

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**10/2/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Authorization for the Purchase of a Wachs ERV-750 Valve Exerciser	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to authorize the purchase of a Wachs ERV-750 Automated Valve Exerciser at a cost not to exceed \$27,000.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY18 budget includes \$27,200 in the Water Fund (Page 4-35, Line 21) for this purchase.

**RECOMMENDATION**

Approval on the October 2, 2018 consent agenda.

**BACKGROUND**

Staff is recommending the purchase of a Wachs ERV-750 water system valve exerciser. This device will provide a safer and more efficient method to exercise and operate water system valves. Currently, valves are manually operated, and this sometimes requires two people. With this device staff will be able to more quickly respond to emergency water incidents and assist with routine maintenance on the water system. This device also tracks the torque used while exercising a valve and can be linked to sync with the Village GIS system. This is safer for the infrastructure and for the staff operating the infrastructure.

Pricing for this unit is provided through the BuyBoard Cooperative Purchasing Program for governmental entities.

**ATTACHMENTS**

Joint Purchase Contract Documents  
Product Information



P.O. Box 400  
 Austin, TX 78767-0400  
 800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
 buyboard.com

October 19, 2016

**Sent Via E-mail: jbertrand@ehwachs.com**

Jason Bertrand  
 E. H. Wachs  
 455 Comanche Circle  
 Harvard, IL 60033

**Re: Notice of The Local Government Purchasing Cooperative Award**

**Proposal Name and Number:** Construction Equipment, Road and Bridge Equipment, Ditching, Trenching, Utility and Other Equipment No. 515-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 515-16 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
 BuyBoard Procurement Director  
 v.12.15



October 19, 2016

**Sent Via E-mail: jbertrand@ehwachs.com**

Jason Bertrand  
E. H. Wachs  
455 Comanche Circle  
Harvard, IL 60033

**Re:** *Notice of National Purchasing Cooperative Piggy-Back Award*

**Proposal Name and Number:** Construction Equipment, Road and Bridge Equipment, Ditching, Trenching, Utility and Other Equipment, Proposal No. 515-16

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2016 through 11/30/2017, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.


**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,

BuyBoard Procurement Director  
v.12.15



P.O. Box 400, Austin, Texas 78767-0400  
800.695.2919 • [buyboard.com](http://buyboard.com)



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**PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Construction Equipment, Road and Bridge Equipment, Ditching, Trenching, Utility and Other Equipment

**Proposal Opening Date and Time:**  
April 19, 2016 at 2:00 PM

**Proposal Number:** 515-16

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** November 1, 2016 through October 31, 2017 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
September 2016

E.H. Wachs

Name of Proposing Company

04/18/2016

Date

455 Comance Circle

Street Address



Signature of Authorized Company Official

Harvard, IL. 60033

City, State, Zip

Mark Wozniak

Printed Name of Authorized Company Official

815-943-4785

Telephone Number of Authorized Company Official

Engineering Manager

Position or Title of Authorized Company Official

815-943-5098

Fax Number of Authorized Company Official

36-1258310

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

H-N  
N-Y

Price list



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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## **VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: E.H. Wachs General Contact Name: Jason Bertrand

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

**Option 1: Internet.** Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

**Option 2: Fax.** Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

- I will use the **INTERNET** to receive purchase orders.  
 E-mail Address: jbertrand@ehwachs.com  
 Internet Contact: Jason Bertrand Phone: 847-840-1630  
 Alternate E-mail Address: kredding@ehwachs.com  
 Alternate Internet Contact: Ken Redding Phone: 815-943-4785 x2773
- I will receive purchase orders via **FAX**.  
 Fax Number: \_\_\_\_\_  
 Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: jbertrand@ehwachs.com  
 Alternate E-mail Address: kredding@ehwachs.com

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 455 Comanche Circle Department: Sales  
 City: Harvard State: IL Zip Code: 60033  
 Contact Name: Ken Redding Phone: 815-943-4785 x2773  
 Fax: 815-943-5098 E-mail Address: kredding@ehwachs.com  
 Alternative E-mail Address: jbertrand @ehwachs.com



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**FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

**FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

**E.H. Wachs**

  
 Signature of Authorized Company Official

Company Name

**Mark Wozniak**

Printed Name

**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**E.H. Wachs**

  
 Signature of Authorized Company Official

Company Name

**Mark Wozniak**

Printed Name



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**RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

E.H. Wachs	455 Comanche Circle	
Company Name	Address	
Harvard	IL	60033
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
 Yes  No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_%

**VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

- Yes  No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

E.H. Wachs _____ Company Name	Mark Wozniak _____ Printed Name
 _____ Signature of Authorized Company Official	





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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- I certify that my company has been certified as a HUB in the following categories:
- Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

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**Name of Certifying Agency:**

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- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

**E.H. Wachs**

Company Name

**Mark Wozniak**

Signature of Authorized Company Official

Printed Name



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## **AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

E.H. Wachs

Company Name

  
 Signature of Authorized Company Official

Mark Wozniak

Printed Name

04/18/2016

Date



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## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or “interlocal contract” satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard’s Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard’s proposal invitation (or specifications), the vendor’s proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor’s proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract’s general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.<sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

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- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)

*Issued March 31, 2014*



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## DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

**No**; Deviations

**Yes**; Deviations

List and fully explain any deviations you are submitting:

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### PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via:  Common Carrier  Company Truck  Prepaid and Add to Invoice  Other:

---

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

---

3. Number of Days for Delivery: 60-90 ARO

4. Vendor Reference/Quote Number: \_\_\_\_\_

5. State your return policy:

**Returns are subject to a 15% restocking fee**

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6. Are electronic payments acceptable?  Yes  No

7. Are credit card payments acceptable?  Yes  No

**E.H. Wachs**

Company Name

Signature of Authorized Company Official

**FORM G**

**Mark Wozniak**

Printed Name

COMM.V.11.18.15



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

---

Company Name

---

Address

---

City

---

State

---

Zip

---

Phone Number

---

Fax Number

---

Contact Person

---

Company Name

---

Address

---

City

---

State

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Zip

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Phone Number

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Fax Number

---

Contact Person



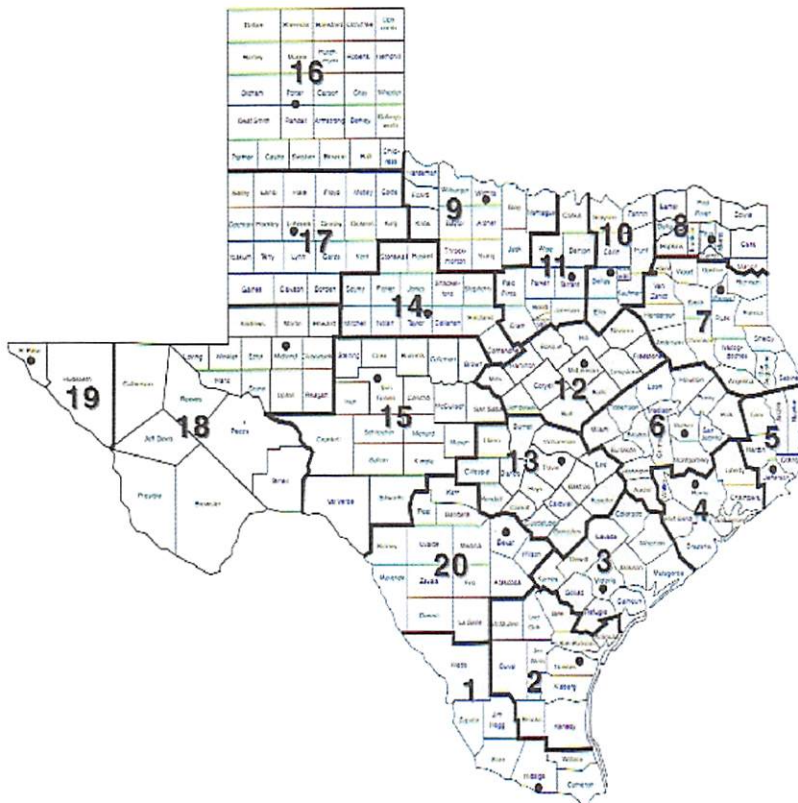
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### TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

#### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

E.H. Wachs

Company Name

*Mark Wozniak*  
Signature of Authorized Company Official

Mark Wozniak

Printed Name

- I will not service members of the Texas Cooperative.





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### STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

E.H. Wachs

Company Name

  
 Signature of Authorized Company Official

Mark Wozniak

Printed Name



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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

**By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

**E.H. Wachs**

\_\_\_\_\_  
 Name of Vendor

  
 \_\_\_\_\_  
 Signature of Authorized Company Official

**04/18/2016**

\_\_\_\_\_  
 Date

**515-16**

\_\_\_\_\_  
 Proposal Invitation Number

**Mark Wozniak**

\_\_\_\_\_  
 Printed Name of Authorized Company Official



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**FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 120,000 .00 (The period of the 12 month period is 01-01-2015 / 12-31-2015). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES  NO

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.	1.5	1	Destination
2. T-PASS	1.5	1	Destination
3. U.S. Communities Purchasing Alliance	1.5	1	Destination
4. The Cooperative Purchasing Network	1.5	1	Destination
5. Houston-Galveston Area Council	1.5	1	Destination
6. Other	1.5	1	Destination

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

**CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%)**: 1.5      **Proposed Discount (%)**: 1.5

**Explanation**: \_\_\_\_\_

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

E.H. Wachs

\_\_\_\_\_  
Company Name

Mark Wozniak

\_\_\_\_\_  
Printed Name

Signature of Authorized Company Official

FORM L

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**GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Discount</u>	<u>Quantity/ Volume</u>	<u>FOB Term</u>
1. Dallas Ft. Worth Airport;	Keith White	972-574-1109;	zero discount;	qty. 1;	FOB Destination
2. American Water;	A.J. Olson;	254-213-0382;	zero discount;	qty. 1;	FOB Destination
3. City of Arlington;	Angelo Dupont;	817-459-5913;	3% discount;	qty. 1;	FOB Destination
4. Associated Technical Services;	Paul Gross;	708-828-6706;	zero discount;	qty. 1	FOB Destination
5. Consolidated Utility Dist. of Rutherford;	Bill Dunnill;	615-533-8697;	zero discount;	qty. 1	FOB Destination

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES**  **NO**  If YES, please explain:

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By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

**E.H. Wachs**  
 \_\_\_\_\_  
 Company Name

  
 \_\_\_\_\_  
 Signature of Authorized Company Official

**Mark Wozniak**  
 \_\_\_\_\_  
 Printed Name



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**MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

E.H. Wachs valve maintenance equipment is the industry standard for a completely upgradable,  
versatile platform designed to transport all the valve maintenance and vacuum  
tools needed in the field. Built to withstand the rigors of years of service, it's perfect  
solution for municipalities or contractors looking for rugged, long lasting valve maintenance, pipe  
cutting and vacuum excavation equipment.

**E.H. Wachs**

Company Name

  
Signature of Authorized Company Official

**Mark Wozniak**

Printed Name



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**CONFIDENTIAL/PROPRIETARY INFORMATION FORM**

**A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*



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### **B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

### **C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**E.H. Wachs**

Company Name

*Mark Wozniak*

Signature of Authorized Company Official

**Mark Wozniak**

Printed Name

**04/18/2016**

Date





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**VENDOR BUSINESS NAME FORM**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** Illinois Tool Works  
*(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

**Type of Business:**

- Individual/Sole Proprietor \_\_\_\_\_
- Corporation  \_\_\_\_\_
- Limited Liability Company \_\_\_\_\_
- Partnership \_\_\_\_\_
- Other \_\_\_\_\_ If other, identify \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**State of Incorporation** (if applicable): Delaware

**Federal Employer Identification Number:** 36-1258310  
*(Vendor must include a completed IRS W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

E.H. Wachs  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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## **EDGAR VENDOR CERTIFICATION FORM** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

***For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.***

---

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

#### **Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)**

- YES, I agree to the above.** (Initial: mw)
- NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)



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## 2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

### Vendor Certification, Item 2 (Termination for Cause or Convenience):

- YES, I agree to the above.** (Initial:     *MW*    )
- NO, I do NOT agree to the above.** (Initial:     )

## 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

### Vendor Certification, Item 3 (Equal Employment Opportunity):

- YES, I agree to the above.** (Initial:     *MW*    )
- NO, I do NOT agree to the above.** (Initial:     )



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#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### Vendor Certification, Item 4 (Davis-Bacon Act):

- YES, I agree to the above.** (Initial: mm)
- NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- YES, I agree to the above.** (Initial: mm)
- NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)



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#### 6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

#### Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

- YES, I agree to the above.** (Initial:     *mm*    )  
 **NO, I do NOT agree to the above.** (Initial:     )
- 

#### 7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

#### Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

- YES, I agree to the above.** (Initial:     *mm*    )  
 **NO, I do NOT agree to the above.** (Initial:     )
- 

#### 8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Vendor Certification, Item 8 (Debarment and Suspension):**

- YES, I agree / certify to the above.** (Initial: mw)  
 **NO, I do NOT agree / certify to the above.** (Initial: \_\_\_\_\_)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):**

- YES, I agree to the above.** (Initial: mw)  
 **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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**Vendor Certification, Item 10 (Procurement of Recovered Materials):**

- YES, I agree to the above.** (Initial: mw)  
 **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

**Vendor Certification, Item 11 (Profit as Separate Element of Price):**

- YES, I agree to the above.** (Initial: mw)  
 **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

**12. General Compliance and Cooperation with Cooperative Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

**Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):**

- YES, I agree to the above.** (Initial: mw)  
 **NO, I do NOT agree to the above.** (Initial: \_\_\_\_\_)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

E.H. Wachs

\_\_\_\_\_  
 Company Name

Mark Wozniak

\_\_\_\_\_  
 Signature of Authorized Company Official

Mac Wozniak  
 Printed Name



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## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature** (Form A)
- Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- Completed: **Resident/Nonresident Certification** (Form D)
- Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- Completed: **Deviation/Compliance Signature Form** (Form G)
- Completed: **Dealership Listings** (Form H)
- Completed: **Texas Regional Service Designation** (Form I)
- Completed: **State Service Designation** (Form J)
- Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- Completed: **Governmental References and Price/Discount Information** (Form M)
- Completed: **Marketing Strategy** (Form N)
- Completed: **Confidential/Proprietary Information Form** (Form O)
- Completed: **Vendor Business Name Form with IRS Form W-9** (Form P)
- Completed: **EDGAR Vendor Certification Form** (Form Q)
- Completed: **Forms Checklist** (Form R)
- Completed: **Proposal Specification Form with Catalogs/Pricelists and Manufacturer Letters** (Form S)

*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*





**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
<p><b>NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) must submit the information as follows or proposal may not be considered:</b></p> <ul style="list-style-type: none"> <li>Manufacturers shall be listed in alphabetical order</li> <li>Vendor's must list one specific percentage discount for each Manufacturer listed.</li> </ul> <p>If a vendor's response to Proposal Specification Form (Form S) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the Proposal Specification Form (Form S) or Vendor's proposal may not be considered.</p> <p>An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.</p>					
<b>Section I: New Construction, Street, Road, Bridge and Repair Equipment - PURCHASE ONLY</b>					
1	Discount (%) Off Catalog/Pricelist for Air Compressors	Discount (%) Off Catalog/Pricelist for all <b>Air Compressors (Truck or Trailer Mounted), Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will <b>not be considered.</b>	_____ %		
2	Discount (%) Off Catalog/Pricelist for Articulated Trucks	Discount (%) Off Catalog/Pricelist for all <b>Articulated Trucks Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will <b>not be considered.</b>	_____ %		
3	Discount (%) Off Catalog/Pricelist for Asphalt Compactors	Discount (%) Off Catalog/Pricelist for all <b>Asphalt Compactors Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will <b>not be considered.</b>	_____ %		
4	Discount (%) Off Catalog/Pricelist for Asphalt Cutters	Discount (%) Off Catalog/Pricelist for all <b>Asphalt Cutters Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will <b>not be considered.</b>	_____ %		
5	Discount (%) Off Catalog/Pricelist for Asphalt Distributors	Discount (%) Off Catalog/Pricelist for all <b>Asphalt Distributors Accessories and Attachments .</b> Catalog/Pricelist <b>MUST</b> be included or proposal will <b>not be considered.</b>	_____ %		
6	Discount (%) Off Catalog/Pricelist for Asphalt Emulsion Tanks	Discount (%) Off Catalog/Pricelist for all <b>Asphalt Emulsion Tanks Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will <b>not be considered.</b>	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
7	Discount (%) Off Catalog/Pricelist for Asphalt Pavers	Discount (%) Off Catalog/Pricelist for all <b>Asphalt Pavers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
8	Discount (%) Off Catalog/Pricelist for Backhoe/Loaders	Discount (%) Off Catalog/Pricelist for all <b>Backhoe/Loaders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
9	Discount (%) Off Catalog/Pricelist for Chip Spreaders	Discount (%) Off Catalog/Pricelist for all <b>Chip Spreaders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
10	Discount (%) Off Catalog/Pricelist for Cold Planers	Discount (%) Off Catalog/Pricelist for all <b>Cold Planers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
11	Discount (%) Off Catalog/Pricelist for Conveyors	Discount (%) Off Catalog/Pricelist for all <b>Conveyors, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
12	Discount (%) Off Catalog/Pricelist for Curb and Gutter Machines	Discount (%) Off Catalog/Pricelist for all <b>Curb and Gutter Machines, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
13	Discount (%) Off Catalog/Pricelist for Forklifts	Discount (%) Off Catalog/Pricelist for all <b>Forklifts, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
14	Discount (%) Off Catalog/Pricelist for Generator Equipment and Electrical Systems	Discount (%) Off Catalog/Pricelist for all <b>Generator Equipment and Electrical Systems, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
15	Discount (%) Off Catalog/Pricelist for Hydraulic Hammers	Discount (%) Off Catalog/Pricelist for all <b>Hydraulic Hammers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
16	Discount (%) Off Catalog/Pricelist for Integrated Tool Carriers	Discount (%) Off Catalog/Pricelist for all <b>Integrated Tool Carriers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
17	Discount (%) Off Catalog/Pricelist for Jack Hammers	Discount (%) Off Catalog/Pricelist for all <b>Jack Hammers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
18	Discount (%) Off Catalog/Pricelist for Knuckleboom Loaders	Discount (%) Off Catalog/Pricelist for all <b>Knuckleboom Loaders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
19	Discount (%) Off Catalog/Pricelist for Material Handling Equipment	Discount (%) Off Catalog/Pricelist for all <b>Material Handling Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
20	Discount (%) Off Catalog/Pricelist for Melter Crack Sealers	Discount (%) Off Catalog/Pricelist for all <b>Melter Crack Sealers (Truck or Trailer Mounted), Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
21	Discount (%) Off Catalog/Pricelist for Mini Excavators	Discount (%) Off Catalog/Pricelist for all <b>Mini Excavators, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
22	Discount (%) Off Catalog/Pricelist for Motor Graders	Discount (%) Off Catalog/Pricelist for all <b>Motor Graders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
23	Discount (%) Off Catalog/Pricelist for Multi Terrain Loaders	Discount (%) Off Catalog/Pricelist for all <b>Multi Terrain Loaders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
24	Discount (%) Off Catalog/Pricelist for Paving Breakers and Milling Machines	Discount (%) Off Catalog/Pricelist for all <b>Paving Breakers and Milling Machines, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
25	Discount (%) Off Catalog/Pricelist for Pipelaying Equipment	Discount (%) Off Catalog/Pricelist for all <b>Pipelaying Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
26	Discount (%) Off Catalog/Pricelist for Pneumatic Compactors and Rollers	Discount (%) Off Catalog/Pricelist for all <b>Pneumatic Compactors and Rollers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
27	Discount (%) Off Catalog/Pricelist for Pothole Patchers	Discount (%) Off Catalog/Pricelist for all <b>Pothole Patchers (Trailer or Truck Mounted), Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
28	Discount (%) Off Catalog/Pricelist for Road Broom Equipment	Discount (%) Off Catalog/Pricelist for all <b>Road Broom Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
29	Discount (%) Off Catalog/Pricelist for Road Reclaiming Equipment	Discount (%) Off Catalog/Pricelist for all <b>Road Reclaiming Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
30	Discount (%) Off Catalog/Pricelist for Scrapers	Discount (%) Off Catalog/Pricelist for all <b>Scrapers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
31	Discount (%) Off Catalog/Pricelist for Skid Steer Loaders	Discount (%) Off Catalog/Pricelist for all <b>Skid Steer Loaders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
32	Discount (%) Off Catalog/Pricelist for Soil Stabilizing Equipment	Discount (%) Off Catalog/Pricelist for all <b>Soil Stabilizing Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

<b>Item No.</b>	<b>Short Description</b>	<b>Full Description</b>	<b>State Percent (%) of Discount off Catalog/Pricelist<sup>1</sup></b>	<b>State Name of Catalog/Pricelist<sup>1</sup></b>	<b>Exceptions</b>
33	Discount (%) Off Catalog/Pricelist for Telescopic Handlers	Discount (%) Off Catalog/Pricelist for all <b>Telescopic Handlers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
34	Discount (%) Off Catalog/Pricelist for Track Loaders	Discount (%) Off Catalog/Pricelist for all <b>Track Loaders, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
35	Discount (%) Off Catalog/Pricelist for Track and Wheel Material Handlers	Discount (%) Off Catalog/Pricelist for all <b>Track and Wheel Material Handlers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
36	Discount (%) Off Catalog/Pricelist for Track-Type Tractors and Dozers	Discount (%) Off Catalog/Pricelist for all <b>Track-Type Tractors and Dozers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
37	Discount (%) Off Catalog/Pricelist for Tracked Excavators	Discount (%) Off Catalog/Pricelist for all <b>Tracked Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
38	Discount (%) Off Catalog/Pricelist for Trommel Screen Equipment and Compost Turners	Discount (%) Off Catalog/Pricelist for all <b>Trommel Screen Equipment and Compost Turners, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
39	Discount (%) Off Catalog/Pricelist for Truck Mounted Excavators	Discount (%) Off Catalog/Pricelist for all <b>Truck Mounted Excavators, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
40	Discount (%) Off Catalog/Pricelist for Utility Vehicles	Discount (%) Off Catalog/Pricelist for all <b>Utility Vehicles, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

<b>Item No.</b>	<b>Short Description</b>	<b>Full Description</b>	<b>State Percent (%) of Discount off Catalog/Pricelist<sup>1</sup></b>	<b>State Name of Catalog/Pricelist<sup>1</sup></b>	<b>Exceptions</b>
41	Discount (%) Off Catalog/Pricelist for Vibratory Soil Compactors and Rollers	Discount (%) Off Catalog/Pricelist for all <b>Vibratory Soil Compactors and Rollers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
42	Discount (%) Off Catalog/Pricelist for Waste Handling Wheel Loaders and Landfill Compactors	Discount (%) Off Catalog/Pricelist for all <b>Waste Handling Wheel Loaders and Landfill Compactors, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
43	Discount (%) Off Catalog/Pricelist for Wheel Dozers	Discount (%) Off Catalog/Pricelist for all <b>Wheel Dozers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
44	Discount (%) Off Catalog/Pricelist for Wheel Excavators	Discount (%) Off Catalog/Pricelist for all <b>Wheel Excavators, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
45	Discount (%) Off Catalog/Pricelist for Wheel Loaders	Discount (%) Off Catalog/Pricelist for all <b>Wheel Loaders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
46	Discount (%) Off Catalog/Pricelist for Heavy Duty Paint Stripping Equipment	Discount (%) Off Catalog/Pricelist for all <b>Heavy Duty Paint Stripping Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
47	Discount (%) Off Catalog/Pricelist for All Other Construction, Road, Bridge, and Repair Equipment	Discount (%) Off Catalog/Pricelist for <b>All Other Construction, Road, Bridge, and Repair Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
48	Discount (%) Off Catalog/Pricelist for Parts on All Types of Construction, Road, Bridge, and Repair Equipment	Discount (%) Off Catalog/Pricelist for all <b>Parts on All Types of Construction, Road, Bridge, and Repair Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
<b>Section II: Construction, Road, Bridge, and Repair Equipment - RENTAL ONLY (Vendor must include Rental Rate Sheet)</b>					
49	Discount (%) Off Catalog/Pricelist for RENTAL of All Construction, Road, Bridge, and Repair Equipment	Discount (%) Off Catalog/Pricelist for <b>RENTAL of All Construction, Road, Bridge, and Repair Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
<b>Section III: Construction, Road, Bridge, and Repair Equipment Repair Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY</b>					
<b>NOTE: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.</b>					
50	Discount (%) Off Catalog/Pricelist for Pre-Owned/Reconditioned/Retired Rental of All Construction/Road and Bridge Repair Equipment	Discount (%) Off Catalog/Pricelist for all <b>Pre-Owned/Reconditioned/Retired Rental of All Construction/Road and Bridge Repair Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
<b>Section IV: Street Sweepers, Sand/Salt Spreading, Snow Plows and DeIcing Road and Bridge Equipment - PURCHASE ONLY</b>					
51	Discount (%) Off Catalog/Pricelist for All Broom Street Sweepers	Discount (%) Off Catalog/Pricelist for all <b>Broom Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
52	Discount (%) Off Catalog/Pricelist for All Air Street Sweepers	Discount (%) Off Catalog/Pricelist for all <b>Air Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
53	Discount (%) Off Catalog/Pricelist for All Regenerative Air Street Sweepers	Discount (%) Off Catalog/Pricelist for all <b>Regenerative Air Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
54	Discount (%) Off Catalog/Pricelist for All Waterless Street Sweepers	Discount (%) Off Catalog/Pricelist for all <b>Waterless Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		
55	Discount (%) Off Catalog/Pricelist for All Alternative Fuel Street Sweepers	Discount (%) Off Catalog/Pricelist for all <b>Alternative Fuel Street Sweepers, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal





**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
56	Discount (%) Off Catalog/Pricelist for All Mounted Sand and Salt Spreading Equipment	Discount (%) Off Catalog/Pricelist for all types of <b>Mounted Sand and Salt Spreading Equipment, Accessories and Attachments</b> (Pick-Up, Utility, Heavy-Duty, or Tailgate). Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
57	Discount (%) Off Catalog/Pricelist for All Pre-Wetting Equipment	Discount (%) Off Catalog/Pricelist for all <b>Pre-Wetting Equipment, Accessories and Attachments</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
58	Discount (%) Off Catalog/Pricelist for All Snow Plow Equipment	Discount (%) Off Catalog/Pricelist for all <b>Snow Plow Equipment, Accessories and Attachments</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
59	Discount (%) Off Catalog/Pricelist for All Deicing Equipment	Discount (%) Off Catalog/Pricelist for all <b>Deicing Equipment, Accessories and Attachments</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
60	Discount (%) Off Catalog/Pricelist for All Other Types of Street Sweeper, Sand/Salt Spreading, Snow Plows and DeIcing Equipment	Discount (%) Off Catalog/Pricelist for <b>All Other Types of Street Sweeper, Sand/Salt Spreading, Snow Plows and DeIcing Equipment, Accessories and Attachments</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
61	Discount (%) Off Catalog/Pricelist for Parts on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Related Equipment	Discount (%) Off Catalog/Pricelist for all <b>Parts on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Related Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
<b>Section V: Ditching, Trenching and Utility Equipment (Environmental Products) Equipment - PURCHASE ONLY</b>					
62	Discount (%) Off Catalog/Pricelist for Brush Chippers	Discount (%) Off Catalog/Pricelist for all <b>Brush Chippers, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
63	Discount (%) Off Catalog/Pricelist for Stump Cutters	Discount (%) Off Catalog/Pricelist for all <b>Stump Cutters, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
64	Discount (%) Off Catalog/Pricelist for Tub Grinders	Discount (%) Off Catalog/Pricelist for all <b>Tub Grinders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
65	Discount (%) Off Catalog/Pricelist for Horizontal Grinders	Discount (%) Off Catalog/Pricelist for all <b>Horizontal Grinders, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
66	Discount (%) Off Catalog/Pricelist for Tree Spades	Discount (%) Off Catalog/Pricelist for all <b>Tree Spades, Accessories and Supplies.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
67	Discount (%) Off Catalog/Pricelist for Tree Care Accessories and Supplies	Discount (%) Off Catalog/Pricelist for all <b>Tree Care Accessories and Supplies.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
<b>Section VI: Ditching, Trenching and Utility Equipment (Trenching/Plowing Products) - PURCHASE ONLY</b>					
68	Discount (%) Off Catalog/Pricelist for Hydrostatic Trenching Equipment	Discount (%) Off Catalog/Pricelist for all <b>Hydrostatic Trenching Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
69	Discount (%) Off Catalog/Pricelist for Hydrostatic Rock Trenchers	Discount (%) Off Catalog/Pricelist for all <b>Hydrostatic Rock Trenching Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
70	Discount (%) Off Catalog/Pricelist for Offset Trenchers	Discount (%) Off Catalog/Pricelist for all <b>Offset Trenchers, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
71	Discount (%) Off Catalog/Pricelist for Hydrostatic Trench Compactors	Discount (%) Off Catalog/Pricelist for all <b>Hydrostatic Trench Compactors, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
72	Discount (%) Off Catalog/Pricelist for Vibratory Plows	Discount (%) Off Catalog/Pricelist for all <b>Vibratory Plows, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
73	Discount (%) Off Catalog/Pricelist for Concrete Cutters	Discount (%) Off Catalog/Pricelist for all <b>Concrete Cutters, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
74	Discount (%) Off Catalog/Pricelist for Trench Compactors	Discount (%) Off Catalog/Pricelist for all <b>Trench Compactors, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
<b>Section VII: Ditching, Trenching and Utility Equipment (Trenchless Products) - PURCHASE ONLY</b>					
75	Discount (%) Off Catalog/Pricelist for Horizontal Directional Drilling Systems	Discount (%) Off Catalog/Pricelist for all <b>Horizontal/Directional Boring/Drilling Systems, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
76	Discount (%) Off Catalog/Pricelist for Fluid Mixing Systems	Discount (%) Off Catalog/Pricelist for all <b>Fluid Mixing Systems, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
77	Discount (%) Off Catalog/Pricelist for Vacuum/Excavation Systems	Discount (%) Off Catalog/Pricelist for all <b>Vacuum Excavation Systems, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	1.5 _____ %	Valve Maintenance Equipment. Please see the attached price list	
78	Discount (%) Off Catalog/Pricelist for Hammerhead Mole Tools	Discount (%) Off Catalog/Pricelist for all <b>Hammerhead Mole Tools, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
79	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Discount (%) Off Catalog/Pricelist for all <b>Pipe Bursting Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
80	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Discount (%) Off Catalog/Pricelist for <b>All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
81	Discount (%) Off Catalog/Pricelist for Parts on All Ditching, Trenching, and Utility Equipment	Discount (%) Off Catalog/Pricelist for all <b>Parts on Ditching, Trenching, and Utility Equipment.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
<b>Section VIII: Ditching, Trenching and Utility Equipment Equipment - RENTAL ONLY</b>					
82	Discount (%) Off Catalog/Pricelist for Rental of All Ditching, Trenching and Utility Equipment Rental	Discount (%) Off Catalog/Pricelist for <b>RENTAL of All Ditching, Trenching and Utility Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
<b>Section IX: Ditching, Trenching and Utility Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY</b>					
<p><b>NOTE: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.</b></p>					
83	Discount (%) Off Catalog/Pricelist for Pre-Owned/Reconditioned/Retired Rental Ditching, Trenching and Utility Equipment	Discount (%) Off Catalog/Pricelist for all <b>Pre-Owned/Reconditioned/Retired Rental Ditching, Trenching and Utility Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
<b>Section X: Debris/Scrap Processing Equipment - PURCHASE ONLY</b>					
84	Discount (%) Off Catalog/Pricelist for Demolition Equipment	Discount (%) Off Catalog/Pricelist for all <b>Demolition Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
85	Discount (%) Off Catalog/Pricelist for Disaster Equipment	Discount (%) Off Catalog/Pricelist for all <b>Disaster Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
86	Discount (%) Off Catalog/Pricelist for Landfill/Recycling Equipment	Discount (%) Off Catalog/Pricelist for all <b>Landfill/Recycling Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
87	Discount (%) Off Catalog/Pricelist for Site and Right of Way Clearance Equipment	Discount (%) Off Catalog/Pricelist for all <b>Site and Right of Way Clearance Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
88	Discount (%) Off Catalog/Pricelist for All Other Debris/Scrap Processing Equipment	Discount (%) Off Catalog/Pricelist for <b>All Other Debris/Scrap Processing Equipment, Accessories and Attachments.</b> Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions
89	Discount (%) Off Catalog/Pricelist for Parts on All Debris/Scrap Equipment	Discount (%) Off Catalog/Pricelist for all <b>Parts on Debris/Scrap Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
<b>Section XI: Debris/Scrap Processing Equipment Equipment - RENTAL ONLY</b>					
90	Discount (%) Off Catalog/Pricelist for Rental of All Debris/Scrap Processing Equipment Rental	Discount (%) Off Catalog/Pricelist for <b>RENTAL of All Debris/Scrap Processing Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		
<b>Section XIII: Debris/Scrap Processing Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY</b>					
<p><b>NOTE: Proposers responding to this Proposal Invitation for "Pre-Owned/Reconditioned/Retired Rental" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one-thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.</b></p>					
91	Discount (%) Off Catalog/Pricelist for Pre-Owned/Reconditioned/Retired Rental Debris/Scrap Processing Equipment	Discount (%) Off Catalog/Pricelist for <b>Pre-Owned/Reconditioned/Retired Rental Debris/Scrap Processing Equipment, Accessories and Attachments.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	_____ %		

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal





**Proposal Invitation No. 515-16-Construction, Road, Bridge, Ditching, Trenching, Utility and Other Equipment**  
 (Catalog/pricelist must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

<b>Section XIV: Installation and Repair Service</b>		<b>Not to Exceed Hourly Labor Rate</b>	<b>Detailed Information on Hourly Labor Rate</b>	<b>Exceptions to Hourly Labor Rate</b>
92	Not to Exceed Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road/Bridge and Other Equipment	Hourly Labor Rate for Installation/Repair Service on All Types of Construction, Road/Bridge and Other Equipment -- State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour	
93	Not to Exceed Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Equipment	Hourly Labor Rate for Installation/Repair Service on All Types of Street Sweepers, Sand Spreading, Snow Plows, Deicing and Other Equipment -- State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour	
94	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment	Hourly Labor Rate for Installation/Repair Service of Ditching, Trenching and Utility Equipment -- State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour	
95	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment	Hourly Labor Rate for Installation/Repair Service of Debris/Scrap Processing Equipment -- State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ _____/Hour	

**PROPOSAL NOTE**

1. Catalog/Pricelists are required to be submitted with Proposal



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

October 20, 2017

**Sent via email to: [jbertrand@ehwachs.com](mailto:jbertrand@ehwachs.com)**

Jason Bertrand  
E. H. Wachs  
455 Comanche Circle  
Harvard IL 60033

Re: Construction, Road/Bridge, Ditching, Trenching, Utility, & Other Equipment  
BuyBoard Contract 515-16

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Construction, Road/Bridge, Ditching, Trenching, Utility, & Other Equipment, Contract 515-16, effective December 1, 2016, through November 30, 2017, with two possible one-year renewals. At this time, we are renewing your contract through November 30, 2018.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in blue ink that reads "Connie W. Burkett".

Connie W Burkett, CTSBS  
Contract Administrator



**Water Utility Products**  
 600 Knightsbridge Pkwy | Lincolnshire IL 60069  
 T +1 847 537 8800 | F +1 847 520 1147  
 ehwachs.com

# Quotation

Page 1 of 11

**TO: Connie Burkett**  
 Contract Administrator  
 Buyboard  
 12007 Research Blvd  
 Austin, TX 78759

Date: 10/23/2017  
 Quotation Number: JS104945  
 Payment Terms: Net 30  
 Shipping Terms: See Below  
 Valid Through: 12/31/2018  
 Estimated Delivery: See Below  
 Reference: JS93599

2018 Utility Products Pricelist - Buyboard Contract #515-16

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
*** Trailer - Valve Maintenance ***						
1	77-000-28 Grand LX (Diesel) - VMT: Twin turner valve maintenance trailer; includes Wachs 1,500 Ft/lb (2,040 Nm) TM-7, Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operators, telescoping valve keys and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 gallon (950 L) tank with power hydraulic dump (curb side discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 7 gallon (26.5 L) anti-freeze tank and 66 gallon (250 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering modules (installed in ERV-750 & TM-7) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Domestic destination and freight charges included.	1	EA	79,995.00	1.5%	78,795.07
<p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>						



**Water Utility Products**  
 600 Knightsbridge Pkwy | Lincolnshire IL 60069  
 T +1 847 537 8800 | F +1 847 520 1147  
 ehwachs.com

# Quotation

Page 2 of 11

TO: **Connie Burkett**

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
2	<p>77-000-26 Grand LX (Gas) - VMT: Twin turner valve maintenance trailer; includes Wachs 1,500 Ft/lb (2,040 Nm) TM-7, Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operators, telescoping valve keys and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 gallon (950 L) tank with power hydraulic dump (curb side discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 7 gallon (26.5 L) anti-freeze tank and 66 gallon (250 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering modules (installed in ERV-750 &amp; TM-7) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	74,995.00	1.5%	73,870.07
3	<p>77-000-38 Standard LX (Diesel) - VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	64,375.00	1.5%	63,409.37



**Water Utility Products**  
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 ehwachs.com

# Quotation

Page 3 of 11

TO: **Connie Burkett**

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
4	<p>77-000-36 Standard LX (Gas) - VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	59,375.00	1.5%	58,484.37
5	<p>77-000-37 Standard (Diesel) - VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	58,875.00	1.5%	57,991.87



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# Quotation

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TO: **Connie Burkett**

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
6	<p>77-000-35 Standard (Gas) - VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	53,875.00	1.5%	53,066.87
7	<p>79-000-25 Compact LX (Gas) - VMT: Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 16 H.P (12 kW) Briggs and Stratton V-Twin engine with hydraulic pump provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and steel storage bin. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	31,500.00	1.5%	31,027.50

\*\*\* Skid - Valve Maintenance \*\*\*



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# Quotation

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TO: **Connie Burkett**

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
8	<p>77-000-50 Grand LX (Diesel) - VMS (RH): Twin turner valve maintenance skid; includes Wachs HD 2,500 Ft/lb (3,390 Nm) TM-7 &amp; Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operators, telescoping valve keys and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 gallon (950 L) tank with power hydraulic dump (curb side discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 7 gallon (26.5 L) anti-freeze tank and 66 gallon (250 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools and Bluetooth tethering modules (installed in ERV-750 &amp; TM-7) for wireless communication between the exerciser and Controller/Data Logger. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	79,995.00	1.5%	78,795.07
9	<p>77-000-51 Grand LX (Gas) - VMS (RH): Twin turner valve maintenance skid; includes Wachs HD 2,500 Ft/lb (3,390 Nm) TM-7 &amp; Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operators, telescoping valve keys and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 gallon (950 L) tank with power hydraulic dump (curb side discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 7 gallon (26.5 L) anti-freeze tank and 66 gallon (250 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools and Bluetooth tethering modules (installed in ERV-750 &amp; TM-7) for wireless communication between the exerciser and Controller/Data Logger. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	74,995.00	1.5%	73,870.07



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# Quotation

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TO: Connie Burkett

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
10 77-000-54	<p>Standard LX (Diesel) - VMS (RH): Single turner valve maintenance skid; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools &amp; Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	64,375.00	1.5%	63,409.37
11 77-000-55	<p>Standard LX (Gas) - VMS (RH): Single turner valve maintenance skid; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm) -11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools &amp; Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger. Domestic destination and freight charges included.</p> <p>Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p>	1	EA	59,375.00	1.5%	58,484.37





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# Quotation

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TO: **Connie Burkett**

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
12 U14-002-02	<p>Compact (Diesel) - VMS (RH): Single turner valve maintenance skid; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 15.4 H.P (11.5 kW) Kohler liquid cooled twin cylinder (EPA Tier 4F &amp; EU Stage IIIA emission compliant) engine with hydraulic pump provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar) and steel storage bin. Domestic destination and freight charges included.</p> <p>Options:                      Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p> <p>Bluetooth tethering module (79-419-00) for wireless communication between the exerciser and Controller/Data Logger</p>	1	EA	32,250.00	1.5%	31,766.25
13 U14-002-01	<p>Compact (Gas) - VMS (RH): Single turner valve maintenance skid; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 16 H.P (12 kW) Briggs and Stratton V-Twin engine with hydraulic pump provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar) and steel storage bin. Domestic destination and freight charges included.</p> <p>Options:                      Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.</p> <p>Bluetooth tethering module (79-419-00) for wireless communication between the exerciser and Controller/Data Logger</p>	1	EA	28,750.00	1.5%	28,318.75

\*\*\* Truck - Valve Maintenance \*\*\*



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# Quotation

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TO: **Connie Burkett**

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
14 77-000-09	<p>Utility Hydro-Vac (Diesel) - HYD: A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar) with 50' (15 M) retractable hose reel. A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils contained by a 250 (950 L) gallon tank utilizing our exclusive hydraulic side and dump system and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 80 gallon (303 L) vertical water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands, short &amp; long wash-down guns, 20' (6 M) suction hose and 50' (15 M) retractable hose reel. Domestic destination and freight charges included.</p> <p>Installation Note: Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) will void warranty.</p>	1	EA	44,500.00	1.5%	43,832.50
15 77-000-07	<p>Utility Hydro-Vac (Gas) - HYD: A 27 HP (20 kW) Kohler overhead cam, air cooled gasoline engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar) with 50' (15 M) retractable hose reel. A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils contained by a 250 (950 L) gallon tank utilizing our exclusive hydraulic side and dump system and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 80 gallon (303 L) vertical water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands, short &amp; long wash-down guns, 20' (6 M) suction hose and 50' (15 M) retractable hose reel. Domestic destination and freight charges included.</p> <p>Installation Note: Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) will void warranty.</p>	1	EA	39,500.00	1.5%	38,907.50
*** Mounted Valve Exercisers ***						
16 79-000-01	<p>Wachs ERV-750 (without Datalogger) Automated Valve Operator, Exercisor and Rehabilitator. Featuring Wachs Patented Automation. Extendable arm produces a full 750 Ft lbs (1020 Nm) of torque. The system utilizes a dual pivot point to locate over any valve box/Hydrant. Locking disc brake holds the full torque of the machine while operating, 3" (76.2 mm) square steel tube construction and mechanical lock system for travel. Includes operation manual. Requires Ruggedized ERV-750 Controller/Datalogger (Part#79-422-01/02). Domestic destination and freight charges included.</p> <p>Installation Note: Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) will void warranty.</p>	1	EA	14,250.00	1.5%	14,036.25



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# Quotation

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TO: Connie Burkett

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
17	11-408-00 Telescopic Valve Key - 2" AWWA (Colder Climate). Manufactured from high-strength steel, adjustable from 4ft (1.22 M) to 9ft (2.74 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.	1	EA	445.00	1.5%	438.32
18	11-409-00 Telescopic Valve Key - 2" AWWA (Warmer Climate). Manufactured from high-strength steel, adjustable from 3 ft (.91 M) to 8ft (2.44 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.	1	EA	445.00	1.5%	438.32
19	17-000-03 Wachs TM-7 Truck Mounted Valve Operator, complete with Heavy Duty (2,500 ft. lb. torque) Hydraulic Drive System, MANUAL CONTROL (no data logging or automated valve exercising) for torque and direction of rotation, electronic revolution counter, integral 2000 PSI auxiliary hydraulic circuit (add 17-401-00 for HTMA Class II cooler), 8' long valve key with 2" H.D. universal socket and operating/installation manual. Domestic destination and freight charges included.  Installation Note: Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) will void warranty.	1	EA	13,000.00	1.5%	12,805.00
20	17-000-22 Wachs Standard Duty VITALS™-Ready TM-7, (Without Data Logger) Valve Operator, Exercisor and Rehabilitator. Standard duty hydraulic drive VITALS™-Ready Truck-Mounted Valve Exercisor with Wachs Patented Automation Computer Control. 1,500 ft. lb. torque system with electronic torque and direction control, electronic revolution counter, integral 2000 PSI auxiliary hydraulic circuit (add 17-401-00 for HTMA Class II cooler), pressure gauge, 8' long valve key with 2" universal socket and operating/installation manual. Requires Ruggedized TM-7 Controller/Datalogger (Part#79-422-01/02). Domestic destination and freight charges included.  Installation Note: Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) will void warranty.	1	EA	15,750.00	1.5%	15,513.75
21	17-000-24 Wachs Heavy Duty VITALS™-Ready TM-7, (Without Data Logger) Valve Operator, Exercisor and Rehabilitator. Heavy duty hydraulic drive VITALS™-Ready Truck-Mounted Valve Exercisor with Wachs Patented Automation Computer Control. 2,500 ft. lb. torque system with electronic torque and direction control, electronic revolution counter, integral 2000 PSI auxiliary hydraulic circuit (add 17-401-00 for HTMA Class II cooler), pressure gauge, 8' long valve key with 2" H.D. universal socket and operating/installation manual. Requires Ruggedized TM-7 Controller/Datalogger (Part#79-422-01/02). Domestic destination and freight charges included.  Installation Note: Failure to use an ASE Certified E1-E3 technician or Factory Authorized Servicer (FAS) will void warranty.	1	EA	17,500.00	1.5%	17,237.50



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# Quotation

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TO: Connie Burkett

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
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**\*\*\* Controllers/Dataloggers & GPS \*\*\***

22	79-422-01	1	EA	2,990.00	1.5%	2,945.15
Wachs HC-100 (North America) ruggedized Controller/Datalogger to operate and collect data (including GPS) during the operation of ERV-750, TM7 and TM-6 machine (includes PDA style PC, 12v vehicle charger kit, AC charging kit, USB sync cable, machine control cable, screen protector & preloaded with Vitals Mobile software). Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.						

23	79-412-02	1	EA	7,645.00	1.5%	7,530.32
Pathfinder Pro 6H Decimeter GPS Reciever with Floodlight; provides "Decimeter" accuracy with Floodlight Technology to deliver dramatic improvements when working in urban canyons and under tree canopy. This unit is a stand alone Pathfinder GPS receiver which includes the NEMA output option (required when utilizing Vitals or other third party software) that pairs via Bluetooth wireless communication to the Recon or other supported data collector. Also included are Ram Mount interfaces for the TM-7 & ERV-750 valve machines.						

**\*\*\* Power Units for Mounted Turners \*\*\***

24	79-405-00	1	EA	7,695.00	1.5%	7,579.57
Wachs Utility 16 H.P. Gas Engine Driven HTMA Class II Skid: Briggs & Stratton electric start V-Twin engine (12 kW) with hydraulic pump, capable of 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). 10 gallon (38 L) hydraulic oil reservoir A + B auxiliary power port and relief valve. Electric fan driven oil cooler. Designed for mobile installations where port A is hard plumbed to an open center device as port B operated the front panel quick disconnects.						

25	79-405-02	1	EA	925.00	1.5%	911.12
Hose Kit, HPU-750 to ERV-750 11-1/2 ft						

**\*\*\* Trav-L-Vac 300 \*\*\***

26	59-000-01	1	EA	14,995.00	1.5%	14,770.07
Wachs Skid Mounted Gas Engine Driven Trav-L-Vac 300 designed specially for valve and buffalo box cleanout. Complete with Kohler 20 H.P. Gas Engine with Tach/Hour Meter, 345 CFM at 14" HG Heavy Duty Positive Displacement Blower with Discharge Silencer, 90 Gallon Spoils Tank with Manually Activated Dump Gate, Washable/Reusable 3 Stage Filtration System, Vacuum Relief Valve, High Liquid Level Shut Off Switch, 2-1/2" x 15' Flexible Suction Hose with Cam Lock Quick Disconnects, 2" X 6-1/2' Wand. Domestic destination and freight charges included.						



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# Quotation

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TO: Connie Burkett

Date: 10/23/2017  
 Quotation Number: JS104945

Reference: JS93599

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
27 59-401-01	Wachs Trav-L-Vac 300 2" Ball Trailer Kit. Complete with Tongue, 2" Ball Coupler, Swing Away Jack, Trailer Lights, Wiring Harness, Fenders, Axle, Independent Torsion Suspension, 14" Radial Tires, Dexter Mod Wheels, Chrome Center Caps and Chrome Lug Nuts. Some assembly required. Domestic destination and freight charges included.	1	EA	2,600.00	1.5%	2,561.00
28 59-401-02	Wachs Trav-L-Vac 300 Pintle Trailer Kit. Complete with Tongue, Pintle Hook Coupler, Swing Away Jack, Trailer Lights, Wiring Harness, Fenders, Axle, Independent Torsion Suspension, 14" Radial Tires, Dexter Mod Wheels, Chrome Center Caps and Chrome Lug Nuts. Some assembly required. Domestic destination and freight charges included.	1	EA	2,700.00	1.5%	2,659.50
29 59-403-00	Wachs Model Trav-L-Vac 300 Light Package adds a bright flashing yellow caution light.	1	EA	525.00	1.5%	517.12
30 59-407-00	The Rear Mount Engine Control accessory for the Trav-L-Vac 300 puts the throttle, choke, key switch and tach/hour meter at the rear of the unit. This feature is extremely convenient on service box installations saving the operator from climbing inside the truck box to start and operate.	1	EA	925.00	1.5%	911.12

**\*\*\* Pipe Cutters \*\*\***

31 29-000-10	Diamond Wire Guillotine Package for 4"-16" DIA. Includes first piece Cutting Wire, Shipping/Storage Skid & Water Delivery System. Domestic destination and freight charges included.	1	EA	9,995.00	1.5%	9,845.07
32 14-402-00	Hydraulic flow Adapter: The Wachs Hydraulic Flow Adapter Valve allows for smooth, quiet operation of any DW Guillotine powered from other hydraulic equipment on the jobsite such as a skid loader or backhoe. Use with high-capacity power supplies up to 20 GPM (76 lpm) and up to 3,000 psi (172.5 bar).	1	EA	1,150.00	1.5%	1,132.75

Note: 20 GPM rating is based on unrestricted tank return line; reducing or the use of quick disconnects reduces flow rating and risks damage to motor seal.

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

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**WACHS** Utility Products  
 A Division of **TURNVALVES**  
 The Valve Maintenance Experts™

# ERV-750

## MOUNTED VALVE EXERCISER



Standard ERV-750 #79-000-01  
 High Stack ERV-750 #79-000-07

ERV-750 Automated Extended Reach Valve Operator, features Wachs hands free operation with Intelligent Automation. The extendable arm provides the full 750 ft/lbs of torque, even when fully extended. The support system utilizes dual pivot points to reach over to any curbside valve box or hydrant. Locking disc brake holds the full torque of the machine while operating. Frame is heavy duty 3in square steel tube construction. System includes a mechanical lock securing the machine during travel.

### FEATURES

- 750 ft/lbs of torque with hands free, "no assumption" operation
- Dual hydraulic locking disc brakes with push button release
- 13ft of reach from the mounting pedestal
- 3in square steel tube construction
- Mechanical lock system for storage during travel
- Variable Speed 5-30 RPM (30 RPM at recommended flow)
- Optional Bluetooth connectivity\*
- Modular design, single hydraulic motor & drive gear on a ball bearing lockable slide offers increased efficiency & compact dimensions
- Power supply requirements of 4-12 GPM @ 2000psi (8 GPM recommended)
- Fully compatible with VITALS software which enables full data logging and sync between the HC-100 and your desktop GIS\*
- Telescoping valve key operates standard AWWA 2in nut

\*Requires ruggedized HC-100 controller/data logger with built-in GPS, sold separately.



High stack version of the ERV-750 is available for bumper mounting.



ERV-750 easily reaches any curbside valve box or hydrant within 13ft of the mount.