivered to the delivery address on the first page of the Agreement if transportation is arranged by Modern or when tendered to the Customer's trucking representative if transportation is arranged by the Customer. Customer shall have the risk of loss until the equipment is returned to Modern's yard or other location as mutually agreed or when tendered to Modern's trucking representative if return freight is arranged by Modern.

LIMITATION OF LIABILITY - MODERN SHALL IN NO EVENT BE LIABLE by reason of the equipment rented hereunder, or by reason of any negligence or other liability in tort, for ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damages or loss of other property or personal injury, LOST PROFITS OF ANY KIND, down time of men or equipment, cost of replacement equipment, or claims of customers or other parties contracting with Customer. Modern shall in no event be liable for damages in any amount greater than the rental payments made by Customer.

NO WARRANTY - OTHER THAN THE APPLICABLE MANUFACTURER'S WARRANTY, ALL EQUIPMENT RENTED BY MODERN IS RENTED "AS IS" AND WITH ALL FAULTS, AND MODERN MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, except as to clear title of the equipment. ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. No other warranty is authorized to be made on behalf of Modern.

GOVERNING LAW - This Agreement shall be governed by the laws of the state of the Modern branch location that entered into this Agreement. Customer agrees to pay all reasonable court costs and attorney fees incurred by Modern to enforce the terms of this Agreement

DEFAULT - Default occurs when Customer fails to pay Modern, becomes insolvent, or fails to perform its obligations according to the terms of this Agreement. A waiver by Modern of any default does not constitute a waiver of any subsequent default. Upon default, the obligations secured by this Agreement shall immediately become due and payable in full without further notice or demand. In the event of default and upon the written demand of Modern, the Customer will peacefully surrender the equipment to Modern. If Customer fails to peacefully surrender the equipment, Modern shall have the right, without notice or resort to judicial proceedings, to enter upon the premises of the Customer or any agent of the Customer where the equipment may be or where Modern believes the equipment may be, and disassemble, render unusable and/or repossess all or a portion of the equipment. If Modern requests, the Customer shall fully assemble the equipment, make the equipment available at a reasonably convenient location designated by Modern, and authorize Modern to take full possession of the equipment at that location. Customer shall secure access to property owned by third parties if necessary for Modern to exercise its repossession rights.

ASSIGNMENT - If Modern assigns this Agreement, Customer will make all remaining payments on this Agreement to the assignee third party and not to Modern. The assignee third party will have all the rights of Modern, but will not be subject to any claims, set offs, or defenses asserted by Customer. Customer may not assign its rights under this Agreement without the express written approval of Modern

Customer Initials _____

01/01/2024



Rental Purchase Option Agreement

Salesman: _____

Customer: _____ Customer #: _____ Buyer's Name: _____ PO #: _____
Address: _____ City: _____ State: **Hawaii** ☐ Zip: _____ Phone #: _____
Customer Email: _____ Customer Type: _____ ☐ Project Type: _____ ☐
Delivery Address: _____ City: _____ State: _____ ☐ Zip: _____
Insurance Agent: _____ Phone #: _____ Insurance Value: _____ 0

Project Information

Project Name: _____ Project Address: _____
General Contractor: _____ Contact Name: _____ Phone #: _____

RPO Price: _____ SMR: _____ Ship Date: _____ Rental Start Date: _____

This is a Rental Purchase Option Agreement ("Agreement") for a term not to exceed 12 months beginning on the rental start date. If you (the "Customer") choose to exercise the purchase option during the first three months of this Agreement, the Rental Purchase Option Price ("RPO Price") noted below shall be decreased by 100% of all rents paid and no interest will be charged. If the RPO is converted after the first three months of this Agreement, the RPO Price will be reduced by 80% of all rents paid for months 4-12 and interest at the "Prime Rate" plus three percent will be charged on the declining balance back to the rental start date. In all cases the RPO Price does not include applicable sales, use and property taxes or other assessments, license fees and any outstanding invoices for non-warranty repairs that were made by Modern Machinery to the equipment, all of which remain your responsibility.

Equip. #	Make	Model	Description	Serial #	Rental Amount
4 Week Rental (160 hours)					0

Additional Charges:

Freight Out		
Freight In		
Fuel	per gallon	8.00
DEF	per	30.00
Other		

Daily Rate	0
Weekly Rate	0
Overtime Rate	0

Sales Tax

Taxable	
State	
County	
City - Tax Code	
Rate	
Tax Amount	0
Amount Due	0

Comments:

- ❖ PAYMENT: Rentals are billed in arrears, terms are net 15. For billing purposes, Weekly Rate = 4 Weeks divided by 3, Daily Rate = Weekly Rate divided by 2.
- ❖ RETURN OF EQUIPMENT: Customer is responsible to return the equipment clean and with fuel and DEF tanks full. Customer will be charged for fuel, DEF and cleaning if necessary.
- ❖ FREIGHT: All equipment is FOB Modern Machinery's yard. All setup, assembly, & disassembly are customer responsibility.
- ❖ MAINTENANCE OF EQUIPMENT: Rental Rates include all scheduled services. Customer is responsible for all maintenance of this equipment while in their possession. Customer must check machine fluid levels daily and follow recommended service intervals set forth in the operators manual. All damage arising from any cause whatsoever is the responsibility of the customer. TIRES: Loader and Articulated Truck Tires must meet certain specifications. Customers may not replace tires without specific approval from Modern Machinery.
- ❖ INSURANCE: Physical damage coverage is NOT provided by Modern Machinery. A certificate of insurance, for coverages as detailed on page 2 of this agreement, must be provided to Modern Machinery within 10 days of this agreement.
- ❖ ENTIRE AGREEMENT: This is the entire agreement. No other terms other than those documented herein are binding on either party. This agreement is subject to the terms and conditions set forth on pages 1 and 2 of this document, including the applicable manufacturer's warranty.
- ❖ CUSTOMER ACKNOWLEDGES HE/SHE HAS READ BOTH PAGES AND RECEIVED A COPY OF THIS ENTIRE ORDER.

By: _____ Date: _____ By: _____ Date: _____
Signed: _____ Signed: _____
Title: _____

Modern Machinery Co., Inc.

Customer

01/01/2024

RENTAL AGREEMENT ("AGREEMENT") – TERMS AND CONDITIONS

USAGE – Customer agrees to pay the rental price listed on the front page of the Agreement. Rental amounts do not include applicable taxes, included but not limited to sales, income, property, and use taxes, payment of which is the Customer's responsibility. The Agreement shall extend beyond the term at the same rental rate if the Customer holds the equipment over the specified term of this Agreement. For rentals longer than 28 days, and not returned on an even billing cycle, rent will be prorated as 4 week rate/20 days (Daily Rate) Double shift rate (320 hrs allowed in 4 weeks) will be invoiced at 1.7 times the 4 week rate. Double Shift OT hrs calculated at 4 week rate/320.

RENTAL PURCHASE OPTION – Rental equipment does not carry the option to purchase unless Modern Machinery and Customer agree in writing upon the same prior to the start of the rental.

SAFETY – Customer acknowledges that it and its operators are familiar with the operation of the rented equipment and that all necessary and proper safety equipment is in place and they agree not to permit any such safety equipment to be removed or tampered with, that they are aware of the limitations of the equipment and agree not to exceed such limitations. Customer agrees that they are responsible for ensuring that all operators read all warnings and operating instructions; Customer agrees not to allow use by any operator not properly trained in the use of operation of the equipment or who fails to use equipment in accordance with all safety procedures. Customer agrees to comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the equipment, and that they are solely responsible to advise any person operating the equipment or near the equipment of all safety operating procedures and safety precautions.

MAINTENANCE AND EQUIPMENT CONDITION - This equipment is understood to be in good working order at the time of shipment and upon receipt. If the Customer finds it otherwise, Modern shall be notified within 24 hours after arrival and Modern has the right to put the same in good working order at its expense. MODERN MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT NOR AS TO DEFECTS IN MATERIAL WORKMANSHIP, OR CAPACITY OF THE EQUIPMENT. Customer is responsible for the cost of all maintenance of this equipment (except for scheduled services) and will pay for all wear parts and fuel used during the term of this Agreement and will MAINTAIN PROPER OIL, COOLANT, DEF AND OTHER FLUID LEVELS AT ALL TIMES. Recommended service intervals for the equipment are set forth in the operator's manual. Any damage to this equipment arising from any source whatsoever will be charged to the Customer. Any repairs which become necessary to said equipment shall be done by Modern unless permission has been given in writing to the Customer to do such repairs. The cost of repairs for normal use is to be borne by Modern. If Customer returns equipment with less than a full tank of fuel or DEF, it will be refilled and charged to Customer. Customer shall not expose the equipment to any hazardous material or waste. In the event the Equipment is exposed to any hazardous material or waste, Customer shall immediately (1) notify Modern, (2) remove the equipment from such exposure and (3) completely clean and decontaminate the equipment. If the equipment cannot be completely cleaned, decontaminated, and otherwise discharged from all adverse effects of such exposure, Customer shall pay Modern the full value of the equipment. Customer indemnifies and holds Modern harmless from all claims, actions, expenses, damages, costs and liabilities arising from any such exposure of the equipment to hazardous material or waste. This indemnification survives and continues after the term of this Agreement. The Customer agrees and guarantees to return the equipment in as good a condition as received or to pay the expense of putting it in such condition, less ordinary wear incident to normal use in the hands of a competent operator, including physical cleanliness. This guarantee is absolute and may not be excused by theft, acts of God, or for any other reason whatsoever. If at any time, Modern in its sole discretion determines its rights to the equipment are endangered or that the equipment is in any manner improperly cared for or abused or if there shall be any default be Customer in the terms and conditions of this Agreement, Modern may without notice REPOSSESS the equipment and cancel this Agreement. The equipment shall be used solely by the Customer or Customer's agents.

SALE OF RENTED EQUIPMENT - Modern reserves the right to sell the equipment to a third-party buyer at any time. Modern shall provide Customer with written notice of its intent to sell the equipment and Customer shall have a right of first refusal on such a sale. If Customer chooses not to purchase the equipment or fails to respond to any sale notice within five (5) business days, Modern shall be authorized to sell the equipment. Modern, prior to the sale of the equipment, shall provide Customer with replacement rental equipment with equivalent operational capacity. Such replacement rental equipment shall be subject to the same terms and conditions contained herein.

INSURANCE REQUIREMENTS – Customer shall provide and maintain Commercial General Liability insurance and other insurance necessary to protect Modern and its affiliates continuously during the life of this Agreement from any and all claims for bodily injury, death or property damage made or arising out of the operation, handling or transportation of the equipment rented under this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and \$2,000,000 general aggregate. Such insurance shall be endorsed, without limitation, condition, or exclusion, to include a waiver of rights of recovery against Modern Machinery Co., Inc. or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Modern Machinery Co., Inc., or its insurers. Insurance shall also include contractual liability, name Modern Machinery Co., Inc. as an Additional Insured and provide that this insurance is primary, and that any insurance purchased by Modern is non-contributory. Certificates of insurance for the coverages required above along with a copy of the additional insured endorsement, waiver of rights of recovery, waiver of subrogation and primary noncontributory language evidencing such insurance coverage shall be provided to Modern prior to Customer taking possession of the equipment. Customer will provide Modern with 30 days advance notice of cancellation or nonrenewal of all coverages required by this agreement. Customer shall provide All Risk Physical Damage insurance on all rented equipment, written to the full replacement value subject to a deductible acceptable to Modern and shall insure against but not be limited to the perils of fire, theft, vandalism, malicious mischief, overload, collapse, water damage and such other perils as may be required by Modern in its sole judgment. Modern shall be shown as loss payee. If the equipment is damaged while in the custody of the Customer, Customer is responsible for all costs of repair whether such costs are covered by insurance including lost rents while machine is under repair. Customer shall provide and maintain Workers Compensation Insurance written to comply with all state laws in which the equipment shall be used or operated by Customer.

INDEMNIFICATION – Customer agrees to indemnify and hold Modern and its affiliates harmless from all claims whatsoever relating to or arising from the transportation, use, maintenance or possession of the equipment, for injury to persons or damage to property, and from any and all expense incurred in the defense of any such claims. In no event shall Modern be held responsible for injury, delays, or damages consequential or otherwise, resulting by reason of delays on the part of Modern or railroads or trucking companies in making delivery, or loss or damage to equipment in transit or from strikes or other contingencies beyond its control or from any cause whatsoever. Risk of loss of the equipment passes from Modern to the Customer when the equipment is delivered to the delivery address on the first page of the Agreement if transportation is arranged by Modern or when tendered to the Customer's trucking representative if transportation is arranged by the Customer. Customer shall have the risk of loss until the equipment is returned to Modern's yard or other location as mutually agreed or when tendered to Modern's trucking representative if return freight is arranged by Modern.

LIMITATION OF LIABILITY - MODERN SHALL IN NO EVENT BE LIABLE by reason of the equipment rented hereunder, or by reason of any negligence or other liability in tort, for ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damages or loss of other property or personal injury, LOST PROFITS OF ANY KIND, down time of men or equipment, cost of replacement equipment, or claims of customers or other parties contracting with Customer. Modern shall in no event be liable for damages in any amount greater than the rental payments made by Customer.

NO WARRANTY - OTHER THAN THE APPLICABLE MANUFACTURER'S WARRANTY, ALL EQUIPMENT RENTED BY MODERN IS RENTED "AS IS" AND WITH ALL FAULTS, AND MODERN MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, except as to clear title of the equipment. ANY OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. No other warranty is authorized to be made on behalf of Modern.

GOVERNING LAW - This Agreement shall be governed by the laws of the state of the Modern branch location that entered into this Agreement. Customer agrees to pay all reasonable court costs and attorney fees incurred by Modern to enforce the terms of this Agreement

DEFAULT - Default occurs when Customer fails to pay Modern, becomes insolvent, or fails to perform its obligations according to the terms of this Agreement. A waiver by Modern of any default does not constitute a waiver of any subsequent default. Upon default, the obligations secured by this Agreement shall immediately become due and payable in full without further notice or demand. In the event of default and upon the written demand of Modern, the Customer will peacefully surrender the equipment to Modern. If Customer fails to peacefully surrender the equipment, Modern shall have the right, without notice or resort to judicial proceedings, to enter upon the premises of the Customer or any agent of the Customer where the equipment may be or where Modern believes the equipment may be, and disassemble, render unusable and/or repossess all or a portion of the equipment. If Modern requests, the Customer shall fully assemble the equipment, make the equipment available at a reasonably convenient location designated by Modern, and authorize Modern to take full possession of the equipment at that location. Customer shall secure access to property owned by third parties if necessary for Modern to exercise its repossession rights.

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