

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
HERC RENTALS, INC.  
FOR EQUIPEMENT RENTAL AND RELATED PRODUCTS AND SERVICES**

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**I. RECITALS**

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego (City) to use a cooperative procurement contract awarded by another agency where the City’s Purchasing Agent certifies in writing that the cooperative procurement contract is in the City’s best interests, to the City’s economic advantage, and the agency’s contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. On May 22, 2018, the City of Charlotte (Charlotte) issued a Request for Proposal (RFP) #269-2018-047 for equipment rental and related products and services on behalf of U.S. Communities Government Purchasing Alliance (USCGPA) by posting the solicitation on the following websites: City of Charlotte, NC Interactive Purchasing System, USCGPA, Onvia/DemandStar, and Canadian MERX Public Tenders on May 22, 2018 to June 26, 2018. Charlotte posted the solicitation in the Business Tribune in Portland May 25, 2018, May 28, 2018, June 1, 2018, June 5, 2018, June 8, 2018, June 12, 2018, and June 15, 2018; The Advocate in Baton Rouge on May 25, 2018 to May 31, 2018; The Daily Journal of Commerce in Seattle on May 23, 2018 to May 26, 2018 and May 29, 2018 to May 31, 2018; Hawaii Tribune-Herald in Honolulu on May 26, 2018 to June 1, 2018, all newspapers of general circulation. As the deadline for proposals was June 26, 2018, the advertisements occurred at least ten days before the proposal deadline.

C. On November 1, 2108 based on the results of the competitive process, Charlotte entered into a contract with Herc Rentals, Inc. (Herc) entitled “State of North Carolina County of Mecklenburg Contract to Provide Equipment Rentals and Related Products and Services identified as Contract No.2019000318, Vendor No. 20941, is referred to as the “Master Agreement,” attached as Exhibit 1; and

D. On February 20, 2019, the City’s Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Herc has agreed to provide to City the same pricing offered to Charlotte for goods and services consistent with the terms and conditions in the Agency Agreement except as modified herein.

**II. GENERAL PROVISIONS**

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby

acknowledged, City and Herc hereby agree to the terms and conditions as set forth in the Master Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Herc and approved by the City Attorney through November 1, 2023, with additional terms with the option to renew for two (2) additional two-year terms, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. City, through the Mayor or his designee, may exercise the option by written notice to Herc sent thirty (30) days prior to the expiration of the current term. Herc may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Herc must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Charlotte or Herc, or failure by Charlotte to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Herc shall comply with all applicable local, state, and federal laws and regulations. In addition, Herc shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The Parties submit to the jurisdiction of the state or federal courts in the County of San Diego, State of California. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Herc as incorporated in this Contract.

### **III. CONTRACT ADMINISTRATOR**

1. Contract Administrator. The Purchasing and Contracting Department is the Contract Administrator for the purposes of this Contract.

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing & Contracting Department, Attention: Brent Krohn  
1200 Third Avenue, Suite 200, MS 56P  
San Diego, CA 92101  
BKrohn@SanDiego.gov  
619-239-6044

#### **IV. COMPENSATION**

1. City shall pay Herc for the goods or services provided in accordance with this Contract in an amount not to exceed \$14,325,000. Herc is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Herc increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Herc acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Herc for any amounts not duly appropriated and authorized by the City Council.

#### **V. CONTRACT**

1. Contract Documents. This Contract consists of this Contract and all the exhibits listed below, which are attached as Exhibits 1-4 and incorporated by reference in full herein, and which together contain all the terms and conditions of this Contract (collectively referred to as "Contract Documents").

- 1.1 Agency Agreement (Exhibit 1);
- 1.2 Modifications to the Agreement (Exhibit 2);
- 1.3 City of Charlotte Request for Proposal (RFP) for equipment rental and related products and services, and Addendum #1, and Addendum #2 (Exhibit 3); and
- 1.4 Herc Rental's Response to the RFP (Exhibit 4).

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Herc shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract

Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Herc will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> This Contract and Modifications (Exhibit 2)
- 2<sup>nd</sup> Master Agreement (Exhibit 1)
- 3<sup>rd</sup> Herc's Pricing Matrix

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Herc's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Herc and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Here acting by and through their authorized officers.

HERC RENTALS, INC.  
A Delaware Corporation


By: 

Name: JASON COSTERBEEK

Title: VICE PRESIDENT

Date: 2/22/2019

THE CITY OF SAN DIEGO  
A Municipal Corporation

By: 

Name: JEFF STYRAK

Title: DEPUTY CHIEF OPERATING OFFICER

Date: 5/1/15

Approved as to form this 1 day of  
JUNE, 2019.

MARA W. ELLIOTT, City Attorney

By: 

Deputy City Attorney

Print Name: Jim S. Carson

**EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT**

1. References. All references to “City,” “City of Charlotte,” “Charlotte,” “Agency,” or “Lead Public Agency,” in the Master Agreement shall mean and be understood to be “City of San Diego”. All references to “Contractor,” “Company,” or “Seller” in the Agency Agreement shall mean and be understood to be “Herc Rentals, Inc.”.

2. Prevailing Wage Requirements. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Herc and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

2.1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

2.1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego’s Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

2.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 2.2 Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 2.3 Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City’s web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
- 2.4 Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 2.5 Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 2.6 Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 2.7 Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 2.8 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

2.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

2.9.1. A Bidder’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

2.9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

2.9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

2.10 Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

2.11 List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City’s request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR



registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

2.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

2.12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

2.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

2.12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

3. City Mandated Clauses and Requirements. By signing this Contract, Herc certifies that Herc is aware of, and will comply with, these City mandated clauses and requirements throughout the duration of the Contract.

3.1 ADA Certification: Herc shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3.2 Business Tax Certificate (BTC). Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy of its BTC to the City before a Contract is executed.

3.3 Product Endorsement. Herc shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

4. Deleted and/or Modified Provisions. The following provisions will be deleted and/or modified as follows:

4.1 Indemnification. Paragraph 32 of the Master Agreement entitled, "Indemnification" will be deleted in its entirety and replaced with the following language:

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an

employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages as awarded by a court of competent jurisdiction or as agreed in settlement agreement approved by City and Contractor, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to a breach of Contractor's obligations under this Agreement or the negligence or willful misconduct of Contractor, with respect to or in connection with any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone that either Contractor or subcontractor controls. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

4.2 Insurance. Section (E) of Paragraph 33 of the Master Agreement entitled, "Insurance" will be deleted in its entirety and replaced with the following language:

Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.3 Limitation of Liability. Paragraph 47 of the Master Agreement entitled, "Limitation of Liability" will be deleted in its entirety.

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.


CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Herc Rentals Inc.

Certified By Jason Oosterbeek Title Vice President

 Name  
Signature Date February 26, 2019

**EQUAL OPPORTUNITY CONTRACTING (EOC)**  
1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Herc Rentals Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 27500 Riverview Center Blvd

City: Bonita Springs County: Lee State: FL Zip: 34134

Telephone Number: 239-301-1344 Fax Number: \_\_\_\_\_

Name of Company CEO: Lawrence Silber

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 8014 Miramar Rd

City: San Diego County: San Diego State: CA Zip: 92126

Telephone Number: 858-566-5500 Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Equipment Rental Type of License: Business

The Company has appointed: Jason Oosterbeek

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 27500 Riverview Center Blvd, Bonita Springs, FL 34134

Telephone Number: 239-301-1344 Fax Number: \_\_\_\_\_ Email: Hercbids@hercrentals.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Herc Rentals Inc.

(Firm Name)

Lee, FL hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 26th day of February, 2019

[Signature]  
(Authorized Signature)

JASON OOSTERBEEK  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Herc Rentals Inc.

DATE: 02/26/2019

OFFICE(S) or BRANCH(ES): San Diego Branch

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	0	0	0	0	0	0	0	2	0	0	0
Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	1	0	0	0	0	0	0	0	2	1	0	0
Administrative Support	0	0	1	0	0	0	0	0	0	0	1	1	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	5	0	0	0	0	0	0	0	1	0	0	0
Operative Workers	0	0	4	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	1	0	0	0	0	0	0	0	2	0	0	0

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	0	12	0	0	0	0	0	0	0	9	1	0	0
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Grand Total All Employees

22

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
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**Grand Total All Employees**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of Attachment A.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Equipment Rental  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Herc Rentals Inc.			
Legal Name	22422 South Alameda St	Carson	DBA CA 90810
Street Address		City	State Zip
Contact Person, Title	Traci Dobberstein	Phone	714-612-8295 Fax

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.



\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

N/A

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction
-----------------------------

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction
-----------------------------

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction
-----------------------------

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction
-----------------------------

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction
-----------------------------

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction
-----------------------------

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 **Yes**       **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 **Yes**       **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 **Yes**       **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: 07/07/1965 State of incorporation: DE

List corporation's current officers: President: See attached  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  **Yes**       **No**

If **Yes**, after what date: 02/24/1966

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? HRI on the NYSE

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Carl Ichan - 767 Fifth Avenue, 47th Floor New York, New York 10153

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 Yes       No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
 Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?  
 Yes       No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: 1985004712 Year Issued: 4/3/1985

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: North Carolina State University

Contact Name and Phone Number: Jessica Dalton, 919-515-6890

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: US Communities Sole Equipment Rental Supplier

Company Name: City of Ocean City

Contact Name and Phone Number: Joseph Clark 609-525-9356

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: Equipment Rentals

Company Name: Camp Shelby (Army)

Contact Name and Phone Number: Lisa Anguizola 601-313-1663

Contact Email: lisa.anguizola@us.army.mil

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: Equipment Rentals

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes       No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes       No

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes       No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes       No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_  
b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_  
c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?  Yes       No      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Herc does not generally use subcontractors, if needed Herc

Address: will work if the City in determining the need.

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

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

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

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San



Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 4/08/2015.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Jason Oosterbeek, Vice President

Name and Title



Signature

11/15/2018

Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Jason Oosterbeek, Vice President  
Print Name, Title

  
Signature

11/15/2018  
Date

# Herc Rentals Inc. - Pricing Schedule

US COMMUNITIES PLATINUM 2019



**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b><u>AERIAL - BOOM LIFTS</u></b>				
410	2010	BOOM ARTICULATED 30FT JIB NARROW ELEC	\$233	\$498 \$1,278
410	2020	BOOM ARTICULATED 30FT NAR ROT JIB ELEC	\$233	\$498 \$1,278
410	2030	BOOM ARTICULATED 33FT ELEC	\$233	\$498 \$1,278
410	2045	BOOM ARTICULATED 34FT NARROW JIB ELEC	\$233	\$498 \$1,278
410	2050	BOOM ARTICULATED 34FT WIDE JIB ELEC	\$233	\$498 \$1,278
410	3020	BOOM ARTICULATED 34FT 2WD DSL	\$239	\$540 \$1,343
410	3030	BOOM ARTICULATED 34FT JIB 4WD DF	\$239	\$540 \$1,343
410	3010	BOOM ARTICULATED 34FT 2WD DF	\$239	\$540 \$1,343
410	3040	BOOM ARTICULATED 34FT JIB 4WD DSL	\$239	\$540 \$1,343
410	3070	BOOM ARTICULATED 45FT 4WD DF	\$268	\$563 \$1,400
410	4040	BOOM STRAIGHT 40FT 4WD DSL	\$268	\$563 \$1,400
410	4030	BOOM STRAIGHT 40FT 4WD DF	\$268	\$563 \$1,400
410	4020	BOOM STRAIGHT 40FT 2WD DSL	\$268	\$563 \$1,400
410	4010	BOOM STRAIGHT 40FT 2WD DF	\$268	\$563 \$1,400
410	3120	BOOM ARTICULATED 45FT JIB 4WD DSL	\$268	\$563 \$1,400
410	3110	BOOM ARTICULATED 45FT 4WD DSL	\$268	\$563 \$1,400
410	3080	BOOM ARTICULATED 45FT JIB 4WD DF	\$268	\$563 \$1,400
410	2100	BOOM ARTICULATED 40FT WIDE ROT JIB ELEC	\$268	\$563 \$1,400
410	3050	BOOM ARTICULATED 45FT 2WD DF	\$268	\$563 \$1,400
410	4080	BOOM STRAIGHT 45FT JIB 4WD DF	\$268	\$563 \$1,400
410	2070	BOOM ARTICULATED 40FT NARROW JIB ELEC	\$268	\$563 \$1,400
410	2130	BOOM ARTICULATED 45FT ELEC	\$268	\$563 \$1,400
410	2071	BOOM ARTICULATED 40FT NAR JIB BLK ELEC	\$268	\$563 \$1,400
410	2140	BOOM ARTICULATED 45FT JIB ELEC	\$268	\$563 \$1,400
410	3090	BOOM ARTICULATED 45FT 2WD DSL	\$268	\$563 \$1,400
410	2080	BOOM ARTICULATED 40FT NAR ROT JIB ELEC	\$268	\$563 \$1,400
410	4090	BOOM STRAIGHT 45FT JIB 4WD DSL	\$268	\$563 \$1,400
410	2060	BOOM ARTICULATED 34FT 4WD HYB	\$268	\$574 \$1,511
410	3131	BOOM ARTICULATED 60FT BLK DF	\$331	\$765 \$1,980
410	4110	BOOM STRAIGHT 60FT 2WD DF	\$331	\$765 \$1,980
410	4130	BOOM STRAIGHT 60FT 4WD DF	\$331	\$765 \$1,980
410	4140	BOOM STRAIGHT 60FT 4WD DSL	\$331	\$765 \$1,980
410	3140	BOOM ARTICULATED 60FT JIB 2WD DF	\$331	\$765 \$1,980
410	3161	BOOM ARTICULATED 60FT JIB BLK DSL	\$331	\$765 \$1,980
410	3170	BOOM ARTICULATED 60FT 4WD DF	\$331	\$765 \$1,980
410	3180	BOOM ARTICULATED 60FT JIB 4WD DF	\$331	\$765 \$1,980

US COMMUNITIES PLATINUM 2019

*Customer agrees to keep confidential the information contained herein and not to reproduce or disclose any such information, in whole or in part, to any individual or entity, without the prior written consent of Herc Rentals. Customer and Herc hereby agree to the equipment and pricing as detailed herein and unless otherwise exempt, Customer agrees to be responsible for all applicable fees and charges as published at HercRentals.com, including, without limitation, environmental and emissions, refueling, vehicle licensing fees and transportation charges. Any equipment that is ordered by or on behalf of Customer locally at a Herc branch or other such location, that is not on the list of equipment in this schedule, will be negotiated locally at time of rental, up to an amount not to exceed the then-current list price for a standard rental shift, plus any additional hours, as published at HercRentals.com. Herc may at its sole discretion modify or terminate any pricing herein with 30 days notice to customer.*

**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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AERIAL - BOOM LIFTS

410	3190	BOOM ARTICULATED 60FT 4WD DSL	\$331	\$765	\$1,980
410	3200	BOOM ARTICULATED 60FT JIB 4WD DSL	\$331	\$765	\$1,980
410	4180	BOOM STRAIGHT 65FT JIB 4WD DF	\$347	\$790	\$2,039
410	4190	BOOM STRAIGHT 65FT JIB 4WD DSL	\$347	\$790	\$2,039
410	2500	BOOM STRAIGHT 60FT JIB 2WD ELEC	\$450	\$1,166	\$2,520
410	3205	BOOM ARTICULATED 60FT JIB 4WD HYB	\$450	\$1,166	\$2,520
410	2530	BOOM STRAIGHT 60FT JIB 4WD HYB	\$450	\$1,166	\$2,520
410	2510	BOOM STRAIGHT 60FT JIB 4WD ELEC	\$450	\$1,166	\$2,520
410	4150	BOOM STRAIGHT 60FT CRAWLER DSL	\$540	\$1,575	\$3,600
410	3290	BOOM ARTICULATED 80FT 4WD DSL	\$662	\$1,479	\$3,611
410	3300	BOOM ARTICULATED 80FT JIB 4WD DSL	\$662	\$1,479	\$3,611
410	3280	BOOM ARTICULATED 80FT JIB 4WD DF	\$662	\$1,479	\$3,611
410	3270	BOOM ARTICULATED 80FT 4WD DF	\$662	\$1,479	\$3,611
410	4230	BOOM STRAIGHT 80FT 4WD DF	\$662	\$1,479	\$3,611
410	4240	BOOM STRAIGHT 80FT 4WD DSL	\$662	\$1,479	\$3,611
410	4242	BOOM STRAIGHT 80FT 4WD DSL HIGH CAP	\$662	\$1,479	\$3,611
410	3261	BOOM ARTICULATED 80FT JIB BLK DSL	\$662	\$1,479	\$3,611
410	3231	BOOM ARTICULATED 80FT BLK DF	\$662	\$1,479	\$3,611
410	4300	BOOM STRAIGHT 85FT JIB 4WD DSL	\$694	\$1,527	\$3,668
410	4305	BOOM STRAIGHT 85FT JIB 4WD DSL HIGH CAP	\$694	\$1,527	\$3,668
410	4270	BOOM STRAIGHT 85FT JIB 4WD DF	\$694	\$1,527	\$3,668
410	4350	BOOM STRAIGHT 105FT JIB 4WD DSL	\$1,103	\$2,709	\$6,143
410	4400	BOOM STRAIGHT 120FT JIB 4WD DSL	\$1,197	\$3,024	\$6,874
410	3351	BOOM ARTICULATED 125FT JIB BLK DSL	\$1,197	\$3,024	\$6,874
410	4410	BOOM STRAIGHT 125FT JIB 4WD DSL	\$1,197	\$3,024	\$6,874
410	3350	BOOM ARTICULATED 125FT JIB 4WD DSL	\$1,197	\$3,024	\$6,874
410	3360	BOOM ARTICULATED 135FT JIB 4WD DSL	\$1,323	\$3,528	\$7,898
410	4420	BOOM STRAIGHT 135FT JIB 4WD DSL	\$1,323	\$3,528	\$7,898
410	4422	BOOM STRAIGHT 135FT 30FTJIB 4WD HIGH CAP	\$1,323	\$3,528	\$7,898
464	1016	COMPACT CRAWLER BOOM LIFT 40-44' BATTERY	\$1,817	\$3,828	\$8,242
464	1022	COMPACT CRAWLER BOOM LIFT 50-59' BATTERY	\$2,223	\$4,698	\$10,125
464	1036	COMPACT CRAWLER BOOM LIFT 70-79' BATTERY	\$3,078	\$6,885	\$13,770
464	1042	COMPACT WHEELED BOOM LIFT 90-99' HYB	\$3,476	\$7,343	\$15,836
410	4430	BOOM STRAIGHT 150FT JIB 4WD DSL	\$2,160	\$6,570	\$16,200
410	4440	BOOM STRAIGHT 180-185FT JIB 4WD DSL	\$3,690	\$8,991	\$21,150

AERIAL - PLATFORM LIFTS

400	1070	MAST LIFT 5-7FT PORTABLE BATT	\$86	\$162	\$284
400	1050	MAST LIFT 7FT PUSH AROUND	\$107	\$203	\$304
400	1040	MAST LIFT 5FT PUSH AROUND	\$98	\$203	\$304
400	1270	MAST LIFT 12FT DRIVABLE BATT	\$76	\$186	\$317

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>AERIAL - PLATFORM LIFTS</b>					
400	1100	MAST LIFT 13-15FT PORTABLE BATT	\$112	\$211	\$320
400	1200	MAST LIFT 20FT PUSH AROUND OTR BATT	\$86	\$205	\$322
405	1090	SCISSOR LIFT 19FT NARROW ELEC	\$90	\$171	\$333
400	1280	MAST LIFT 15FT-16FT DRIVABLE BATT	\$89	\$194	\$347
405	1070	SCISSOR LIFT 14FT 30IN ELEC	\$106	\$198	\$383
405	1080	SCISSOR LIFT 15FT NARROW ELEC	\$106	\$198	\$383
405	1085	SCISSOR LIFT 19FT NARROW COMPACT ELEC	\$106	\$198	\$383
405	1060	SCISSOR LIFT 12-13FT 30IN ELEC	\$106	\$198	\$383
400	1290	MAST LIFT 20FT DRIVABLE BATT	\$106	\$198	\$383
400	1210	MAST LIFT 25FT PUSH AROUND OTR BATT	\$103	\$268	\$421
405	1100	SCISSOR LIFT 20FT NARROW ELEC	\$106	\$221	\$428
405	1110	SCISSOR LIFT 20FT NARROW P-DECK ELEC	\$106	\$221	\$428
405	1140	SCISSOR LIFT 26FT 32" WIDE ELEC	\$117	\$225	\$473
405	1150	SCISSOR LIFT 26FT 46" WIDE ELEC	\$117	\$225	\$473
400	1220	MAST LIFT 30FT PUSH AROUND OTR BATT	\$133	\$293	\$520
400	1230	MAST LIFT 36FT PUSH AROUND OTR BATT	\$144	\$331	\$557
400	1240	MAST LIFT 40FT PUSH AROUND OTR BATT	\$154	\$378	\$594
405	1210	SCISSOR LIFT 32FT 46" WIDE ELEC	\$139	\$311	\$626
405	1200	SCISSOR LIFT 32FT 32" WIDE ELEC	\$144	\$328	\$675
405	1160	SCISSOR LIFT 26FT 69" WIDE ELEC	\$123	\$265	\$702
405	1170	SCISSOR LIFT 26FT AVIATION PKG ELEC	\$132	\$275	\$770
405	1220	SCISSOR LIFT 33-35FT 68-69" WIDE ELEC	\$164	\$410	\$878
405	1400	SCISSOR LIFT 26FT RT ELEC	\$199	\$457	\$961
405	1430	SCISSOR LIFT 26FT RT DF	\$199	\$457	\$961
405	1450	SCISSOR LIFT 26FT RT DSL	\$199	\$457	\$961
405	1440	SCISSOR LIFT 26FT RT OTR DF	\$212	\$489	\$1,024
405	1460	SCISSOR LIFT 26FT RT OTR DSL	\$212	\$489	\$1,024
405	1540	SCISSOR LIFT 33FT RT 69IN DECK DSL	\$223	\$520	\$1,087
405	1520	SCISSOR LIFT 33FT RT 69IN DECK DF	\$223	\$520	\$1,087
405	1260	SCISSOR LIFT 40FT 47" WIDE ELEC	\$183	\$457	\$1,097
405	1580	SCISSOR LIFT 33FT RT 84IN DECK DSL	\$230	\$529	\$1,106
405	1560	SCISSOR LIFT 33FT RT 84IN DECK DF	\$230	\$529	\$1,106
405	1600	SCISSOR LIFT 33FT RT 94IN DECK DF	\$237	\$539	\$1,148
405	1620	SCISSOR LIFT 33FT RT 94IN DECK DSL	\$237	\$539	\$1,148
405	1530	SCISSOR LIFT 33FT RT 69IN DECK OTR DF	\$237	\$536	\$1,150
405	1550	SCISSOR LIFT 33FT RT 69IN DECK OTR DSL	\$237	\$536	\$1,150
405	1570	SCISSOR LIFT 33FT RT 84IN DECK OTR DF	\$243	\$545	\$1,169
405	1590	SCISSOR LIFT 33FT RT 84IN DECK OTR DSL	\$243	\$545	\$1,169
405	1300	SCISSOR LIFT 45FT 55" WIDE ELEC	\$195	\$489	\$1,214
405	1270	SCISSOR LIFT 40FT 69" WIDE ELEC	\$195	\$489	\$1,214
405	1610	SCISSOR LIFT 33FT RT 94IN DECK OTR DF	\$250	\$554	\$1,260

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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AERIAL - PLATFORM LIFTS

405	1630	SCISSOR LIFT 33FT RT 94IN DECK OTR DL	\$250	\$554	\$1,260
405	1500	SCISSOR LIFT 33FT RT 69IN DECK HYB	\$266	\$564	\$1,323
405	1730	SCISSOR LIFT 40FT RT 69IN DECK DF	\$253	\$558	\$1,355
405	1700	SCISSOR LIFT 40FT RT 69IN DECK ELEC	\$253	\$558	\$1,355
405	1790	SCISSOR LIFT 40-45FT RT 94IN DECK DSL	\$260	\$567	\$1,386
405	1770	SCISSOR LIFT 40-45FT RT 94IN DECK DF	\$260	\$567	\$1,386
405	1290	SCISSOR LIFT 40FT 4WD 69" WIDE HYB	\$221	\$536	\$1,448
400	1310	MAST STYLE BOOM LIFT 26FT BATT	\$171	\$410	\$1,454
405	1710	SCISSOR LIFT 40FT RT 69IN DECK HYB	\$266	\$580	\$1,497
405	1800	SCISSOR LIFT 40-45FT RT 94IN DECKOUTRDSL	\$274	\$592	\$1,544
405	1780	SCISSOR LIFT 40-45FT RT 94IN DECKOUTR DF	\$274	\$592	\$1,544
405	1720	SCISSOR LIFT 40FT RT 69IN DECK OTR HYB	\$274	\$592	\$1,544
405	1485	SCISSOR LIFT 30FT RT 84IN SLEV DECK ELEC	\$338	\$788	\$1,733
400	1320	MAST STYLE BOOM LIFT 32FT BATT	\$220	\$504	\$1,836
405	1860	SCISSOR LIFT 50-53FT RT OTRIG DSL	\$304	\$725	\$1,887
405	1850	SCISSOR LIFT 50-53FT RT OTRIG DF	\$304	\$725	\$1,887

AERIAL - TOWABLE MANLIFTS

410	1010	BOOM TOWABLE 35FT BATTERY	\$241	\$574	\$1,386
410	1020	BOOM TOWABLE 35FT GAS	\$241	\$574	\$1,386
410	1040	BOOM TOWABLE 50FT GAS	\$284	\$736	\$1,638
410	1030	BOOM TOWABLE 50FT BATTERY	\$284	\$736	\$1,638

AERIAL-ACCESSORIES

415	1015	BOOM TURF TIRES 19.5X22.5NTOWHEELS 9HOLE	\$22	\$61	\$172
308	1000	CRANE ATTACHMENT FORKS	\$50	\$202	\$377
415	1000	GLAZIER PANEL LIFT KIT	\$39	\$110	\$379
415	1500	SCISSOR ATTCH 19' EXT DECK FOR GENIE SHU	\$86	\$162	\$383
415	1050	ZERO G TOOL HOLDER ATTACHMENT	\$103	\$365	\$689
415	1010	SAND TIRES W/RIM 24X5X11.75	\$86	\$312	\$727
420	0100	STRADDLE AERIAL ATTACHMENT	\$86	\$284	\$727

AIR FILTRATION

700	1520	AIR SCRUBBER HEPA 500 CFM	\$57	\$214	\$547
700	1560	AIR SCRUBBER HEPA 1400 CFM	\$81	\$306	\$689
700	1565	AIR SCRUBBER HEPA 2000 CFM	\$97	\$352	\$1,013
700	1570	AIR SCRUBBER HEPA 2400 CFM	\$97	\$352	\$1,013

AIR MOVING EQUIPMENT

710	1240	AIRMOVER 6 DIAMETER AIR	\$10	\$25	\$72
710	1260	AIRMOVER 8 DIAMETER AIR	\$12	\$29	\$79

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>AIR MOVING EQUIPMENT</u>					
710	1220	AIRMOVER 3 DIAMETER AIR	\$13	\$43	\$97
710	1280	AIRMOVER 10 DIAMETER AIR	\$16	\$40	\$112
710	1300	AIRMOVER 12 DIAMETER AIR	\$21	\$50	\$144
700	1420	BLOWER MANHOLE 8IN ELEC	\$37	\$130	\$292
700	1720	OZONE GENERATOR	\$37	\$130	\$292
140	3580	MANIFOLD AIR	\$41	\$111	\$310
700	1380	BLOWER MANHOLE 8IN GAS	\$41	\$144	\$324
700	1220	BLOWER HAZ LOC VANO 115V	\$49	\$119	\$331
710	1340	AIRMOVER 20 DIAMETER RF TYPE AIR	\$59	\$122	\$360
710	1360	AIRMOVER 20 DIAMETER CF TYPE AIR	\$59	\$122	\$360
700	1290	FAN MISTING OSCIL PORTABLE 19-40GAL ELEC	\$61	\$162	\$396
700	1240	FAN FLOOR 16-24IN HAZ LOC ELEC	\$81	\$144	\$431
700	1640	COOLER EVAPORATIVE PORT 36IN 115V ELEC	\$61	\$144	\$432
700	1635	COOLER EVAPORATIVE PORT 24IN 115V ELEC	\$61	\$144	\$432
140	2010	COMPRESSOR ATTACH WATER SEPARATOR	\$65	\$149	\$440
710	1320	AIRMOVER 24 DIAMETER AIR	\$75	\$148	\$443
700	1645	COOLER EVAPORATIVE PORT 48IN 115V ELEC	\$65	\$155	\$450
700	1230	BLOWER HAZ LOC 12 IN	\$69	\$180	\$493
140	2410	COMPRESSOR ATTACH MIST ELMIN 500-999 CFM	\$97	\$203	\$536
700	1280	FAN MISTING OSCIL PORTABLE 100 GAL ELEC	\$81	\$216	\$576
140	2110	COMPRESSOR ATTACH AFTER COOLER 1-500 CFM	\$81	\$230	\$612
700	1725	HYDROXYL GENERATOR LARGE AREA	\$122	\$360	\$648
700	1310	INSULATION BLOWER ELECTRIC	\$142	\$324	\$900
700	1642	COOLER EVAPORATIVE PORT 36IN HAZ LOC	\$118	\$302	\$900
140	2150	COMPRESSOR ATTACH AF COOLER 1001-2000CFM	\$219	\$463	\$1,033
140	2420	COMPRESSOR ATTACH MIST ELMIN1500-2000CFM	\$146	\$367	\$1,033
140	2210	COMPRESSOR ATTACH DRYER 1-249 CFM	\$149	\$449	\$1,283
140	2230	COMPRESSOR ATTACH DRYER 425-600 CFM	\$244	\$684	\$1,710
700	1320	VACUUM INSULATION REMOVAL GAS	\$239	\$850	\$1,912
140	2310	COMPRESSOR ATTACH DRYER W/AFCOOL 500 CFM	\$278	\$813	\$2,116
140	2250	COMPRESSOR ATTACH DRYER 1500-1800 CFM	\$300	\$898	\$2,437
140	2330	COMPRESSOR ATTACH DRYER W/AFCOOL 1000CFM	\$317	\$1,048	\$2,706
700	1800	AIR CURTAIN	\$543	\$1,152	\$3,240
140	2350	COMPRESSOR ATTACH DRYER W/AFCOOL 1600CFM	\$449	\$1,326	\$3,625
140	2270	COMPRESSOR ATTACH DRYER 2501-3000 CFM	\$577	\$1,582	\$4,446
140	2290	COMPRESSOR ATTACH DRYER 4501-5000 CFM	\$706	\$1,774	\$4,703

AIR MOVING EQUIPMENT - ACCESSORIES

925	2103	WHIPCHECK CABLE H/H 1/2 TO 1-1/4	\$7	\$14	\$24
925	3523	PROPANE RADIANT HEATER	\$9	\$14	\$27
925	2019	WHIP HOSE W/INLINE OILER 1/2	\$6	\$14	\$35

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b>AIR MOVING EQUIPMENT - ACCESSORIES</b>				
925	1714	AIR HOSE ASSY 3/8X50 CRWFT CPLNG	\$5	\$14 \$44
925	1715	AIR HOSE ASSY 3/8X50 QD CPLNG	\$10	\$25 \$53
925	4663	HVAC DUCT WYE ADAPTER 20"X12"X12	\$19	\$30 \$53
925	1734	AIR HOSE ASSY 3/4X50 CRWFT CPLNG	\$6	\$19 \$57
925	4125	HVAC DUCTING BLK 12X15 6P	\$9	\$24 \$61
925	4420	HVAC DUCTING WHT 12X10 6P	\$13	\$32 \$65
925	4230	HI HEAT DUCT BLK 12X25 6P 400/500 DEG	\$13	\$28 \$67
925	4455	HVAC DUCTING WHT 20X15 6P	\$8	\$24 \$71
925	1735	AIR HOSE ASSY 3/4X50 THOR CPLNG	\$16	\$46 \$77
925	4305	HVAC DUCTING YLW 8X25 6P	\$16	\$41 \$80
925	5105	CEILING TILE KIT 24X24 W/12 DUCT	\$21	\$41 \$81
925	5100	CEILING TILE 24X24 F/12 DUCT	\$21	\$41 \$81
925	3456	LPG/NG HEATER HOSE 1X50	\$12	\$31 \$86
925	4130	HVAC DUCTING BLK 12X25 6P	\$24	\$49 \$97
925	4430	HVAC DUCTING WHT 12X25 6P	\$24	\$49 \$97
925	4030	HEATER DUCT BLK 12X25 6P 300DEG	\$24	\$49 \$97
925	1811	AIR HOSE ASSY 2X50	\$13	\$34 \$103
925	5115	CEILING TILE KIT 24X24 W/16 DUCT	\$29	\$61 \$122
925	4440	HVAC DUCTING WHT 14X25 6P	\$29	\$61 \$122
925	4330	HVAC DUCTING YLW 12X25 6P	\$16	\$45 \$134
925	4450	HVAC DUCTING WHT 16X25 6P	\$37	\$73 \$142
925	4150	HVAC DUCTING BLK 16X25 6P	\$37	\$73 \$142
925	1814	AIR HOSE ASSY 2X50 HI PRESSURE	\$26	\$56 \$143
925	4462	HVAC DUCTING WHT/WHT 20X25 4P	\$18	\$53 \$149
925	4360	HVAC DUCTING YLW 20X25 6P	\$18	\$53 \$149
925	4160	HVAC DUCTING BLK 20X25 6P	\$18	\$54 \$151
925	1823	AIR HOSE ASSY 3X25	\$25	\$51 \$151
925	4552	HVAC DUCT WYE ADAPTER 20	\$19	\$55 \$158
925	4250	HI HEAT DUCT BLK 16X25 6P 400/500 DEG	\$41	\$81 \$162
925	3250	AIRMOVER LOW PROFILE FAN	\$21	\$81 \$183
925	3265	HI VELOCITY AXIAL FAN 25"	\$21	\$61 \$183
925	3260	AIRMOVER CARPET DRYER	\$21	\$81 \$183
925	1835	AIR HOSE ASSY 3X50 HI PRESSURE	\$50	\$129 \$241
925	3109	PEDESTAL FAN 30"	\$32	\$112 \$244
925	3210	AIRMOVER AXIAL VENT BLOWER 12 IN ELEC	\$29	\$113 \$256
925	4260	HI HEAT DUCT BLK 20X25 6P 400/500 DEG	\$37	\$102 \$256
925	1802	AIR HOSE ASSY 2X25	\$31	\$93 \$268
925	4460	HVAC DUCTING WHT 20X25 6P	\$41	\$121 \$281
925	2173	AIR MANIFOLD 15 GAL W/8 OUTLETS	\$34	\$105 \$301
925	3126	ROUND FLOOR FAN 42"	\$53	\$146 \$304
925	1808	AIR HOSE ASSY 2X25 HI PRESSURE	\$66	\$130 \$322

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>AIR MOVING EQUIPMENT - ACCESSORIES</u>					
925	3123	ROUND FLOOR FAN 36"	\$44	\$121	\$344
925	3263	AXIAL FAN 25"	\$45	\$134	\$353
925	3129	ROUND FLOOR FAN 48"	\$52	\$147	\$367
925	1829	AIR HOSE ASSY 3X25 HI PRESSURE	\$55	\$165	\$442
925	1832	AIR HOSE ASSY 3X50	\$62	\$186	\$551
<u>AIR TOOLS &amp; ACCESSORIES</u>					
100	5210	NAILER FLOORING AIR	\$32	\$115	\$243
<u>CABLE POWER TEMP</u>					
940	0770	FEMALE PIGTAIL 2/0 UNDER 10FT	\$3	\$6	\$12
940	0880	MALE PIGTAIL 4/0 UNDER 10FT	\$2	\$6	\$13
940	0775	MALE PIGTAIL 2/0 UNDER 10FT	\$3	\$7	\$14
940	0870	FEMALE PIGTAIL 4/0 UNDER 10FT	\$2	\$6	\$15
940	0810	CABLE 4/0 25FT CAMLOCK	\$8	\$9	\$22
940	0576	MALE PIGTAIL 2 UNDER 10FT 5 BANDED	\$10	\$18	\$26
940	0571	FEMALE PIGTAIL 2 UNDER 10FT 5 BANDED	\$10	\$18	\$27
940	0265	CABLE 8/5 50FT BARE	\$10	\$10	\$28
940	0160	CABLE 10/4 50FT 30A	\$4	\$10	\$29
940	2714	EXTENSION CORD 12/3 50FT	\$11	\$20	\$43
940	0575	MALE PIGTAIL 2 UNDER 10FT	\$6	\$16	\$48
940	0570	FEMALE PIGTAIL 2 UNDER 10FT	\$7	\$16	\$49
940	2716	EXTENSION CORD 12/3 100FT	\$10	\$23	\$56
940	2724	EXTENSION CORD 10/3 50FT	\$9	\$22	\$57
940	2970	CABLE RAMP	\$14	\$26	\$59
940	2652	QUAD BOX CABLE 10/5 50FT L2130	\$13	\$32	\$82
940	2640	QUAD BOX CABLE 12/5 50FT L2120	\$13	\$33	\$82
940	0815	CABLE 4/0 50FT CAMLOCK	\$21	\$59	\$113
940	0820	CABLE 4/0 100FT CAMLOCK	\$30	\$60	\$119
940	2514	SPIDER BOX CABLE 6/4 50FT 50A CS	\$20	\$56	\$121
940	2642	QUAD BOX CABLE 12/5 100FT L2120	\$24	\$46	\$122
940	0715	CABLE 2/0 50FT CAMLOCK	\$24	\$62	\$130
940	0516	CABLE 2 50FT CAMLOCK 5 BANDED	\$29	\$66	\$136
940	2654	QUAD BOX CABLE 10/5 100FT L2130	\$21	\$49	\$161
940	2610	QUAD BOX STRING 3 BOX 20A 50' W/L2120	\$21	\$50	\$165
940	2520	SPIDER BOX 50A CS IN/6X20A STR/1X30A TL	\$32	\$92	\$181
940	0720	CABLE 2/0 100FT CAMLOCK	\$41	\$96	\$205
940	2516	SPIDER BOX CABLE 6/4 100FT 50A CS	\$36	\$107	\$224
940	2123	DISTRO BOX 100A CAM SET IN/12X20A OUT	\$57	\$100	\$231
940	2626	QUAD BOX STRING 3 BOX 30A 50' W/L2130	\$33	\$94	\$286
940	2256	DISTRO BOX 200A CAM SET IN/6X50A CS	\$65	\$162	\$405

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>CABLE POWER TEMP</u>					
940	2120	DISTRO BOX 100A CAM SET IN/5X20A OUT	\$65	\$162	\$405
940	2305	DISTRO BOX 400A CAM SET IN/6X50A CS	\$85	\$323	\$642
940	2312	DISTRO BOX 400A CAM SET IN/10X50A CS	\$174	\$504	\$995
<u>CLEANING AND RESTORATION</u>					
719	2020	DEHUMIDIFIER LGR 60-80 PPD ELEC	\$41	\$153	\$345
105	2025	WASHER 2000-2999 PSI ELEC	\$65	\$230	\$486
105	2010	WASHER 1000 PSI ELEC 120V 12.5-15AMP	\$65	\$230	\$486
105	2020	WASHER 2000-2999 PSI GAS	\$65	\$230	\$486
105	2030	WASHER 2000-2999 PSI LPN	\$65	\$230	\$486
105	2000	WASHER 1000-1999 PSI GAS	\$65	\$230	\$486
719	2040	DEHUMIDIFIER LGR 130-200 PPD ELEC	\$57	\$268	\$536
105	2050	WASHER 3000-3999 PSI GAS	\$81	\$288	\$608
105	2060	WASHER 4000-4999 PSI GAS	\$81	\$288	\$608
105	2040	WASHER 3000 PSI DSL	\$97	\$346	\$729
719	2060	DEHUMIDIFIER DESICCANT 400 CFM	\$138	\$325	\$777
105	2070	WASHER 5000-5999 PSI GAS	\$113	\$403	\$851
105	2505	WASHER 1000-1999 PSI HOT WATER ELEC	\$130	\$461	\$972
105	2500	WASHER 2000-2999 PSI HOT WATER GAS	\$130	\$461	\$972
105	2515	WASHER 3000-3999 PSI HOT WATER GAS	\$146	\$518	\$1,094
105	2800	WASHER TRAILER MOUNTED 3000 PSI DSL	\$256	\$612	\$1,317
105	2525	WASHER 3000-3999 PSI HOT WATER DSL	\$256	\$612	\$1,317
105	2810	WASHER TRAILER MNT 3000-4000PSI HOT GAS	\$256	\$612	\$1,317
105	2830	WASHER TRAILER MNT 3000-3999PSI HOT DSL	\$256	\$612	\$1,317
719	1005	1200 CFM DESICCANT DEHUMIDIFIER 1PH 240V	\$162	\$459	\$1,377
100	5150	DRY ICE BLASTING PACKAGE 40LB	\$278	\$693	\$2,078
719	1010	2000/1000 CFM DESICCANT DEHUMID 3PH 460V	\$385	\$957	\$2,295
719	1030	7500/5500CFM DESICCANT DEHU 3PH460VTRIFU	\$810	\$1,530	\$4,590
719	2080	DEHUMIDIFIER DESICCANT 800-900 CFM	\$648	\$1,836	\$5,508
719	1020	5000 CFM DESICCANT DEHUMID 3PH460V	\$1,499	\$5,783	\$17,595
<u>CLIMATE &amp; HEATING EQUIPMENT</u>					
715	0405	50K BTU DIRECT FORCED AIR HEATER LPG/NG	\$24	\$69	\$122
715	0010	1.6KW ELECT HEATER 110V	\$16	\$61	\$122
715	1620	200K BTU HARD HAT HEATER LP	\$21	\$50	\$131
715	0005	1.5KW STANDUP INFRARED ELECT HEATER 120V	\$24	\$80	\$185
715	1605	30K BTU RADIANT HEATER W/MANIFOLD LPG	\$41	\$104	\$199
715	1610	40K BTU PATIO HEATER LP	\$41	\$104	\$199
715	0408	50K-60K BTU RADIANT HEATER DSL	\$41	\$115	\$237
715	0410	80K BTU DIRECT FORCED AIR HEATER KERO	\$41	\$115	\$237
715	0415	80K BTU DIRECT FORCED AIR HEATER LPG	\$41	\$115	\$237

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CLIMATE &amp; HEATING EQUIPMENT</b>					
715	0020	5-20KW VAR ELECT HEATER 1 - 4 PLUG 110V	\$41	\$122	\$237
715	0025	6KW ELECT HEATER 240V 1PH	\$41	\$122	\$237
715	0205	80K BTU HEATER 1400 CFM WALL MOUNTED	\$41	\$104	\$253
715	0030	6-10KW VAR ELECT HEATER 240V 1PH	\$45	\$126	\$257
715	0430	150K BTU DIRECT FORCED AIR HEATER LPG/NG	\$49	\$138	\$270
715	0420	150K BTU DIRECT FORCED AIR HEATER KERO	\$49	\$138	\$270
715	0440	170K BTU DIRECT FORCED AIR HEATER LPG/NG	\$61	\$172	\$304
715	0445	170K BTU DIRECT FORCED AIR HEATER KERO	\$61	\$172	\$304
715	0045	15KW ELECT HEATER 480V 3PH SALAMANDER	\$53	\$141	\$328
715	0040	15KW ELECT HEATER 240V 1PH SALAMANDER	\$53	\$141	\$328
715	0450	200K BTU DIRECT FORCED AIR HEATER KERO	\$69	\$192	\$338
715	0055	15-20KW VAR ELECT HEATER 208V/240V 3 PH	\$65	\$184	\$395
715	0050	13-20KW VAR ELECT HEATER 240V 3PH	\$65	\$184	\$395
715	0435	150K BTU RADIANT HEATER DSL	\$77	\$218	\$422
715	0046	18KW ELECT HEATER 208V 1PH/240V 3PH	\$81	\$207	\$469
715	0460	400K BTU DIRECT FORCED AIR HEATER LPG	\$89	\$218	\$473
715	0462	400K BTU DIRECT FORCED AIR HEATER LPG/NG	\$102	\$287	\$507
715	0470	400K BTU DIRECT FORCED AIR HEATER KERO	\$102	\$287	\$507
715	0060	30KW ELECT HEATER 480V 3PH	\$97	\$230	\$557
715	0610	200K BTU INDIR FORCED AIR HEATER DSL	\$102	\$287	\$574
715	0615	200K BTU INDIR FORCED AIR HEATER NG	\$102	\$287	\$574
718	1100	1 TON PORT AIR CONDITIONER 120V	\$86	\$199	\$593
718	1102	1 TON PORT AIR CONDITIONER W/HEAT 120 V	\$86	\$199	\$593
715	0480	650K BTU DIRECT FORCED AIR HEATER KERO	\$118	\$268	\$608
718	1103	1 TON PORT AIR COND WATERCOOLED 120V	\$102	\$264	\$651
718	1104	1.2 TON PORT AIR COND W HEAT 5-20P PLUG	\$102	\$264	\$651
716	1000	HEATER ATTACHMENT HOSE REEL	\$162	\$306	\$675
715	0630	400K BTU INDIR FORCED AIR HEATER LPG/NG	\$146	\$383	\$844
715	0120	1.35M BTU STAINLESS STEEL HEAT EXCHANGER	\$118	\$329	\$868
718	1130	3 TON PORT AIR CONDITIONER 1PH 208/230V	\$162	\$383	\$906
715	0620	400K BTU INDIR FORCED AIR HEATER DSL	\$154	\$401	\$912
715	0070	60KW ELECT HEATER 480V 3P	\$122	\$421	\$1,013
715	0490	1M BTU DIRECT FORCED AIR HEATER LPG/NG	\$158	\$421	\$1,013
715	0632	600K BTU INDIR FORCED AIR HEATER LPG/NG	\$194	\$498	\$1,114
715	0550	1.5M BTU DIRECT FORCED AIR HEATER LPG/NG	\$203	\$498	\$1,182
715	0220	60KW ELECT INLINE HEATER 220V/460V 3PH	\$203	\$517	\$1,249
718	1145	5 TON AIR COND INDOOR 1PH 208/230V	\$203	\$536	\$1,282
718	1170	5 TON AIR CONDITION SKID 20KW HEAT	\$183	\$428	\$1,282
718	1160	5 TON PORT AIR COND W/HEAT 3PH 208/230V	\$183	\$428	\$1,282
718	1155	5 TON AIR CONDITIONER INDOOR 3PH 460V	\$203	\$536	\$1,282
718	1147	5 TON AIR COND INDOOR W/HEAT 3PH 208/230	\$231	\$605	\$1,450

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CLIMATE &amp; HEATING EQUIPMENT</b>					
715	0635	700K BTU INDIR FORCED AIR HEATER LP/NG	\$324	\$689	\$1,823
715	0640	750K BTU INDIR FORCED AIR HEATER LPG/NG	\$324	\$689	\$1,823
715	0645	750K BTU INDIR FORCED AIR HEATER DSL	\$324	\$689	\$1,823
718	1960	75 TON CHILLED WATER AIR HANDLER	\$304	\$746	\$2,156
718	1520	20 TON VERT AIR CONDITIONER	\$345	\$880	\$2,160
718	1525	20 TON VERT AIR CONDITION 72KW HEAT	\$345	\$880	\$2,160
715	0650	900K BTU INDIR FORCED AIR HEATER LPG/NG	\$405	\$918	\$2,160
718	1210	10 TON AIR CONDITION SKID 36KW HEAT	\$320	\$765	\$2,160
718	2650	120 TON CHILLED WATER AIR HANDLER	\$332	\$792	\$2,232
715	0140	3.8M BTU STAINLESS STEEL HEAT EXCHANGER	\$304	\$860	\$2,278
715	0660	1M BTU INDIR FORCED AIR HEATER LP/NG	\$426	\$995	\$2,295
718	1305	12 TON PORT AIR COND W/HEAT 3PH 230V	\$729	\$1,377	\$2,304
718	2550	100 TON VERT CHILLED WATER HANDLER	\$332	\$792	\$2,372
718	1300	12 TON AIR CONDITIONER NARW 3PH 208/230V	\$345	\$880	\$2,448
718	1310	12 TON PORT AIR COND W/HEAT 3PH 460V	\$345	\$880	\$2,448
718	1175	5 TON AIR CONDITION SKID 9KW HEAT NEMA7	\$356	\$842	\$2,525
718	1302	12 TON PORT AIR COND W/HEAT 3PH 208/230V	\$810	\$1,683	\$2,592
715	0235	150KW IND ELECT HEATER 480V 3PH 1/2IN SP	\$527	\$1,110	\$2,667
718	1950	50 TON CHILLED WATER AIR HANDLER	\$405	\$957	\$2,700
718	1700	30 TON VERT AIR CONDITIONER	\$405	\$1,052	\$2,844
718	1610	25 TON AIR CONDITION SKID 72KW HEAT	\$405	\$1,052	\$2,844
718	1500	20 TON INDUSTRIAL AIR CONDITIONER	\$466	\$1,102	\$3,110
718	1750	30 TON AIR COOLED CHILLER W PUMP	\$454	\$1,278	\$3,600
718	1505	20 TON INDUSTRIAL AIR CONDITIONER NEMA7	\$559	\$1,316	\$3,715
715	0240	150KW IND ELECT HEATER 480V 3PH 5IN SP	\$790	\$1,664	\$4,000
718	1800	40 TON INDUSTRIAL AIR CONDITIONER	\$486	\$1,377	\$4,320
715	0695	2M BTU INDIR FORCED AIR HEATER LP/NG	\$851	\$1,989	\$4,590
718	2660	140 TON VERT CHILLED WATER AIR HANDLER	\$647	\$1,751	\$4,608
718	1830	40 TON HYBRID AIR COND 120KW HEAT	\$689	\$1,607	\$4,752
718	2050	60 TON AIR COOLED CHILLER W PUMP	\$729	\$1,722	\$4,860
718	1805	40 TON INDUSTRIAL AIR CONDITIONER NEMA7	\$891	\$1,989	\$5,141
718	2100	65 TON INDUSTRIAL AIR CONDITIONER	\$770	\$1,875	\$5,184
715	0820	1.2M BTU SELF CONTAINED HEATER DSL	\$1,215	\$2,678	\$5,400
715	0810	800K BTU SELF CONTAINED HEATER DSL	\$1,215	\$2,678	\$5,400
715	1010	234K BTU HYDRONIC SURFACE HEATER DSL	\$1,215	\$2,678	\$5,738
715	1020	385K BTU HYDRONIC SURFACE HEATER DSL	\$1,215	\$2,678	\$5,738
718	2030	60 TON HYBRID AIR COND 136KW HEAT	\$1,256	\$2,487	\$6,300
715	1210	500K BTU 3500 CFM FLAMELESS HEATER DSL	\$1,215	\$2,678	\$6,413
715	1030	600K BTU HYDRONIC SURFACE HEATER DSL	\$1,337	\$3,060	\$6,683
715	1220	750K BTU 5500 CFM FLAMELESS HEATER DSL	\$1,377	\$2,907	\$7,088
718	2300	80 TON INDUSTRIAL AIR CONDITIONER	\$1,377	\$2,869	\$7,236

US COMMUNITIES PLATINUM 2019

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**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>CLIMATE &amp; HEATING EQUIPMENT</b>					
718	2305	80 TON INDUSTRIAL AIR CONDITIONER NEMA7	\$1,499	\$3,060	\$7,992
718	2560	100 TON AIR COOLED CHILLER W PUMP	\$1,053	\$2,869	\$8,033
715	1230	1M BTU 6000 CFM FLAMELESS HEATER DSL	\$1,722	\$4,437	\$8,775
718	3060	200 TON AIR COOLED CHILLER W PUMP	\$1,742	\$4,973	\$12,164
<b>CLIMATE &amp; HEATING EQUIPMENT - ACCESSORIES</b>					
779	2201	CHILLER LOOP HOSE 2X10 W/CAMLOCKS	\$6	\$13	\$21
779	2205	CHILLER LOOP HOSE 2X25 W/CAMLOCKS	\$16	\$16	\$32
779	2401	CHILLER LOOP HOSE 4"X10' W/CAMLOCKS	\$14	\$41	\$121
779	2405	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS	\$24	\$66	\$184
779	2501	CHILLER LOOP HOSE 6"X10' W/CAMLOCKS	\$29	\$77	\$203
779	2505	CHILLER LOOP HOSE 6"X25' W/CAMLOCKS	\$34	\$85	\$228
<b>COMPACTION EQUIPMENT</b>					
150	3100	ROLLER SOLAR REMOTE	\$17	\$32	\$92
150	1040	RAMMER SAND	\$26	\$88	\$185
150	2990	ROLLER ATTACHMENT SMOOTH DRUM	\$41	\$108	\$284
150	1720	TAMPER 30LB 6IN AIR	\$41	\$144	\$304
150	1060	RAMMER JUMPING JACK 1LB - 99LB GAS	\$63	\$180	\$315
150	1080	RAMMER JUMPING JACK 100LB - 199LB GAS	\$63	\$180	\$315
150	1740	TAMPER 40LB 6IN AIR	\$45	\$158	\$334
150	1240	PLATE COMPACTOR 100LB TO 199LB GAS	\$63	\$180	\$356
150	1260	PLATE COMPACTOR UP TO 299LB GAS	\$63	\$180	\$356
150	2950	ROLLER ATTACHMENT PADFOOT 5 TON	\$51	\$146	\$413
150	1420	PLATE COMPACTOR 100LB TO 199LB REVERSBLE	\$63	\$214	\$447
150	1440	PLATE COMPACTOR 200LB TO 299LB REVERSBLE	\$74	\$252	\$527
150	1460	PLATE COMPACTOR 300LB TO 399LB REVERSBLE	\$74	\$252	\$527
150	1140	RAMMER JUMPING JACK 100LB - 199LB DSL	\$77	\$265	\$553
150	1120	RAMMER 100LB TO 199LB ELEC	\$77	\$265	\$553
150	2960	ROLLER ATTACHMENT PADFOOT 8 TON	\$107	\$304	\$612
150	1480	PLATE COMPACTOR 400LB TO 499LB REVERSBLE	\$93	\$315	\$658
150	2020	ROLLER WALKBEHIND DOUBLE DRUM 25IN GAS	\$134	\$356	\$669
150	2040	ROLLER WALKBEHIND SINGLE DRUM 28IN GAS	\$134	\$356	\$669
150	2100	ROLLER WALKBEHIND SINGLE DRUM 30IN GAS	\$142	\$367	\$709
150	2970	ROLLER ATTACHMENT PADFOOT 11 TON	\$129	\$345	\$765
150	1500	PLATE COMPACTOR 500LB TO 599LB REVERSBLE	\$112	\$378	\$790
150	3240	TAMPER ATTACHMENT 3000LB TO 3999LB	\$110	\$389	\$820
150	1520	PLATE COMPACTOR 600LB TO 699LB REVERSBLE	\$122	\$416	\$869
150	1540	PLATE COMPACTOR 700LB TO 799LB REVERSBLE	\$130	\$441	\$922
150	3260	TAMPER ATTACHMENT 6000LB TO 6999LB	\$129	\$486	\$1,033
150	2820	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	\$158	\$432	\$1,035

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**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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COMPACTION EQUIPMENT

150	2840	ROLLER RIDE-ON SMOOTH 47IN DBL 2 TON DSL	\$227	\$540	\$1,373
150	2860	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	\$227	\$540	\$1,373
150	1560	PLATE COMPACTOR 900LB TO 999LB REVERSBLE	\$203	\$693	\$1,448
150	1580	PLATE COMPACTOR 1000 TO 1100LB REVERSBLE	\$203	\$693	\$1,448
150	1600	PLATE COMPACTOR 1100LB-1199LB REVERSBLE	\$212	\$718	\$1,500
150	2720	ROLLER RIDE-ON SMOOTH 42IN SNG 2 TON	\$239	\$630	\$1,544
150	2260	ROLLER TRENCH VIBRA DBL DRUM 32IN DSL	\$320	\$756	\$1,654
150	2220	ROLLER TRENCH VIBRA DBL DRUM 22IN DSL	\$320	\$756	\$1,654
150	3300	TAMPER ATTACHMENT 11000LB TO 11999LB	\$214	\$810	\$1,722
150	3320	TAMPER ATTACHMENT 24000LB TO 24999LB	\$235	\$891	\$1,894
150	2730	ROLLER RIDE-ON SMOOTH 54IN SNG 5 TON	\$401	\$954	\$2,237
150	2760	ROLLER RIDE-ON SMOOTH 66IN SNG 8 TON	\$482	\$1,206	\$2,646
150	2560	ROLLER RIDE-ON PADFT 54IN SNG 5 TON	\$446	\$1,361	\$3,024
150	2580	ROLLER RIDE-ON PADFT 66IN SNG 8 TON	\$507	\$1,404	\$3,150
150	2880	ROLLER RIDE-ON SMOOTH 66IN DBL 7 TON DSL	\$588	\$1,826	\$3,393
150	2770	ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON	\$559	\$1,476	\$3,654
150	2920	ROLLER RIDE-ON SMOOTH 66IN DBL 11TON DSL	\$677	\$1,959	\$3,686
150	2600	ROLLER RIDE-ON PADFT 84IN SNG 11 TON	\$588	\$1,584	\$3,843
150	2620	ROLLER RIDE-ON PADFT 84IN SNG 14 TON	\$689	\$1,764	\$4,284

COMPRESSORS

140	1720	COMPRESSOR STATIONARY 25 CFM GAS	\$65	\$140	\$304
140	1605	COMPRESSOR RECIPROCATING 3HP ELEC	\$45	\$119	\$320
140	1060	COMPRESSOR PORTABLE 8 CFM GAS	\$45	\$158	\$334
140	1040	COMPRESSOR PORTABLE 7 CFM ELECTRIC	\$45	\$158	\$334
140	1020	COMPRESSOR PORTABLE 4 CFM ELECTRIC	\$45	\$158	\$334
140	1105	COMPRESSOR PORTABLE 17 CFM GAS	\$49	\$173	\$365
140	1100	COMPRESSOR PORTABLE 14 CFM GAS	\$49	\$173	\$365
140	1120	COMPRESSOR 50-60CFM PORTABLE GAS	\$57	\$194	\$372
140	1220	COMPRESSOR TOWABLE 100-125 CFM DSL	\$81	\$192	\$426
140	1260	COMPRESSOR TOWABLE 175-195 CFM DSL	\$95	\$198	\$473
140	1280	COMPRESSOR TOWABLE 200-245 CFM DSL	\$178	\$342	\$793
140	1640	COMPRESSOR ROTARY 130CFM ELEC	\$146	\$383	\$936
140	1360	COMPRESSOR TOWABLE 125PSI 375-425CFM DSL	\$239	\$559	\$1,346
140	1645	COMPRESSOR ROTARY 240CFM ELEC	\$183	\$498	\$1,368
140	1650	COMPRESSOR ROTARY 240CFM 125PSI ELEC	\$203	\$536	\$1,440
140	1655	COMPRESSOR ROTARY 365CFM ELEC	\$203	\$536	\$1,440
140	1500	COMPRESSOR OFF SHORE 375CFM DSL	\$243	\$651	\$1,728
140	1660	COMPRESSOR ROTARY 365CFM 125PSI ELEC	\$284	\$804	\$2,016
140	1670	COMPRESSOR ROTARY 500CFM 125PSI ELEC	\$304	\$880	\$2,160
140	1675	COMPRESSOR ROTARY 750CFM ELEC	\$324	\$957	\$2,340

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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COMPRESSORS

140	1375	COMPRESSOR TOWABLE 750CFM DSL	\$449	\$1,215	\$2,592
140	1380	COMPRESSOR TOWABLE 825CFM DSL	\$471	\$1,296	\$2,673
140	1680	COMPRESSOR ROTARY 750CFM 125PSI ELEC	\$405	\$1,129	\$3,060
140	1690	COMPRESSOR ROTARY 1000CFM 125PSI ELEC	\$446	\$1,186	\$3,420
140	1685	COMPRESSOR ROTARY 900CFM ELEC	\$446	\$1,186	\$3,420
140	1420	COMPRESSOR TOWABLE INST QUAL 750CFM DSL	\$620	\$1,458	\$3,645
140	1385	COMPRESSOR TOWABLE 900CFM DSL	\$556	\$1,620	\$4,050
140	1460	COMPRESSOR TOWABLE INST QUAL 915CFM DSL	\$680	\$1,701	\$4,455
140	1695	COMPRESSOR ROTARY 1500CFM ELEC	\$608	\$1,607	\$4,500
140	1700	COMPRESSOR ROTARY 1500CFM 125PSI ELEC	\$628	\$1,733	\$4,680
140	1400	COMPRESSOR TOWABLE 1600CFM DSL	\$813	\$2,106	\$5,585
140	1480	COMPRESSOR TOWABLE INS QUAL 1600CFM DSL	\$984	\$2,426	\$5,666

CONCRETE & MASONRY EQUIPMENT

100	1860	CONCRETE W/B PUSH BUGGY 8 CU FT	\$21	\$72	\$152
100	1850	CONCRETE W/B PUSH BUGGY 6 CU FT	\$21	\$72	\$152
230	1640	DEMOLITION ROBOT BUCKET 30 SMOOTH DXR140	\$26	\$64	\$193
230	1650	DEMOLITION ROBOT BUCKET 30 SMOOTH DXR300	\$26	\$64	\$193
230	1600	DEMOLITION ROBOT BUCKET 12 SMOOTH DXR140	\$26	\$64	\$193
230	1610	DEMOLITION ROBOT BUCKET 12 SMOOTH DXR300	\$26	\$64	\$193
100	1900	CONCRETE BUCKET 1/2 YD	\$32	\$83	\$203
100	1920	CONCRETE BUCKET 1 YD	\$37	\$94	\$243
100	1910	CONCRETE BUCKET 3/4 YD	\$37	\$94	\$243
100	1930	CONCRETE BUCKET 1-1/2 YD	\$53	\$130	\$347
100	1940	CONCRETE BUCKET 2 YD	\$61	\$158	\$361
100	1610	CONCRETE MIXER 2 CU. FT. ELEC	\$49	\$173	\$365
100	2710	CONCRETE CUTOFF SAW 14IN HAND HELD ELEC	\$49	\$173	\$365
100	1620	CONCRETE MIXER 3-5CU. FT. ELEC	\$49	\$173	\$365
100	2700	CONCRETE CUTOFF SAW 12IN DUSTLES HH ELEC	\$49	\$173	\$365
100	2980	CONCRETE CRACK REPAIR SAW 8IN GAS	\$61	\$162	\$392
100	1660	CONCRETE MIXER 4 CU. FT. GAS	\$53	\$187	\$395
100	3230	TILE SAW 10IN ELEC	\$53	\$187	\$395
100	2750	CONCRETE CUTOFF SAW 14IN HAND HELD AIR	\$53	\$187	\$395
100	1720	MORTAR MIXER 4 CU. FT. ELEC	\$53	\$187	\$395
100	3210	TILE AND STONE COMBICUT SAW 8IN ELEC	\$53	\$187	\$395
100	3220	TILE AND STONE COMBICUT SAW 10IN ELEC	\$53	\$187	\$395
100	1950	CUTTER REBAR UP TO 1 IN	\$53	\$187	\$395
100	2110	CONCRETE VIBRATOR 1HP ELEC	\$53	\$187	\$395
100	2120	CONCRETE VIBRATOR 2HP ELEC	\$53	\$187	\$395
100	2130	CONCRETE VIBRATOR 3HP ELEC	\$53	\$187	\$395
100	2330	CONCRETE VIBRATOR AIR	\$53	\$187	\$395

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CONCRETE &amp; MASONRY EQUIPMENT</b>					
100	2550	CONCRETE TROWEL MACHINE 36IN W/B ELEC	\$61	\$216	\$406
100	1640	CONCRETE MIXER 6 CU. FT. ELEC	\$57	\$202	\$426
100	2360	CONCRETE VIBRATOR BACKPACK GAS	\$57	\$202	\$426
100	1880	CONCRETE TRACK POWER BUGGY 10 CU. FT.	\$89	\$238	\$446
100	2780	CONCRETE CUTNBRK SAW 16IN HAND HELD GAS	\$61	\$216	\$455
100	2730	CONCRETE CUTOFF SAW 14IN HAND HELD GAS	\$61	\$216	\$455
100	2720	CONCRETE CUTOFF SAW 12IN HAND HELD GAS	\$61	\$216	\$455
100	2510	CONCRETE SCREED PORTABLE OVER 16FT GAS	\$65	\$230	\$486
100	2500	CONCRETE SCREED PORTABLE 10-16FT GAS	\$65	\$230	\$486
100	1650	CONCRETE MIXER 9 CU. FT. ELEC	\$65	\$230	\$486
100	2595	CONCRETE TROWEL MACHINE 24IN W/B GAS	\$69	\$245	\$517
100	2930	CONCRETE PUSH W/B SAW 14IN BLADE AIR	\$69	\$245	\$517
100	2740	CONCRETE CUTOFF SAW 16IN HAND HELD GAS	\$69	\$245	\$517
100	2810	CONCRETE PUSH W/B SAW 10-19 HP GAS	\$69	\$245	\$517
100	2600	CONCRETE TROWEL MACHINE 36IN W/B GAS	\$69	\$245	\$517
100	2230	HIGH FREQ INTERNAL CONCRETE VIBRATOR	\$69	\$245	\$517
100	3080	CONCRETE BRICK SAW 14IN GAS	\$73	\$259	\$547
100	3070	CONCRETE BRICK SAW 14IN ELEC	\$73	\$259	\$547
100	2695	CHAIN SAW 14IN HYD	\$97	\$252	\$561
100	1750	MORTAR MIXER 7 CU. FT. GAS	\$77	\$274	\$577
100	2610	CONCRETE TROWEL MACHINE 46IN W/B GAS	\$77	\$274	\$577
100	1690	CONCRETE MIXER 9 CU. FT. GAS	\$77	\$274	\$577
100	1740	MORTAR MIXER 6 CU. FT. GAS	\$77	\$274	\$577
100	1770	MORTAR MIXER 9 CU. FT. GAS	\$77	\$274	\$577
100	1670	CONCRETE MIXER 6 CU. FT. GAS	\$77	\$274	\$577
100	2620	CONCRETE TROWEL MACHINE 48IN W/B GAS	\$77	\$274	\$577
100	1760	MORTAR MIXER 8 CU. FT. GAS	\$77	\$274	\$577
100	2870	CONCRETE PUSH W/B SAW 0-9 HP ELEC	\$81	\$288	\$608
100	1780	MORTAR MIXER 12 CU. FT. GAS	\$86	\$302	\$638
100	1710	CONCRETE MIXER 12 CU. FT. GAS	\$86	\$302	\$638
100	2820	CONCRETE SELFPROP W/B SAW 10-19 HP GAS	\$102	\$360	\$760
100	2940	CONCRETE SELFPROP W/B SAW 18IN BLADE AIR	\$102	\$360	\$760
100	2880	CONCRETE SELFPROP W/B SAW 0-9 HP LPN	\$102	\$360	\$760
100	1870	CONCRETE WHEEL POWER BUGGY 16 CU. FT.	\$134	\$414	\$763
100	2950	CONCRETE EARLY ENTRY SAW PUSH 1.18IN GAS	\$110	\$389	\$820
610	1600	TRAILER MIXING 27 CF 7000 LB	\$113	\$403	\$851
100	2970	CONCRETE EARLY ENTRY SAW W/B 2.75IN GAS	\$207	\$410	\$878
100	2960	CONCRETE EARLY ENTRY SAW W/B 1.5IN GAS	\$207	\$410	\$878
100	2840	CONCRETE SELFPROP W/B SAW 20-29 HP GAS	\$122	\$432	\$912
610	1620	TRAILER MIXING 50 CF 10000 LB	\$122	\$432	\$912
100	2895	CONCRETE SELFPROP W/B SAW 20-29 HP LPN	\$130	\$461	\$979

US COMMUNITIES PLATINUM 2019

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Pricing Schedule #: PENDING

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CONCRETE &amp; MASONRY EQUIPMENT</b>					
230	1200	BREAKER DEMOLITION ROBOT 310LB DXR140	\$149	\$342	\$1,026
100	1885	CONCRETE TRACK POWER BUGGY 14 CU.FT.	\$142	\$504	\$1,030
100	1890	CONCRETE TRACK POWER BUGGY 16 CU. FT.	\$150	\$533	\$1,124
100	1865	CONCRETE WHEEL POWER BUGGY 16 CU FT. LPG	\$150	\$533	\$1,124
100	2850	CONCRETE SELFPROP W/B SAW 30-39 HP GAS	\$199	\$612	\$1,276
230	1210	BREAKER DEMOLITION ROBOT 440LB DXR300	\$171	\$428	\$1,283
230	1300	DEMOLITION ROBOT ATTCH GRAPPLER DXR140	\$171	\$428	\$1,283
230	1310	DEMOLITION ROBOT ATTCH GRAPPLER DXR300	\$171	\$428	\$1,283
100	2910	CONCRETE SELFPROP W/B SAW 40 - 49 HP DSL	\$259	\$716	\$1,485
100	2650	CONCRETE TROWEL 96IN POWER RIDE-ON GAS	\$203	\$720	\$1,519
100	3410	CURB MOLDING MACHINE GAS	\$316	\$882	\$1,998
100	2925	CONCRETE SELFPROP W/B SAW 70 - 79 HP DSL	\$401	\$1,062	\$2,194
230	1410	DEMOLITION ROBOT ATTCH CRUSHER DXR300	\$364	\$855	\$2,394
230	1500	DEMOLITION ROBOT ATTCH SHEARER 140/300	\$364	\$855	\$2,394
230	1000	DEMOLITION ROBOT DXR140 2200LB 12FT ELEC	\$684	\$2,138	\$5,985
230	1100	DEMOLITION ROBOT DXR300 4300LB 17FT ELEC	\$1,026	\$2,993	\$7,695
<b>CRANES</b>					
350	1420	CRAWLER CRANE ATTACH 24IN WORK PLATFORM	\$64	\$154	\$437
350	1410	CRAWLER CRANE ATTACH AUX WINCH 400FT	\$183	\$519	\$1,478
350	1400	CRAWLER CRANE ATTACH GLASS MANIPULATOR	\$317	\$1,053	\$2,448
350	2010	CRANE CARRY DECK DUAL FUEL 5000LB 15FT	\$338	\$984	\$2,822
350	2000	CRANE CARRY DECK DSL 5000LB 15FT	\$338	\$984	\$2,822
350	2040	CRANE CARRY DECK DUAL FUEL 8000LB 19FT	\$491	\$1,326	\$3,591
350	2030	CRANE CARRY DECK DSL 8000LB 19FT	\$491	\$1,326	\$3,591
350	1130	CRAWLER CRANE 1990LB 22FT TIP BATT	\$406	\$1,210	\$3,634
350	2070	CRANE CARRY DECK DUAL FUEL 18000LB 30FT	\$620	\$1,706	\$4,019
350	2060	CRANE CARRY DECK DSL 18000LB 30FT	\$620	\$1,706	\$4,019
350	1200	CRAWLER CRANE 6450LB 37FT TIP JIB DF	\$449	\$1,346	\$4,040
350	1145	CRAWLER CRANE 1990LB 37FT TIP JIB DF	\$449	\$1,346	\$4,040
340	1060	GLASS HANDLER 1265LB 11'-10" ELEC	\$535	\$1,603	\$4,810
350	1210	CRAWLER CRANE 6450LB 37FT TIP JIB DSL	\$539	\$1,616	\$4,848
350	1185	CRAWLER CRANE 5800LB 31FT TIP BATT	\$539	\$1,616	\$4,848
350	1150	CRAWLER CRANE 1990LB 37FT TIP JIB BATT	\$539	\$1,616	\$4,848
350	3000	CRANE ROUGH TERRAIN DSL 30000LB 60FT	\$620	\$1,744	\$5,216
350	1205	CRAWLER CRANE 6450LB 37FT TIP JIB BATT	\$599	\$1,796	\$5,387
350	2100	CRANE CARRY DECK DUAL FUEL 30000LB 50FT	\$851	\$2,223	\$5,558
350	2090	CRANE CARRY DECK DSL 30000LB 50FT	\$851	\$2,223	\$5,558
350	1245	CRAWLER CRANE 6680LB 52FT TIP DSL	\$684	\$2,027	\$6,071
340	1080	GLASS HANDLER 1730LB 12'-9" ELEC	\$684	\$2,052	\$6,156
350	1225	CRAWLER CRANE 5800LB 52FT TIP HYB	\$671	\$2,074	\$6,285

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<b>CAT-CLASS DESCRIPTION</b>		<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>	
<u>CRANES</u>					
340	1090	GLASS HANDLER 2200LB 13'-5" ELEC	\$748	\$2,245	\$6,733
350	1240	CRAWLER CRANE 6680LB 52FT TIP HYB	\$761	\$2,287	\$6,840
350	1265	CRAWLER CRANE 6680LB 52FT TIP JIB HYBLMI	\$761	\$2,287	\$6,840
350	1280	CRAWLER CRANE 8920LB 68FT TIP DSL	\$813	\$2,437	\$7,311
350	1270	CRAWLER CRANE 5800LB 54FT TIP HYB LMI	\$855	\$2,565	\$7,695
350	1285	CRAWLER CRANE 8920LB 68FT TIP HYB	\$941	\$2,822	\$8,465
<u>DEMOLITION EQUIPMENT</u>					
100	1180	ROTARY HAMMER DRILL AIR	\$32	\$115	\$243
100	1360	BREAKER 60-69 LB HYD	\$41	\$108	\$304
100	1390	BREAKER 90-99 LB HYD	\$41	\$108	\$304
100	1050	ROTARY HAMMER 1/4-1 IN SDS PLUS BATT	\$41	\$144	\$304
100	1090	ROTARY HAMMER 3/16-3/4IN SDS PLUS ELEC	\$41	\$144	\$304
100	1140	ROTARY HAMMER SDS MAX COMBO 1/2-6IN ELEC	\$49	\$173	\$365
100	1150	ROTARY HAMMER SDS MAX COMBO 1/2-3IN ELEC	\$49	\$173	\$365
100	1250	BREAKER 10-19LB ELEC	\$49	\$173	\$365
100	1320	CART FOR ELECTRIC BREAKER	\$53	\$187	\$395
100	1260	BREAKER 20-29LB ELEC	\$57	\$202	\$426
100	1270	BREAKER 30-39LB ELEC	\$69	\$245	\$517
100	1300	BREAKER 60-69LB ELEC	\$81	\$288	\$608
100	1280	BREAKER 40-49LB ELEC	\$86	\$302	\$638
100	1310	BREAKER 70-79LB ELEC	\$89	\$317	\$669
100	1290	BREAKER 50-59LB GAS	\$89	\$317	\$669
<u>EARTH MOVING EQUIPMENT - TRACTORS</u>					
275	1120	TRACTOR COMPACT 20-29HP 4WD DSL	\$194	\$504	\$1,215
275	1140	TRACTOR 30-39HP 4WD DSL	\$215	\$522	\$1,317
275	1160	TRACTOR 40-49HP 4WD DSL	\$223	\$540	\$1,384
275	1200	TRACTOR 60-69HP 4WD DSL	\$231	\$558	\$1,418
275	2140	TRACTOR LOADER 30-39HP 4WD DSL	\$250	\$644	\$1,452
275	1300	TRACTOR 90-99HP 4WD DSL	\$243	\$575	\$1,553
275	2200	TRACTOR LOADER 60-90HP 4WD DSL	\$284	\$788	\$1,857
275	1500	TRACTOR OVER 115HP 4WD DSL	\$547	\$1,332	\$3,375
<u>EARTH MOVING EQUIPMENT- BACKHOE ACCESSORIES</u>					
290	4130	BACKHOE BUCKET TRENCH 16IN QC	\$23	\$45	\$90
290	4170	BACKHOE BUCKET TRENCH 36IN QC	\$23	\$45	\$90
290	4120	BACKHOE BUCKET TRENCH 12IN QC	\$23	\$45	\$90
290	4145	BACKHOE BUCKET TRENCH 18IN PO	\$23	\$45	\$90
290	4105	BACKHOE BUCKET CRIBBING 8IN PO	\$23	\$45	\$90
290	4140	BACKHOE BUCKET TRENCH 18IN QC	\$23	\$45	\$90

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<u>EARTH MOVING EQUIPMENT- BACKHOE ACCESSORIES</u>					
290	4150	BACKHOE BUCKET TRENCH 24IN QC	\$23	\$45	\$90
290	4180	BACKHOE BUCKET SMOOTH 36IN QC	\$23	\$45	\$90
290	4160	BACKHOE BUCKET TRENCH 30IN QC	\$23	\$45	\$90
290	4175	BACKHOE BUCKET TRENCH 36IN PO	\$23	\$45	\$90
290	4100	BACKHOE BUCKET CRIBBING 8IN QC	\$23	\$45	\$90
290	4155	BACKHOE BUCKET TRENCH 24IN PO	\$23	\$45	\$90
290	4030	BACKHOE ATTACHMENT THUMB	\$22	\$61	\$115
290	4210	BACKHOE BUCKET TRENCH 48IN QC	\$39	\$89	\$253
290	4200	BACKHOE BUCKET SMOOTH 42IN QC	\$39	\$89	\$253
290	4190	BACKHOE BUCKET TRENCH 42IN QC	\$39	\$89	\$253
290	4050	BACKHOE ATTACHMENT FORKS 42IN	\$39	\$110	\$264
290	4055	BACKHOE ATTACHMENT FORKS 48IN	\$39	\$110	\$264
290	4060	BACKHOE ATTACHMENT FORKS 60IN	\$43	\$122	\$287
290	4065	BACKHOE ATTACHMENT FORKS 72IN	\$43	\$122	\$287
290	4000	BACKHOE ATTACHMENT ROOT RAKE NO CLAMP	\$107	\$280	\$528
290	4275	BACKHOE BUCKET 1YD COMBO	\$68	\$194	\$532
290	4020	BACKHOE ATTACHMENT COMPACTION WHL 24IN	\$107	\$304	\$651
290	4015	BACKHOE ATTACHMENT COMPACTION WHL 18IN	\$107	\$304	\$651
290	4010	BACKHOE ATTACHMENT COMPACTION WHL 12IN	\$107	\$304	\$651
290	4280	BACKHOE BUCKET 1YD SIDE DUMP	\$107	\$304	\$651
290	4025	BACKHOE ATTACHMENT SHEAR	\$423	\$1,211	\$2,869

EARTH MOVING EQUIPMENT- DOZERS

250	1100	DOZER STD TRACK 70-79 HP ROPS	\$466	\$1,170	\$2,970
250	1120	DOZER STD TRACK 70-79 HP CAB	\$507	\$1,260	\$3,207
250	1140	DOZER WIDE TRACK 70-79 HP ROPS	\$507	\$1,260	\$3,207
250	1160	DOZER WIDE TRACK 70-79 HP CAB	\$527	\$1,296	\$3,308
250	1200	DOZER STD TRACK 80-89 HP ROPS	\$527	\$1,296	\$3,308
250	1220	DOZER STD TRACK 80-89 HP CAB	\$547	\$1,332	\$3,375
250	1240	DOZER WIDE TRACK 80-89 HP ROPS	\$547	\$1,332	\$3,375
250	1260	DOZER WIDE TRACK 80-89 HP CAB	\$567	\$1,386	\$3,510
250	1300	DOZER STD TRACK 90-99 HP ROPS	\$567	\$1,386	\$3,510
250	1320	DOZER STD TRACK 90-99 HP CAB	\$608	\$1,476	\$3,713
250	1340	DOZER WIDE TRACK 90-99 HP ROPS	\$608	\$1,476	\$3,713
250	1360	DOZER WIDE TRACK 90-99 HP CAB	\$648	\$1,548	\$3,915
250	1400	DOZER STD TRACK 110-119 HP ROPS	\$831	\$2,178	\$5,400
250	1420	DOZER STD TRACK 110-119 HP CAB	\$887	\$2,232	\$5,738
250	1460	DOZER WIDE TRACK 110-119 HP CAB	\$932	\$2,268	\$5,907
250	1560	DOZER WIDE TRACK 140-149 HP CAB	\$1,049	\$2,700	\$7,088
250	1660	DOZER WIDE TRACK 170-185 HP CAB	\$1,211	\$3,020	\$8,438

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>EARTH MOVING EQUIPMENT- EXCAVATOR ACCESSORIES</u>					
290	5380	MINI-EX <19K LBS BUCKET SWING 36IN QC	\$17	\$41	\$115
290	5370	MINI-EX <19K LBS BUCKET SMOOTH 36IN QC	\$17	\$41	\$115
290	5365	MINI-EX <19K LBS BUCKET TRENCH 36IN PO	\$17	\$41	\$115
290	5360	MINI-EX <19K LBS BUCKET TRENCH 36IN QC	\$17	\$41	\$115
290	5340	MINI-EX <19K LBS BUCKET TRENCH 30IN QC	\$17	\$41	\$115
290	5330	MINI-EX <19K LBS BUCKET SMOOTH 24IN QC	\$17	\$41	\$115
290	5325	MINI-EX <19K LBS BUCKET TRENCH 24IN PO	\$17	\$41	\$115
290	5320	MINI-EX <19K LBS BUCKET TRENCH 24IN QC	\$17	\$41	\$115
290	5245	MINI-EX <19K LBS BUCKET TRENCH 12IN PO	\$17	\$41	\$115
290	5240	MINI-EX <19K LBS BUCKET TRENCH 12IN QC	\$17	\$41	\$115
290	5205	MINI-EX <19K LBS BUCKET CRIBBING 8IN PO	\$17	\$41	\$115
290	5225	MINI-EX <19K LBS BUCKET TRENCH <12IN PO	\$17	\$41	\$115
290	5220	MINI-EX <19K LBS BUCKET TRENCH <12IN QC	\$17	\$41	\$115
290	5300	MINI-EX <19K LBS BUCKET TRENCH 20IN QC	\$17	\$41	\$115
290	5210	MINI-EX <19K LBS BUCKET CRIBBING 10IN QC	\$17	\$41	\$115
290	5290	MINI-EX <19K LBS BUCKET SMOOTH 18IN QC	\$17	\$41	\$115
290	5250	MINI-EX <19K LBS BUCKET SMOOTH 12IN QC	\$17	\$41	\$115
290	5265	MINI-EX <19K LBS BUCKET VBOTTOM 12IN PO	\$17	\$41	\$115
290	5270	MINI-EX <19K LBS BUCKET TRENCH 16IN QC	\$17	\$41	\$115
290	5280	MINI-EX <19K LBS BUCKET TRENCH 18IN QC	\$17	\$41	\$115
290	5285	MINI-EX <19K LBS BUCKET TRENCH 18IN PO	\$17	\$41	\$115
290	5390	MINI-EX <19K LBS BUCKET TRENCH 42IN QC	\$26	\$61	\$172
290	5410	MINI-EX <19K LBS BUCKET TRENCH 48N QC	\$26	\$61	\$172
290	5420	MINI-EX <19K LBS BUCKET SMOOTH 48N QC	\$26	\$61	\$172
290	5460	MINI-EX <19K LBS BUCKET SWING 54IN QC	\$26	\$61	\$172
290	5425	MINI-EX <19K LBS BUCKET SMOOTH 48IN PO	\$26	\$61	\$172
290	6065	EXCAVAT 28K-39K BUCKET TRENCH 48IN PO	\$34	\$81	\$230
290	6045	EXCAVAT 28K-39K BUCKET TRENCH 36IN PO	\$34	\$81	\$230
290	6000	EXCAVAT 28K-39K BUCKET TRENCH 12IN QC	\$34	\$81	\$230
290	6060	EXCAVAT 28K-39K BUCKET TRENCH 48IN QC	\$34	\$81	\$230
290	6050	EXCAVAT 28K-39K BUCKET TRENCH 42IN QC	\$34	\$81	\$230
290	6040	EXCAVAT 28K-39K BUCKET TRENCH 36IN QC	\$34	\$81	\$230
290	6035	EXCAVAT 28K-39K BUCKET TRENCH 30IN PO	\$34	\$81	\$230
290	6030	EXCAVAT 28K-39K BUCKET TRENCH 30IN QC	\$34	\$81	\$230
290	6025	EXCAVAT 28K-39K BUCKET TRENCH 24IN PO	\$34	\$81	\$230
290	6020	EXCAVAT 28K-39K BUCKET TRENCH 24IN QC	\$34	\$81	\$230
290	6015	EXCAVAT 28K-39K BUCKET TRENCH 18IN PO	\$34	\$81	\$230
290	6010	EXCAVAT 28K-39K BUCKET TRENCH 18IN QC	\$34	\$81	\$230
290	6055	EXCAVAT 28K-39K BUCKET TRENCH 42IN PO	\$34	\$81	\$230
290	6155	EXCAVAT 39K-50K BUCKET TRENCH 36IN PO	\$43	\$102	\$287
290	6135	EXCAVAT 39K-50K BUCKET TRENCH 24IN PO	\$43	\$102	\$287

US COMMUNITIES PLATINUM 2019

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>EARTH MOVING EQUIPMENT- EXCAVATOR ACCESSORIES</u>					
290	6285	EXCAVAT 50K-60K BUCKET TRENCH 48IN PO	\$43	\$102	\$287
290	6265	EXCAVAT 50K-60K BUCKET TRENCH 36IN PO	\$43	\$102	\$287
290	6245	EXCAVAT 50K-60K BUCKET TRENCH 24IN PO	\$43	\$102	\$287
290	6165	EXCAVAT 39K-50K BUCKET TRENCH 42IN PO	\$43	\$102	\$287
290	6145	EXCAVAT 39K-50K BUCKET TRENCH 30IN PO	\$43	\$102	\$287
290	6175	EXCAVAT 39K-50K BUCKET TRENCH 48IN PO	\$43	\$102	\$287
290	6590	EXCAVAT ATTACHMENT THUMB	\$60	\$158	\$291
290	5180	MINI-EX ATTACH SWING CPLR UP TO 9K LBS	\$43	\$122	\$345
290	6105	EXCAVAT 28K-39K BUCKET TRENCH 72IN QC	\$51	\$122	\$345
290	6085	EXCAVAT 28K-39K BUCKET TRENCH 60IN PO	\$51	\$122	\$345
290	6080	EXCAVAT 28K-39K BUCKET TRENCH 60IN QC	\$51	\$122	\$345
290	6345	EXCAVAT 60K-80K BUCKET TRENCH 24IN PO	\$51	\$122	\$345
290	6365	EXCAVAT 60K-80K BUCKET TRENCH 36IN PO	\$51	\$122	\$345
290	6375	EXCAVAT 60K-80K BUCKET TRENCH 42IN PO	\$51	\$122	\$345
290	6385	EXCAVAT 60K-80K BUCKET TRENCH 48IN PO	\$51	\$122	\$345
290	6395	EXCAVAT 60K-80K BUCKET TRENCH 54IN PO	\$51	\$122	\$345
290	6295	EXCAVAT 50K-60K BUCKET TRENCH 54IN PO	\$64	\$150	\$401
290	5182	MINI-EX ATTACH SWING CPLR 9-12K LBS	\$51	\$146	\$401
290	6215	EXCAVAT 39K-50K BUCKET SMOOTH 72IN PO	\$64	\$150	\$401
290	6195	EXCAVAT 39K-50K BUCKET TRENCH 60IN PO	\$64	\$150	\$401
290	6185	EXCAVAT 39K-50K BUCKET TRENCH 54IN PO	\$64	\$150	\$401
290	6300	EXCAVAT 50K-60K BUCKET TRENCH 60IN QC	\$64	\$150	\$401
290	5184	MINI-EX TLB ATTACH SWING CPLR 12-14K LBS	\$60	\$170	\$447
290	6600	EXCAVAT ATTACH P/COMPACTOR 200-299 LBS	\$68	\$175	\$478
290	5186	MINI-EX TLB ATTACH SWING CPLR 14-20K LBS	\$68	\$194	\$498
290	6405	EXCAVAT 60K-80K BUCKET TRENCH 60IN PO	\$77	\$183	\$517
290	6425	EXCAVAT 60K-80K BUCKET TRENCH 72IN PO	\$77	\$183	\$517
290	5010	MINI-EX ATTACHMENT COMPACTION WHL	\$86	\$243	\$536
290	6580	EXCAVAT ATTACHMENT SWING CPLR 28-38K LBS	\$77	\$219	\$554
290	5000	MINI-EX ATTACHMENT AUGER MED TORQUE	\$81	\$231	\$574
930	7912	EXCAVATOR THUMB ATTACHMENT HYDRAULIC	\$97	\$249	\$605
290	6585	EXC TLB ATTACHMENT AUGER	\$107	\$304	\$804
290	5145	MINI-EX ATTACHMENT BREAKER 91-190 LBS	\$141	\$401	\$842
290	5150	MINI-EX ATTACHMENT BREAKER 191-290 LBS	\$167	\$474	\$1,033
290	5155	MINI-EX ATTACHMENT BREAKER 291-390 LBS	\$167	\$474	\$1,033
290	5160	MINI-EX ATTACHMENT BREAKER 391-600 LBS	\$167	\$474	\$1,033
290	6530	EXCAVAT ATTACHMENT COMPACTION WHL 24IN	\$193	\$486	\$1,110
290	6535	EXCAVAT ATTACHMENT COMPACTION WHL 36IN	\$193	\$486	\$1,110
290	6510	EXCAVAT ATTACHMENT FLAIL MOWER	\$214	\$608	\$1,148
290	5165	MINI-EX ATTACHMENT BREAKER 601-900 LBS	\$320	\$912	\$1,875
290	5170	MINI-EX ATTACHMENT BREAKER 901-1250 LBS	\$320	\$912	\$1,875

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EARTH MOVING EQUIPMENT- EXCAVATOR ACCESSORIES

290	6700	EXC TLB ATTACH BREAKER 1251-1800 LBS	\$320	\$912	\$1,875
290	5020	MINI-EX ATTACHMENT FORESTRY MULCHER	\$427	\$1,094	\$2,295
290	6710	EXCAVAT ATTACHMENT BREAKER 2501-4800 LBS	\$556	\$1,580	\$3,443
290	6705	EXCAVAT ATTACHMENT BREAKER 1801-2500 LBS	\$556	\$1,580	\$3,443
290	6500	EXCAVAT ATTACHMENT GRAPPLE BUCKET	\$449	\$1,244	\$3,519
290	6715	EXCAVAT ATTACHMENT BREAKER 4801-6500 LBS	\$727	\$2,066	\$4,437
290	6515	EXCAVAT ATTACHMENT SHEAR	\$851	\$2,228	\$5,929
290	6720	EXCAVAT ATTACHMENT BREAKER >10000 LBS	\$898	\$2,552	\$5,967

EARTH MOVING EQUIPMENT- EXCAVATORS

240	1000	MINI-EXCAVATOR 2000-2999 LBS DSL ROPS	\$216	\$599	\$1,175
240	1300	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	\$216	\$599	\$1,175
240	1200	MINI-EXCAVATOR 4000-4999 LBS DSL ROPS	\$216	\$599	\$1,175
240	1310	MINI-EXCAVATOR 5000-6999 LBS DSL CAB	\$224	\$614	\$1,283
240	1400	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	\$234	\$617	\$1,301
240	1410	MINI-EXCAVATOR 7000-8999 LBS DSL CAB	\$248	\$659	\$1,485
240	1500	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	\$260	\$734	\$1,710
240	1510	MINI-EXCAVATOR 9000-11999 LBS DSL CAB	\$294	\$779	\$2,019
240	1600	MINI-EXCAVATOR 12000-13999 LBS DSL ROPS	\$338	\$853	\$2,165
240	1610	MINI-EXCAVATOR 12000-13999 LBS DSL CAB	\$374	\$928	\$2,194
240	1700	MINI-EXCAVATOR 14000-19000 LBS DSL ROPS	\$383	\$968	\$2,520
240	1201	MINI-EXCAVATOR 4000-4999 LBS HYBRID ROPS	\$392	\$935	\$2,520
240	1710	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	\$394	\$990	\$2,588
240	2000	EXCAVATOR 28000-38000 LBS STD REACH	\$567	\$1,328	\$3,528
240	2020	EXCAVATOR 28000-38000 LBS REDUCED TAIL	\$567	\$1,328	\$3,528
240	2100	EXCAVATOR 39000-42000 LBS STD REACH	\$675	\$1,665	\$4,320
240	2200	EXCAVATOR 43000-49999 LBS STD REACH	\$709	\$1,710	\$4,500
240	2300	EXCAVATOR 50000-59999 LBS STD REACH	\$937	\$2,268	\$5,599
240	2320	EXCAVATOR 50000-59999 LBS REDUCED TAIL	\$1,013	\$2,502	\$6,274
240	2350	EXCAVATOR 50000-59999 LBS WHEELED	\$1,013	\$2,502	\$6,274
240	2210	EXCAVATOR 43000-49999 LBS LONG REACH	\$1,013	\$2,466	\$6,413
240	2310	EXCAVATOR 50000-59999 LBS LONG REACH	\$1,090	\$2,628	\$6,611
240	2400	EXCAVATOR 60000-69999 LBS STD REACH	\$1,148	\$2,772	\$7,088
240	2410	EXCAVATOR 60000-69999 LBS LONG REACH	\$1,224	\$3,132	\$7,763
240	2500	EXCAVATOR 70000-80000 LBS STD REACH	\$1,339	\$3,348	\$8,100

EARTH MOVING EQUIPMENT- LOADER ACCESSORIES

290	1035	WB LOADER ATTACHMENT BUCKET	\$9	\$24	\$69
290	1020	WB LOADER ATTACHMENT LEVELER	\$17	\$49	\$115
290	1060	WB LOADER ATTACHMENT FORKS	\$22	\$61	\$172
290	7130	LOADER BUCKET LIGHT MATRL	\$43	\$122	\$248

US COMMUNITIES PLATINUM 2019

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**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019****Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>			<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
<b><u>EARTH MOVING EQUIPMENT- LOADER ACCESSORIES</u></b>					
290	7110	LOADER BUCKET <4YD	\$43	\$122	\$248
290	7030	LOADER ATTACHMENT TRUSS BOOM	\$68	\$130	\$287
290	7025	LOADER ATTACHMENT BOOM	\$68	\$130	\$287
290	7100	COMPACT LOADER BUCKET	\$68	\$130	\$287
290	7035	LOADER ATTACHMENT DRUM ROTATOR	\$68	\$130	\$287
290	8000	DOZER ATTACHMENT ROOT RAKE NO CLAMP	\$64	\$162	\$306
290	7115	LOADER BUCKET 4YD AND OVER	\$64	\$158	\$325
290	1050	WB LOADER ATTACHMENT GRAPPLE BKT 48IN	\$51	\$146	\$329
290	1040	WB LOADER ATTACHMENT GRAPPLE BKT 36IN	\$51	\$146	\$329
290	1045	WB LOADER ATTACHMENT GRAPPLE BKT 42IN	\$51	\$146	\$329
290	1000	WB LOADER ATTACHMENT AUGER	\$47	\$134	\$345
290	1080	WB LOADER ATTACHMENT BORING	\$81	\$183	\$345
290	1070	WB LOADER ATTACHMENT DOZER BLADE	\$51	\$146	\$345
290	7040	LOADER ATTACHMENT FORKS 48IN	\$81	\$223	\$421
290	7000	LOADER ATTACHMENT ROOT RAKE NO CLAMP	\$95	\$223	\$421
290	1005	WB LOADER ATTACHMENT TRENCHER	\$73	\$203	\$421
290	7120	LOADER BUCKET COMBINATION	\$81	\$203	\$455
290	7135	LOADER BUCKET LIGHT MATRL 8YD AND OVER	\$81	\$203	\$455
290	7045	LOADER ATTACHMENT FORKS 60IN	\$90	\$235	\$459
290	7050	LOADER ATTACHMENT FORKS 72IN	\$103	\$251	\$498
290	1015	WB LOADER ATTACHMENT TILLER	\$81	\$223	\$498
290	7010	LOADER ATTACHMENT LANDSCAPE RAKE	\$107	\$239	\$532
290	7055	LOADER ATTACHMENT FORKS 84IN	\$115	\$267	\$536
290	7060	LOADER ATTACHMENT FORKS 96IN	\$129	\$284	\$574
290	8010	BEDDING BOX 7.5 CU YD	\$81	\$235	\$593
290	7020	LOADER ATTACHMENT SNOW PUSHER	\$107	\$304	\$651
290	1090	WB LOADER ATTACHMENT VIBRATORY PLOW	\$95	\$284	\$651
290	7150	LOADER BUCKET SIDE DUMP	\$107	\$304	\$651
290	1010	WB LOADER SOIL CONDITIONER	\$95	\$284	\$689
290	7005	LOADER ATTACHMENT ROOT RAKE W CLAMP	\$167	\$385	\$727
290	1030	WB LOADER ATTACHMENT ROTARY BRUSH MOWER	\$107	\$304	\$746
290	1025	WB LOADER ATTACHMENT BREAKER <250 LBS	\$141	\$401	\$842
290	7155	LOADER ATTACHMENT PIPE GRAPPLE FORK	\$129	\$365	\$918
290	7140	LOADER BUCKET ROLLOUT 5-6YD	\$235	\$527	\$1,454
290	7145	LOADER BUCKET ROLLOUT 7.5YD AND OVER	\$278	\$628	\$1,645
<b><u>EARTH MOVING EQUIPMENT- SKIDSTEER ACCESSORIES</u></b>					
290	2300	SKIDSTEER ATTACHMENT BUCKET 36IN	\$9	\$24	\$69
290	2430	SKIDSTEER ATTACHMENT BUCKET 74IN LIGHT	\$9	\$24	\$69
290	2420	SKIDSTEER ATTACHMENT BUCKET 74IN	\$9	\$24	\$69
290	2440	SKIDSTEER ATTACHMENT BUCKET 78IN LOW-PRO	\$9	\$24	\$69

US COMMUNITIES PLATINUM 2019

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**PRINT DATE: Friday, September 21, 2018****Page 21 of 76**



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**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

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CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>EARTH MOVING EQUIPMENT- SKIDSTEER ACCESSORIES</u>					
290	2460	SKIDSTEER ATTACHMENT BUCKET 80IN	\$9	\$24	\$69
290	2400	SKIDSTEER ATTACHMENT BUCKET 72IN	\$9	\$24	\$69
290	2390	SKIDSTEER ATTACHMENT BUCKET 68IN LOW-PRO	\$9	\$24	\$69
290	2380	SKIDSTEER ATTACHMENT BUCKET 68IN	\$9	\$24	\$69
290	2370	SKIDSTEER ATTACHMENT BUCKET 66IN LOW-PRO	\$9	\$24	\$69
290	2360	SKIDSTEER ATTACHMENT BUCKET 66IN	\$9	\$24	\$69
290	2350	SKIDSTEER ATTACHMENT BUCKET 62IN LOW-PRO	\$9	\$24	\$69
290	2340	SKIDSTEER ATTACHMENT BUCKET 62IN	\$9	\$24	\$69
904	0010	SKIDSTEER AUGER EXTENSION 24	\$19	\$57	\$159
904	0010	SKIDSTEER AUGER EXTENSION 24	\$19	\$57	\$159
904	1050	SKIDSTEER AUGER BIT 16	\$23	\$76	\$196
904	0030	SKIDSTEER AUGER EXTENSION 48	\$21	\$74	\$205
904	1025	SKIDSTEER AUGER BIT 9	\$27	\$97	\$212
290	2145	SKIDSTEER ATTACHMENT FORKS 48IN	\$34	\$97	\$214
290	2140	SKIDSTEER ATTACHMENT FORKS 42IN	\$34	\$97	\$214
904	0020	SKIDSTEER AUGER EXTENSION 36	\$19	\$71	\$219
904	1035	SKIDSTEER AUGER BIT 12	\$32	\$113	\$237
904	1015	SKIDSTEER AUGER BIT 6	\$30	\$102	\$251
904	1055	SKIDSTEER AUGER BIT 18	\$35	\$126	\$263
904	1065	SKIDSTEER AUGER BIT 24	\$41	\$129	\$303
290	2100	SKIDSTEER ATTACHMENT TREE BOOM	\$60	\$170	\$321
290	2125	SKIDSTEER ATTACHMENT DOZER BLADE	\$60	\$170	\$321
930	7761	SKIDSTEER/CRAWLER BUCKET SMOOTH 66-68IN	\$46	\$163	\$327
930	7763	SKIDSTEER/CRAWLER BUCKET SMOOTH 72-74IN	\$57	\$170	\$341
930	7781	SKIDSTEER/CRAWLER BUCKET TOOTH 72-74IN	\$57	\$171	\$341
290	2465	SKIDSTEER ATTACHMENT BUCKET 80IN 4 IN 1	\$51	\$122	\$345
290	2320	SKIDSTEER ATTACHMENT BUCKET 44IN 4 IN 1	\$51	\$122	\$345
290	2345	SKIDSTEER ATTACHMENT BUCKET 62IN 4 IN 1	\$51	\$122	\$345
290	2365	SKIDSTEER ATTACHMENT BUCKET 66IN 4 IN 1	\$51	\$122	\$345
290	2045	SKIDSTEER ATTACHMENT ROOT RAKE W CLAMP	\$77	\$170	\$345
290	2405	SKIDSTEER ATTACHMENT BUCKET 72IN 4 IN 1	\$51	\$122	\$345
290	2425	SKIDSTEER ATTACHMENT BUCKET 74IN 4 IN 1	\$51	\$122	\$345
904	1070	SKIDSTEER AUGER BIT 30	\$46	\$150	\$345
290	2385	SKIDSTEER ATTACHMENT BUCKET 68IN 4 IN 1	\$51	\$122	\$345
930	7778	SKIDSTEER/CRAWLER BUCKET TOOTH 66-68IN	\$49	\$176	\$354
290	2105	SKIDSTEER ATTACHMENT TILE SCRAPER	\$68	\$194	\$367
290	2130	SKIDSTEER ATTACHMENT MISCELLANEOUS	\$68	\$194	\$367
290	2020	SKIDSTEER ATTACHMENT SNOW PUSHER	\$103	\$203	\$421
290	2500	SKIDSTEER ATTACHMENT BRUSH GRAPPLE	\$64	\$183	\$421
904	1075	SKIDSTEER AUGER BIT 36	\$58	\$181	\$429
290	2520	SKIDSTEER ATTACHMENT GRAPPLE BKT >77IN	\$68	\$194	\$440

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CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>EARTH MOVING EQUIPMENT- SKIDSTEER ACCESSORIES</b>					
290	2505	SKIDSTEER ATTACHMENT GRAPPLE BKT 60-65IN	\$68	\$194	\$440
290	2510	SKIDSTEER ATTACHMENT GRAPPLE BKT 66-71IN	\$68	\$194	\$440
290	2515	SKIDSTEER ATTACHMENT GRAPPLE BKT 72-77IN	\$68	\$194	\$440
930	7796	SKIDSTEER SCREENING RAKE/BUCKET 72-78	\$61	\$183	\$455
290	2095	SKIDSTEER ATTACHMENT SPREADER	\$68	\$194	\$551
290	2085	SKIDSTEER ATTACHMENT SILTFENCE INSTALLER	\$68	\$194	\$551
290	2095	SKIDSTEER ATTACHMENT SPREADER	\$68	\$194	\$551
290	2000	SKIDSTEER ATTACHMENT AUGER MED TORQUE	\$81	\$231	\$574
290	2005	SKIDSTEER ATTACHMENT AUGER HI TORQUE	\$81	\$231	\$574
290	2025	SKIDSTEER ATTACHMENT SNOW BLOWER	\$120	\$243	\$574
290	2080	SKIDSTEER ATTACHMENT TILLER	\$95	\$264	\$574
290	2010	SKIDSTEER ATTACHMENT ANGLE BROOM	\$95	\$284	\$651
290	2015	SKIDSTEER ATTACHMENT SWEEPER	\$95	\$284	\$651
290	2090	SKIDSTEER ATTACHMENT STUMP GRINDER	\$98	\$324	\$746
290	2110	SKIDSTEER ATTACHMENT BACKHOE	\$98	\$324	\$746
290	2120	SKIDSTEER ATTACHMENT SHEAR	\$98	\$324	\$746
290	2050	SKIDSTEER ATTACHMENT ROCK HOUND RAKE	\$124	\$304	\$761
290	2055	SKIDSTEER ATTACHMENT SOIL CONDITIONER	\$124	\$304	\$761
290	2195	SKIDSTEER ATTACHMENT ASPHALT FLOAT	\$149	\$340	\$804
290	2220	SKIDSTEER ATTACHMENT BREAKER 291-390 LBS	\$141	\$401	\$842
290	2210	SKIDSTEER ATTACHMENT BREAKER 191-290 LBS	\$141	\$401	\$842
290	2200	SKIDSTEER ATTACHMENT BREAKER <90 LBS	\$141	\$401	\$842
290	2205	SKIDSTEER ATTACHMENT BREAKER 91-190 LBS	\$141	\$401	\$842
290	2115	SKIDSTEER ATTACHMENT VIBRATORY ROLLER	\$107	\$365	\$860
290	2030	SKIDSTEER ATTACHMENT TRENCHER	\$124	\$365	\$918
290	2235	SKIDSTEER ATTACHMENT BREAKER 601-900 LBS	\$167	\$474	\$1,033
290	2230	COMBO SSL M-EX ATTACH BREAKER 391-600LBS	\$167	\$474	\$1,033
290	2225	SKIDSTEER ATTACHMENT BREAKER 391-600 LBS	\$167	\$474	\$1,033
290	2240	SKIDSTEER ATTACHMENT BREAKER 901-1250LBS	\$167	\$474	\$1,033
290	2059	SKIDSTEER ATTACHMENT BRUSH CUTTER 66 SF	\$149	\$418	\$1,052
290	2060	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 SF	\$167	\$474	\$1,129
290	2058	SKIDSTEER ATTACHMENT BRUSH CUTTER 60 SF	\$167	\$474	\$1,129
290	2063	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 HF	\$201	\$567	\$1,339
290	2061	SKIDSTEER ATTACHMENT BRUSH CUTTER 96 SF	\$239	\$680	\$1,607
290	2062	SKIDSTEER ATTACHMENT BRUSH CUTTER 60 HF	\$239	\$680	\$1,607
290	2057	SKIDSTEER ATTACHMENT FLAIL MOWER	\$257	\$729	\$1,722
290	2070	SKIDSTEER ATTACHMENT PLANER 14IN SF	\$278	\$932	\$1,836
290	2073	SKIDSTEER ATTACHMENT PLANER 18IN HF	\$325	\$993	\$1,913
290	2075	SKIDSTEER ATTACHMENT PLANER 24IN HF	\$385	\$1,175	\$2,257
290	2065	SKIDSTEER ATTACHMENT FORESTRY MULCHER	\$684	\$1,620	\$3,443

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>			<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
<b><u>EARTH MOVING EQUIPMENT- TRACTOR ACCESSORIES</u></b>					
290	3030	TRACTOR ATTACHMENT BOX BLADE	\$43	\$122	\$306
290	3020	TRACTOR ATTACHMENT RIPPER	\$43	\$122	\$306
290	3070	TRACTOR ATTACHMENT SPREADER	\$51	\$122	\$345
290	3040	TRACTOR ATTACHMENT ROTARY BRUSH MOWER	\$56	\$134	\$364
290	2600	TOOLCAT ATTACHMENT SPREADER	\$68	\$194	\$440
290	3010	TRACTOR ATTACHMENT SNOW PUSHER	\$73	\$158	\$440
290	3060	TRACTOR ATTACHMENT TILLER	\$64	\$183	\$498
290	3000	TRACTOR ATTACHMENT AUGER	\$95	\$267	\$689
290	3080	TRACTOR ATTACHMENT BACKHOE	\$124	\$401	\$880
<b><u>EARTH MOVING EQUIPMENT- WHEEL LOADERS</u></b>					
265	1010	COMPACT LOADER 0.75 YD STD BKT DSL	\$446	\$936	\$2,397
265	2010	WHEEL DUMPER 3 TON OFF-ROAD DSL	\$324	\$864	\$2,430
265	1110	COMPACT LOADER 1.0-1.4 YD STD BKT DSL	\$486	\$1,008	\$2,532
265	1300	WHEEL LOADER 2.0-2.4 YD STD BKT DSL	\$473	\$1,323	\$3,393
265	1310	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	\$564	\$1,418	\$3,798
265	1320	WHEEL LOADER 2.5-3.4 YD MP BKT DSL	\$583	\$1,638	\$3,920
265	1410	WHEEL LOADER 3.5-3.9 YD STD BKT DSL	\$583	\$1,638	\$3,920
265	1510	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	\$678	\$1,710	\$5,040
265	1520	WHEEL LOADER 4.0-4.5 YD MP BKT DSL	\$725	\$1,985	\$5,400
265	1610	WHEEL LOADER 4.6-5.5 YD STD BKT DSL	\$1,197	\$3,087	\$9,900
<b><u>EARTH MOVING EQUIPMENT-BACKHOES</u></b>					
225	0010	COUPLER/BACKHOE	\$11	\$24	\$47
210	1100	BACKHOE COMPACT TLB 20-23HP 4WD ROPS DSL	\$211	\$644	\$1,560
210	3150	BACKHOE 70-97HP 2WD CAB DSL	\$257	\$671	\$1,654
210	3100	BACKHOE 70-97HP 2WD ROPS DSL	\$257	\$671	\$1,654
210	3200	BACKHOE 70-97HP 4WD ROPS DSL	\$261	\$698	\$1,722
210	3205	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	\$268	\$720	\$1,733
210	3250	BACKHOE 70-97HP 4WD CAB DSL	\$268	\$720	\$1,733
210	3255	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	\$284	\$765	\$1,800
210	1200	BACKHOE COMPACT TLB 24-29HP 4WD ROPS DSL	\$256	\$758	\$1,904
210	4205	BACKHOE 98-115HP 4WD ROPS EXTENDAHOE DSL	\$396	\$1,114	\$2,970
210	4250	BACKHOE 98-115HP 4WD CAB DSL	\$396	\$1,114	\$2,970
210	4255	BACKHOE 98-115HP 4WD CAB EXTENDAHOE DSL	\$414	\$1,165	\$3,038
210	5205	BACKHOE OVER 115HP 4WD ROPS EXTENHOE DSL	\$540	\$1,519	\$4,388
210	5250	BACKHOE OVER 115HP 4WD CAB DSL	\$576	\$1,620	\$4,590
210	5255	BACKHOE OVER 115HP 4WD CAB EXTENDHOE DSL	\$576	\$1,620	\$4,590
<b><u>EARTH MOVING EQUIPMENT-SKIDSTEERS</u></b>					
200	1350	SKIDSTEER LOADER 1751-2099LB ROPS	\$162	\$405	\$990

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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Pricing Schedule #: PENDING

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>EARTH MOVING EQUIPMENT-SKIDSTEERS</b>					
200	1340	SKIDSTEER LOADER 1500-1750LB ROPS	\$162	\$405	\$990
200	1330	SKIDSTEER LOADER 1200-1499LB ROPS	\$162	\$405	\$990
200	1320	SKIDSTEER LOADER 751-1199LB ROPS	\$162	\$405	\$990
200	1351	SKIDSTEER LOADER 1751-2099LB CAB	\$178	\$437	\$1,045
200	1331	SKIDSTEER LOADER 1200-1499LB CAB	\$178	\$437	\$1,045
200	1341	SKIDSTEER LOADER 1500-1750LB CAB	\$178	\$437	\$1,045
200	1352	SKIDSTEER LOADER 1751-2099LB ROPS HF	\$178	\$440	\$1,073
200	1353	SKIDSTEER LOADER 1751-2099LB CAB HF	\$190	\$472	\$1,100
200	1370	SKIDSTEER LOADER 2400-2999LB ROPS	\$230	\$541	\$1,238
200	1360	SKIDSTEER LOADER 2100-2399LB ROPS	\$230	\$541	\$1,238
200	1371	SKIDSTEER LOADER 2400-2999LB CAB	\$245	\$576	\$1,263
200	1361	SKIDSTEER LOADER 2100-2399LB CAB	\$245	\$576	\$1,263
200	1372	SKIDSTEER LOADER 2400-2999LB ROPS HF	\$257	\$611	\$1,402
200	1362	SKIDSTEER LOADER 2100-2399LB ROPS HF	\$257	\$611	\$1,402
200	1373	SKIDSTEER LOADER 2400-2999LB CAB HF	\$273	\$646	\$1,427
200	1363	SKIDSTEER LOADER 2100-2399LB CAB HF	\$273	\$646	\$1,427
200	1310	SKIDSTEER LOADER 250-750LB ROPS	\$163	\$471	\$1,497
200	1311	SKIDSTEER LOADER 250-750LB CAB	\$176	\$496	\$1,539
200	1381	SKIDSTEER LOADER OVER 3000LB CAB	\$301	\$716	\$1,568
200	1382	SKIDSTEER LOADER OVER 3000LB ROPS HF	\$324	\$775	\$1,733
<b>EARTH MOVING EQUIPMENT-TRACK LOADERS</b>					
200	1020	MINI TRACK LOADER W/B < 600LB CAP GAS	\$214	\$642	\$1,497
200	1030	MINI TRACK LOADER W/B < 600LB CAP DSL	\$214	\$642	\$1,497
200	1430	COMPACT TRACK LOADER 1300-1699LB ROPS	\$260	\$655	\$1,530
200	1440	COMPACT TRACK LOADER 1700-1999LB ROPS	\$260	\$655	\$1,530
200	1450	COMPACT TRACK LOADER 2000-2399LB ROPS	\$260	\$655	\$1,530
200	1040	MINI TRACK LOADER W/B > 600LB CAP DSL	\$244	\$680	\$1,582
200	1431	COMPACT TRACK LOADER 1300-1699LB CAB	\$276	\$678	\$1,613
200	1441	COMPACT TRACK LOADER 1700-1999LB CAB	\$276	\$678	\$1,613
200	1451	COMPACT TRACK LOADER 2000-2399LB CAB	\$276	\$678	\$1,613
200	1460	COMPACT TRACK LOADER 2400-2799LB ROPS	\$288	\$733	\$1,721
200	1461	COMPACT TRACK LOADER 2400-2799LB CAB	\$311	\$806	\$1,737
200	1452	COMPACT TRACK LOADER 2000-2399LB ROPS HF	\$276	\$692	\$1,748
200	1453	COMPACT TRACK LOADER 2000-2399LB CAB HF	\$292	\$714	\$1,778
200	1470	COMPACT TRACK LOADER 2800LB & OVER ROPS	\$327	\$865	\$1,865
200	1462	COMPACT TRACK LOADER 2400-2799LB ROPS HF	\$303	\$777	\$1,877
200	1471	COMPACT TRACK LOADER 2800LB & OVER CAB	\$339	\$902	\$1,891
200	1463	COMPACT TRACK LOADER 2400-2799LB CAB HF	\$327	\$851	\$1,894
200	1472	COMPACT TRACK LOADER 2800LB & UP ROPS HF	\$347	\$924	\$1,980
200	1473	COMPACT TRACK LOADER 2800LB & UP CAB HF	\$358	\$960	\$2,005

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

**CAT-CLASS DESCRIPTION**

**DAY**

**WEEK**

**MONTH**

EARTH MOVING EQUIPMENT-TRACK LOADERS

FLOOR CARE AND SURFACE PREP

100	4450	GRINDER BENCH 6 IN ELEC	\$8	\$19	\$50
100	4610	SCALER PISTON AIR	\$8	\$19	\$50
100	4460	GRINDER BENCH 8 IN ELEC	\$13	\$34	\$61
105	1600	VACUUM UPRIGHT	\$13	\$46	\$91
100	4630	SCALER NEEDLE SCALER FLUX AIR	\$16	\$46	\$122
105	1630	VACUUM WET/DRY 6-9 GALLON	\$21	\$77	\$152
105	3820	CLEANER UPHOLSTERY	\$21	\$77	\$152
105	1650	VACUUM WET/DRY 10-15 GALLON	\$24	\$92	\$183
100	5400	BUFFER 13IN ELECTRIC	\$29	\$107	\$212
100	4620	SCALER CHISEL FLUX AIR	\$32	\$88	\$220
100	4290	GRINDER CONCRETE CEILING ELEC	\$45	\$134	\$220
105	1715	VACUUM DRY SILICA DUST 125-150 CFM	\$26	\$103	\$235
105	1690	VACUUM WET/DRY INDUSTRIAL 20 GALLON	\$32	\$122	\$243
105	3810	CLEANER CARPET COLD WATER	\$32	\$122	\$243
100	5320	SANDER FLOOR EDGER 7 IN ELECTRIC	\$32	\$122	\$243
105	3500	MULTI-PURPOSE POWERHEAD MOTOR GAS	\$30	\$120	\$269
105	1705	CORE DRILL WATER COLLECTION SYSTEM	\$45	\$153	\$304
105	3815	CLEANER CARPET HOT WATER	\$41	\$153	\$304
100	5410	BUFFER 17IN ELECTRIC	\$41	\$153	\$304
105	1700	VACUUM WET/DRY INDUSTRIAL 55 GALLON	\$41	\$153	\$304
105	3700	SCRUBBER W/B 15 IN PATH ELECTRIC	\$30	\$115	\$320
105	1725	VACUUM DRY SILICA DUST 200 CFM 9 GALLON	\$39	\$149	\$342
105	1745	VACUUM DRY SILICA DUST 300 CFM 17 GALLON	\$39	\$149	\$342
100	5300	SANDER ORBITAL 12 IN FLOOR	\$49	\$184	\$365
100	5330	SANDER ROTARY 16 IN FLOOR DUST CONTROL	\$65	\$184	\$365
100	5430	BURNISHER 20IN HIGH SPEED ELECTRIC	\$49	\$184	\$365
100	5310	SANDER DRUM 8 IN ELECTRIC	\$49	\$184	\$365
100	5420	BUFFER 20IN ELECTRIC	\$49	\$184	\$365
100	4400	SCABBLER HANDHELD AIR	\$49	\$146	\$372
100	4100	ROLLER LINOLEUM UP TO 100 LBS	\$65	\$165	\$399
105	1680	VACUUM WET/DRY W/PUMP 19 GALLON	\$61	\$172	\$401
105	1800	EXTRACTOR FLOOD PUMPER WITH AUTO PUMPOUT	\$73	\$207	\$455
105	3596	SWEEPER W/B 36 IN PATH GAS	\$99	\$248	\$620
105	3800	VACUUM WALK BEHIND LEAF	\$65	\$238	\$638
105	3702	SCRUBBER W/B 15IN PATH BATTERY	\$103	\$266	\$671
100	4320	PLANER 10IN GAS	\$122	\$340	\$709
100	4235	GRINDER CONCRETE FLOOR 2HP EDGE ELEC	\$102	\$383	\$760
100	4230	GRINDER CONCRETE FLOOR 1.5HP SINGLE ELEC	\$102	\$383	\$760
100	4280	GRINDER CONCRETE FLOOR 13 HP SINGLE LPG	\$97	\$306	\$793

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Pricing Schedule #: PENDING

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<u>FLOOR CARE AND SURFACE PREP</u>					
100	4000	FLOOR STRIPPER W/B 120LB ELEC	\$95	\$376	\$847
100	4410	SCABBLER WALK BEHIND 29 IN AIR	\$203	\$447	\$908
100	4250	GRINDER CONCRETE FLOOR 11 HP SINGLE GAS	\$122	\$459	\$912
100	4220	GRINDER CONCRETE FLOOR 1.5 HP DUAL ELEC	\$122	\$459	\$912
100	4260	GRINDER CONCRETE FLOOR 11 HP DUAL GAS	\$122	\$459	\$912
100	4010	FLOOR STRIPPER W/B 270LB ELEC	\$154	\$616	\$1,231
100	3990	CARPET PULLER 1HP ELECTRIC	\$171	\$428	\$1,283
105	3590	SWEEPER W/B 34 IN PATH BATTERY	\$188	\$530	\$1,326
105	3000	SWEEPER CONSTRUCTION RIDE ON 3 WHEEL	\$251	\$598	\$1,364
100	4237	GRINDER CONCRETE FLOOR 2HP PLAN 120VELEC	\$203	\$765	\$1,519
100	4430	TRAFFIC LINE REMOVER	\$264	\$658	\$1,627
105	3710	SCRUBBER W/B 28 IN PATH BATTERY	\$239	\$684	\$1,710
105	3715	SCRUBBER W/B 32 IN PATH BATTERY	\$239	\$684	\$1,710
100	4020	FLOOR STRIPPER W/B 425LB ELEC	\$257	\$770	\$1,796
100	4310	PLANER 8IN GAS	\$243	\$918	\$1,823
100	4300	PLANER 8IN ELEC	\$243	\$918	\$1,823
100	4720	MAGNET PULL TO PULL TOWABLE	\$365	\$869	\$1,913
100	4700	SHOT BLASTER 8 ELEC CONCRETE 8 INCH	\$345	\$1,083	\$1,975
105	3020	SWEEPER CONSTRUCTION RIDE ON 4 WHEEL CAB	\$304	\$756	\$2,008
105	1810	EXTRACTOR RIDE-ON FLOOD PUMPER	\$446	\$1,033	\$2,059
105	3720	SCRUBBER MID-SIZED RIDE ON BATTERY	\$342	\$898	\$2,223
105	3600	SWEEPER MID-SIZED 50 IN RIDE-ON LP	\$312	\$889	\$2,223
105	1820	EXTRACTOR LARGE LOSS SKID GAS	\$588	\$1,331	\$2,700
105	3610	SWEEPER LARGE 62 IN RIDE-ON LP	\$385	\$1,094	\$2,736
100	4025	FLOOR STRIPPER W/B 500LB ELEC	\$406	\$1,219	\$2,865
105	3740	SCRUBBER INDUSTRIAL RIDE ON LP	\$428	\$1,231	\$3,078
105	3750	SWEEPER/SCRUBBER INDUST RIDE-ON BATTERY	\$471	\$1,334	\$3,335
105	3760	SWEEPER/SCRUBBER INDUST RIDE-ON LPG	\$471	\$1,334	\$3,335
105	3650	LITTER VACUUM RIDE ON OUTDOOR	\$471	\$1,334	\$3,335
105	3615	SWEEPER LARGE 62 IN RIDE-ON DSL	\$555	\$1,469	\$3,587
100	4028	FLOOR STRIPPER RIDE-ON 1800LB LP	\$855	\$2,565	\$5,130
100	4030	FLOOR STRIPPER RIDE-ON BATTERY 2300LB	\$855	\$2,565	\$5,130
105	3620	SWEEPER INDUSTRIAL 66 IN RIDE ON DSL	\$779	\$2,223	\$5,558
105	3630	SWEEPER OUTDOOR MID-SIZED DSL	\$1,060	\$2,651	\$6,413
100	4035	FLOOR STRIPPER RIDE-ON BATTERY 2800LB	\$1,155	\$3,330	\$6,755
100	4040	FLOOR STRIPPER RIDE-ON 2850LB LP	\$1,155	\$3,330	\$7,691
105	3640	HIGH VOLUME OUTDOOR SWEEPER DSL	\$1,351	\$3,305	\$8,477
<u>FORKLIFT ACCESSORIES</u>					
930	6281	PLATFORM RAIL PADDING F/AERIAL LIFT	\$108	\$108	\$108
930	6140	TELEHANDLER BLOCK FORK 48	\$26	\$55	\$117

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PRINT DATE: Friday, September 21, 2018

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>		<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>	
<b><u>FORKLIFT ACCESSORIES</u></b>					
930	6250	LIFT-N-TOW F/FORKLIFT VAR CAP 4-10K HOOK	\$16	\$65	\$122
930	6272	WINDOW PANEL CRADLE F/BOOM LIFT	\$33	\$75	\$148
490	1460	FORKLIFT ATTACHMENT 48IN FORKS	\$22	\$61	\$149
930	6076	FORK EXTENSION 96 (BLUE)	\$20	\$59	\$159
490	1470	FORKLIFT ATTACHMENT 60IN FORKS	\$26	\$73	\$172
490	1650	FORKLIFT ATTACHMENT ADAPTER	\$30	\$86	\$192
490	1480	FORKLIFT ATTACHMENT 72IN FORKS	\$30	\$86	\$192
930	6073	FORK EXTENSION 72	\$27	\$69	\$195
930	6095	CARPET POLE ATTACHMENT	\$22	\$69	\$198
930	6080	SET OF PALLET FORKS F/BUCKETS	\$34	\$89	\$217
930	6030	SET OF PALLET FORKS 72 CL3	\$40	\$98	\$220
930	6166	SKIDSTEER FRAME & FORK SET 48 CL2	\$38	\$95	\$225
490	1695	FORKLIFT BATTERY CHARGER FOR 48V & 80V	\$34	\$81	\$230
490	1030	FORKLIFT ATTACHMENT CARPET POLE	\$34	\$97	\$230
480	1140	PALLET LIFT 8000LB W/B MANUAL	\$32	\$115	\$243
480	1135	PALLET LIFT 5500LB W/B MANUAL	\$32	\$115	\$243
480	1130	PALLET LIFT 5500LB W/B MANUAL NARROW	\$32	\$115	\$243
930	6036	SET OF PALLET FORKS 96 CL3	\$32	\$90	\$245
930	6010	SET OF PALLET FORKS 72 CL2	\$37	\$88	\$249
930	7642	FORK SLIP ON BUCKET SMOOTH 96IN 1-3/4YD	\$41	\$102	\$267
490	1000	FORKLIFT ATTACHMENT LIFTING HOOK 10000LB	\$43	\$122	\$268
930	6160	SKIDSTEER FORK FRAME CL2	\$38	\$112	\$275
930	6164	SKIDSTEER FRAME & FORK SET 42	\$41	\$97	\$286
930	7636	FORK SLIP ON BUCKET SMOOTH 72IN 1-1/2YD	\$25	\$101	\$291
930	6524	TURF/FLOAT TIRE F/TELEHANDLER	\$34	\$150	\$304
490	1002	FORKLIFT ATTACHMENT LIFTING HOOK 12000LB	\$51	\$146	\$306
490	1020	FORKLIFT ATTACHMENT JIB	\$51	\$146	\$325
490	1400	FORKLIFT ATTACHMENT CARRIAGE	\$51	\$146	\$325
490	1450	FORKLIFT ATTACHMENT FORK EXTENSIONS	\$51	\$146	\$325
490	1600	CRANE ATTACHMENT TRASH HOPPER	\$51	\$146	\$325
490	1010	FORKLIFT ATTACHMENT TRUSS BOOM	\$51	\$146	\$325
490	1265	FORKLIFT ATTACHMENT BUCKET 1.5YD	\$51	\$146	\$345
490	1700	EXTRA BATTERY PACK 4K ELECTRIC FORKLIFT	\$60	\$146	\$345
490	1250	FORKLIFT ATTACHMENT BUCKET .50-.75YD	\$51	\$146	\$345
490	1260	FORKLIFT ATTACHMENT BUCKET 1.25YD	\$51	\$146	\$345
490	1255	FORKLIFT ATTACHMENT BUCKET 1YD	\$51	\$146	\$345
490	1720	EXTRA BATTERY PACK 6K ELECTRIC FORKLIFT	\$68	\$130	\$367
930	6510	SOLID TIRE F/SKIDSTEER	\$62	\$150	\$370
490	1270	FORKLIFT ATTACHMENT BUCKET 1.75YD	\$56	\$158	\$379
490	1275	FORKLIFT ATTACHMENT BUCKET 2YD	\$56	\$158	\$379
490	1235	FORKLIFT ATTACHMENT TRASH HOPPER 3YD	\$59	\$146	\$382

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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FORKLIFT ACCESSORIES

490	1415	FORKLIFT ATTACHMENT SIDE TILT CARRIAGE	\$68	\$146	\$383
490	1055	FORKLIFT ATTACHMENT BIN CLAMP ROTATOR	\$56	\$158	\$440
490	1210	FORKLIFT ATTACHMENT BIN DUMPER 1YD	\$56	\$158	\$440
490	1215	FORKLIFT ATTACHMENT BIN DUMPER 2YD	\$56	\$158	\$440
490	1040	FORKLIFT ATTACHMENT INDUSTRIAL SCALE	\$86	\$223	\$459
490	1060	FORKLIFT ATTACHMENT DRUM ROTATOR	\$86	\$223	\$459
490	1080	FORKLIFT ATTACHMENT WORK PLATFORM	\$86	\$243	\$459
490	1220	FORKLIFT ATTACHMENT BIN DUMPER 3YD	\$64	\$183	\$459
930	6252	SWIVEL LIFTING HOOK F/FORKLIFT VAR CAP	\$66	\$185	\$470
490	1225	FORKLIFT ATTACHMENT BIN DUMPER 4YD	\$68	\$194	\$478
490	1410	FORKLIFT ATTACHMENT SWING CARRIAGE	\$73	\$203	\$536
490	1300	FORKLIFT ATTACHMENT BUCKET GRAPPLE	\$68	\$194	\$551
930	6265	TELESCOPING BOOM F/FORKLIFT 42-139	\$77	\$199	\$566
930	6260	BOOM ARM F/HANDLER 8-15 4K MAX	\$97	\$203	\$648
930	6267	AERIAL LIFT CRIBBING BLOCK 0-8 STEP	\$86	\$340	\$766
480	1260	PALLET LIFT 4500LB W/B ELEC	\$98	\$393	\$885
480	1250	PALLET LIFT 4000LB W/B ELEC	\$98	\$393	\$885
480	1224	PALLET STACKER 2500LB ADJ STRAD W/B ELEC	\$132	\$410	\$1,048
480	1280	PALLET LIFT 6000LB 48IN RIDE-ON ELEC	\$141	\$423	\$1,099
480	1229	PALLET STACKER 3000LB STRADDLE W/B ELEC	\$141	\$423	\$1,099
480	1210	PALLET ORDER PICKER 3000LB STAND ON ELEC	\$184	\$462	\$1,155
480	1239	PALLET STACKER 4000LB STRADDLE W/B ELEC	\$158	\$471	\$1,240
480	1230	PALLET STACKER 3000LB COUNT WGT W/B ELEC	\$158	\$471	\$1,240
480	1240	PALLET STACKER 4000LB COUNT WGT W/B ELEC	\$158	\$471	\$1,240
490	1073	FORKLIFT ATTACHMENT FORK ROTATOR 5000LB	\$214	\$608	\$1,530
490	1070	FORKLIFT ATTACHMENT FORK ROTATOR 2500LB	\$214	\$608	\$1,530
480	1180	PALLET REACH TRUCK 4500LB STAND ON ELEC	\$269	\$680	\$1,706

FORKLIFTS - CONSTRUCTION

455	1000	STRAIGHTMAST RT FORKLIFT 5000LB 4WD	\$280	\$670	\$1,452
455	1010	STRAIGHTMAST RT FORKLIFT 6000LB 2WD	\$280	\$670	\$1,452
455	1030	STRAIGHTMAST RT FORKLIFT 8000LB 2WD	\$296	\$707	\$1,654
455	1020	STRAIGHTMAST RT FORKLIFT 6000LB 4WD	\$296	\$707	\$1,654
455	1040	STRAIGHTMAST RT FORKLIFT 8000LB 4WD	\$316	\$842	\$1,823
455	1045	STRAIGHTMAST RT FORKLIFT 8000LB 4WD LOWP	\$340	\$884	\$1,890
455	1050	STRAIGHTMAST RT FORKLIFT 10000LB 2WD	\$426	\$1,205	\$2,498
455	1060	STRAIGHTMAST RT FORKLIFT 10000LB 4WD	\$446	\$1,263	\$2,599
455	1065	STRAIGHTMAST RT FORKLIFT 12000LB 2WD	\$454	\$1,282	\$2,633
455	1070	STRAIGHTMAST RT FORKLIFT 12000LB 4WD	\$466	\$1,319	\$2,700
455	1080	STRAIGHTMAST RT FORKLIFT 20000LB 4WD	\$547	\$1,530	\$3,645

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b><u>FORKLIFTS - HI-REACH</u></b>					
460	1010	TELEHANDLER 5500LB 16-20FT LIFT ROPS	\$257	\$675	\$1,530
460	1015	TELEHANDLER 5500LB 16-20FT LIFT CAB	\$267	\$716	\$1,575
460	1019	TELEHANDLER 6000LB 13FT LIFT ROPS	\$315	\$743	\$1,755
460	1020	TELEHANDLER 6000LB 34-36FT LIFT ROPS	\$315	\$743	\$1,755
460	1025	TELEHANDLER 6000LB 34-36FT LIFT CAB	\$315	\$743	\$1,755
460	1030	TELEHANDLER 6000LB 42-44FT LIFT ROPS	\$315	\$743	\$1,755
460	1035	TELEHANDLER 6000LB 42-44FT LIFT CAB	\$324	\$867	\$1,872
460	1040	TELEHANDLER 8000LB 42-44FT LIFT ROPS	\$342	\$914	\$2,066
460	1045	TELEHANDLER 8000LB 42-44FT LIFT CAB	\$351	\$961	\$2,156
460	1070	TELEHANDLER 10000LB 50-56FT LIFT ROPS	\$446	\$1,215	\$2,880
460	1065	TELEHANDLER 10000LB 42-44FT LIFT CAB	\$446	\$1,215	\$2,880
460	1050	TELEHANDLER 9000LB 42-44FT LIFT ROPS	\$446	\$1,215	\$2,880
460	1055	TELEHANDLER 9000LB 42-44FT LIFT CAB	\$446	\$1,215	\$2,880
460	1075	TELEHANDLER 10000LB 50-56FT LIFT CAB	\$463	\$1,355	\$2,970
460	1080	TELEHANDLER 12000LB 55-56FT LIFT ROPS	\$548	\$1,796	\$3,803
460	1085	TELEHANDLER 12000LB 55-56FT LIFT CAB	\$582	\$1,887	\$3,920
460	1087	TELEHANDLER 15000LB 44FT LIFT	\$1,161	\$3,150	\$6,930
460	1090	TELEHANDLER 20000LB 44FT LIFT CAB	\$1,800	\$5,040	\$15,300
<b><u>FORKLIFTS - INDUSTRIAL/WAREHOUSE</u></b>					
450	2070	WAREHOUSE FORKLIFT 4000LB PNEU DF	\$139	\$342	\$806
450	2150	WAREHOUSE FORKLIFT 5000LB CUSHION LPG	\$139	\$342	\$806
450	2120	WAREHOUSE FORKLIFT 5000LB PNEU DF	\$139	\$342	\$806
450	2085	WAREHOUSE FORKLIFT 4000LB CUSHION LPG	\$139	\$342	\$806
450	2060	WAREHOUSE FORKLIFT 4000LB PNEU DSL	\$139	\$342	\$806
450	2040	WAREHOUSE FORKLIFT 3000LB CUSHION LPG	\$139	\$342	\$806
450	2020	WAREHOUSE FORKLIFT 3000LB PNEU DF	\$139	\$342	\$806
450	2010	WAREHOUSE FORKLIFT 3000LB PNEU DSL	\$139	\$342	\$806
450	2110	WAREHOUSE FORKLIFT 5000LB PNEU DSL	\$139	\$342	\$806
450	2160	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU DF	\$161	\$378	\$896
450	2170	WAREHOUSE FORKLIFT 5000LB 4MAST PNEU DF	\$161	\$378	\$896
450	2200	WAREHOUSE FORKLIFT 6000LB PNEU LPG	\$174	\$440	\$986
450	2180	WAREHOUSE FORKLIFT 6000LB PNEU DSL	\$174	\$440	\$986
450	2190	WAREHOUSE FORKLIFT 6000LB PNEU DF	\$174	\$440	\$986
450	2230	WAREHOUSE FORKLIFT 6000LB FOAM FILL DF	\$181	\$473	\$1,141
450	2240	WAREHOUSE FORKLIFT 6000LB 4MAST PNEU DF	\$181	\$473	\$1,141
450	2220	WAREHOUSE FORKLIFT 6000LB SNGLE-DBL DF	\$210	\$552	\$1,317
450	2000	WAREHOUSE FORKLIFT 2000LB CUSHION ELEC	\$214	\$563	\$1,368
450	2030	WAREHOUSE FORKLIFT 3000LB CUSHION ELEC	\$214	\$563	\$1,368
450	2250	WAREHOUSE FORKLIFT 7000LB PNEU DSL	\$194	\$566	\$1,401
450	2270	WAREHOUSE FORKLIFT 8000LB PNEU DF	\$194	\$566	\$1,401

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019

Pricing Schedule #: PENDING

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b>FORKLIFTS - INDUSTRIAL/WAREHOUSE</b>				
450	2280	WAREHOUSE FORKLIFT 8000LB PNEU LPG	\$194	\$566 \$1,401
450	2260	WAREHOUSE FORKLIFT 8000LB PNEU DSL	\$194	\$566 \$1,401
450	2090	WAREHOUSE FORKLIFT 4000LB 3W SIT ELEC	\$235	\$588 \$1,422
450	2100	WAREHOUSE FORKLIFT 4000LB 3W STDUP ELEC	\$235	\$588 \$1,422
450	2050	WAREHOUSE FORKLIFT 3000LB 3W STDUP ELEC	\$235	\$588 \$1,422
450	2055	STAND UP RIDER FORKLIFT 3500LB ELEC 3WHL	\$235	\$588 \$1,422
450	2080	WAREHOUSE FORKLIFT 4000LB CUSHION ELEC	\$235	\$588 \$1,422
450	2290	WAREHOUSE FORKLIFT 9000LB PNEU DSL	\$203	\$599 \$1,460
450	2275	WAREHOUSE FORKLIFT 8000LB PNEU DF CAB	\$210	\$599 \$1,462
450	2140	WAREHOUSE FORKLIFT 5000LB CUSHION ELEC	\$252	\$608 \$1,512
450	2130	WAREHOUSE FORKLIFT 5000LB PNEU ELEC	\$252	\$608 \$1,512
450	2210	WAREHOUSE FORKLIFT 6000LB CUSHION ELEC	\$278	\$709 \$1,620
450	2310	WAREHOUSE FORKLIFT 10000LB PNEU DSL	\$248	\$627 \$1,697
450	2330	WAREHOUSE FORKLIFT 10000LB CUSHION LPG	\$248	\$627 \$1,697
450	2320	WAREHOUSE FORKLIFT 10000LB PNEU DF	\$248	\$627 \$1,697
450	2325	WAREHOUSE FORKLIFT 10000LB PNEU DF CAB	\$270	\$678 \$1,755
450	2305	WAREHOUSE FORKLIFT 10000LB CUSHION ELEC	\$300	\$851 \$2,232
450	2360	WAREHOUSE FORKLIFT 12000LB PNEU DF	\$284	\$842 \$2,372
450	2350	WAREHOUSE FORKLIFT 12000LB PNEU DSL	\$284	\$842 \$2,372
450	2345	WAREHOUSE FORKLIFT 12000LB CUSHION ELEC	\$385	\$1,033 \$2,520
450	2390	WAREHOUSE FORKLIFT 15000LB PNEU DF	\$482	\$1,263 \$3,060
450	2370	WAREHOUSE FORKLIFT 15000LB PNEU DSL	\$482	\$1,263 \$3,060
450	2380	WAREHOUSE FORKLIFT 15000LB CUSHION DF	\$482	\$1,263 \$3,060
450	2400	WAREHOUSE FORKLIFT 16000LB PNEU DSL	\$527	\$1,339 \$3,213
450	2410	WAREHOUSE FORKLIFT 20000LB PNEU DSL	\$588	\$1,416 \$3,596
450	2420	WAREHOUSE FORKLIFT 22000LB PNEU DSL	\$628	\$1,607 \$3,864
450	2440	WAREHOUSE FORKLIFT 30000LB PNEU DSL	\$851	\$2,142 \$5,700
450	2430	WAREHOUSE FORKLIFT 26000LB PNEU DSL ROPS	\$851	\$2,142 \$5,700
450	2450	WAREHOUSE FORKLIFT 36000LB PNEU DSL ROPS	\$891	\$2,295 \$6,113
450	2460	WAREHOUSE FORKLIFT 45000LB PNEU DSL	\$1,296	\$2,793 \$7,612
<b>FUEL TANKS</b>				
530	1020	FUEL TANK 251 GALLON	\$60	\$171 \$324
530	1000	FUEL TANK UP TO 100 GALLON	\$60	\$171 \$324
530	1010	FUEL TANK 132 GALLON	\$60	\$171 \$324
530	1030	FUEL TANK 300 GALLON	\$60	\$171 \$324
530	1050	FUEL TANK 552 GALLON	\$86	\$278 \$504
530	1012	FUEL TANK 132 GALLON TRAILER MOUNTED	\$86	\$278 \$504
525	1540	AIR RECEIVER TANK 500 GALLON 350 PSI	\$73	\$194 \$547
530	1070	FUEL TANK 787 GALLON	\$124	\$364 \$684
530	1060	FUEL TANK 523 GALLON TOWABLE	\$129	\$385 \$756

US COMMUNITIES PLATINUM 2019

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**Pricing Schedule #: PENDING**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<b>FUEL TANKS</b>					
530	1080	FUEL TANK 1000 GALLON	\$188	\$564	\$1,116
530	1090	FUEL TANK 1204 GALLON	\$188	\$564	\$1,116
530	1100	FUEL TANK 2388 GALLON	\$342	\$1,026	\$2,520
<b>GENERATORS</b>					
502	1520	GRIDLESS SOURCE CHARGER VEHICLE CLAMP	\$13	\$46	\$161
502	1530	GRIDLESS SOURCE SOLAR CHARGER	\$21	\$77	\$248
502	1510	GRIDLESS SOURCE AC FAST CHARGER	\$21	\$77	\$248
500	1015	1KW SILENT PORTABLE GENERATOR	\$37	\$138	\$306
500	1020	2KW SILENT PORTABLE GENERATOR GFCI	\$41	\$153	\$345
500	1025	2KW SILENT PORTABLE GENERATOR	\$41	\$153	\$345
500	1030	3KW PORTABLE GENERATOR	\$49	\$184	\$413
500	1035	3KW SILENT PORTABLE GENERATOR	\$49	\$184	\$413
500	1050	5KW PORTABLE GENERATOR	\$57	\$214	\$482
500	1060	6KW PORTABLE GENERATOR	\$65	\$245	\$551
500	1075	7KW SILENT PORTABLE GENERATOR	\$81	\$306	\$689
501	1010	10KW GENERATOR DSL	\$133	\$331	\$702
501	1020	20KW GENERATOR DSL	\$167	\$356	\$810
500	1100	10KW PORTABLE GENERATOR	\$102	\$383	\$860
502	1010	GRIDLESS CORE PORTABLE BATTERY SYS 1KW	\$86	\$342	\$1,026
501	1030	30KW GENERATOR DSL	\$206	\$580	\$1,112
501	1040	40KW GENERATOR DSL	\$227	\$599	\$1,229
501	1055	55KW GENERATOR DSL	\$234	\$563	\$1,440
502	1070	GRIDLESS CORE PORTABLE BATTERY SYS 7KW	\$120	\$513	\$1,539
501	1070	70KW GENERATOR DSL	\$288	\$766	\$1,823
501	1080	80KW GENERATOR DSL	\$324	\$810	\$2,025
501	1100	100KW GENERATOR DSL	\$335	\$844	\$2,295
501	1105	100KW GENERATOR SKID MOUNTED DSL	\$377	\$957	\$2,601
501	1120	120KW GENERATOR DSL	\$378	\$979	\$2,633
501	1140	140KW GENERATOR DSL	\$466	\$1,263	\$2,835
501	1175	175KW GENERATOR DSL	\$486	\$1,339	\$2,961
501	1180	175KW GENERATOR SKID MOUNTED DSL	\$486	\$1,339	\$2,961
501	1160	160KW GENERATOR DSL	\$486	\$1,339	\$2,961
501	1200	200KW GENERATOR DSL	\$669	\$1,569	\$3,780
501	1255	250KW GENERATOR SKID MOUNTED DSL	\$750	\$1,645	\$4,032
501	1250	250KW GENERATOR DSL	\$750	\$1,645	\$4,032
501	3060	600AMP STUDIO GENERATOR	\$577	\$1,539	\$4,275
501	1325	320KW GENERATOR SKID MOUNTED DSL	\$810	\$1,989	\$5,130
501	1350	350KW GENERATOR DSL	\$810	\$1,989	\$5,130
501	1320	320KW GENERATOR DSL	\$810	\$1,989	\$5,130
501	3120	1200AMP STUDIO GENERATOR	\$855	\$2,266	\$5,985

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Pricing Schedule #: PENDING

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<b>GENERATORS</b>					
501	3140	1400AMP STUDIO GENERATOR	\$984	\$2,394	\$6,840
501	3160	1600AMP STUDIO GENERATOR	\$1,069	\$2,694	\$7,695
501	1500	500KW GENERATOR DSL	\$912	\$2,869	\$8,100
501	3180	1800AMP STUDIO GENERATOR	\$1,155	\$2,822	\$8,123
501	1650	650KW GENERATOR DSL	\$1,296	\$3,443	\$9,450
501	1750	750KW GENERATOR DSL	\$1,296	\$3,902	\$11,475
501	1800	800KW GENERATOR DSL	\$1,620	\$4,437	\$13,500
501	2100	1000KW GENERATOR DSL	\$1,944	\$5,011	\$14,850
501	1300	300KW STUDIO GENERATOR TWIN PACK	\$1,710	\$4,959	\$16,673
501	2300	1350KW GENERATOR DSL	\$2,349	\$6,044	\$17,888
501	2600	1600KW GENERATOR DSL	\$3,321	\$9,180	\$23,625
<b>GLASS INSTALLATION</b>					
930	9522	SUCTION CUP, 8	\$17	\$37	\$77
<b>GROUND PROTECTION</b>					
930	9140	GROUND MAT RAMP F/10X7 36 UNDER FLANGE	\$5	\$8	\$16
930	9141	GROUND MAT RAMP F/10X7 36 OVER FLANGE	\$5	\$8	\$16
930	9110	GROUND PROTECTION MAT 4X8 DUAL SIDE	\$16	\$32	\$45
930	9115	GROUND PROTECTION MAT 10X7 DUAL SIDE	\$33	\$43	\$94
930	9117	GROUND PROTECTION MAT HD 14X7 DUAL SIDE	\$37	\$45	\$97
930	9130	GROUND PROTECTION MAT TOOL KIT	\$20	\$56	\$158
<b>GROUND SUPPORT EQUIPMENT</b>					
501	4110	28VDC 400AMP SOLID STATE AIRCRAFT GPU	\$141	\$329	\$662
480	2790	CONVEYOR MATERIAL 10FT X 12IN	\$86	\$257	\$684
480	4155	CABLE FEEDER	\$103	\$243	\$689
480	2795	CONVEYOR MATERIAL 10FT X 18IN	\$90	\$266	\$706
480	4130	CABLE PULLER 6000LB ELECTRIC	\$95	\$292	\$729
480	4150	CABLE PULLER 10000LB ELEC W/BOOM	\$107	\$405	\$842
480	3065	GANTRY CRANE 2 TON 154IN HEIGHT	\$269	\$680	\$1,668
640	2200	BAGGAGE TRACTOR AIRCRAFT GAS 5500 LB	\$320	\$855	\$2,223
640	2220	BAGGAGE TRACTOR AIRCRAFT DSL 5500 LB	\$338	\$941	\$2,309
501	4210	90KVA 400HZ SOLID STATE AIRCRAFT GPU	\$385	\$958	\$2,865
640	2100	BELT LOADER DRIVABLE AIRCRAFT DSL	\$513	\$1,163	\$2,907
501	4000	90KVA 400HZ PORTABLE AIRCRAFT GENERATOR	\$620	\$2,480	\$4,959
501	4010	120KVA 400HZ PORTABLE AIRCRAFT GENERATOR	\$684	\$2,736	\$5,472
501	4020	180KVA 400HZ PORTABLE AIRCRAFT GENERATOR	\$855	\$3,420	\$6,840
640	4960	TRACTOR AIRCRAFT TOWBAR 40000 GVW	\$1,625	\$3,420	\$8,550
640	4980	TRACTOR AIRCRAFT TOWBAR 60000 GVW	\$2,138	\$5,130	\$12,825
640	5000	TRACTOR AIRCRAFT TOWBAR 110000 GVW	\$2,565	\$6,840	\$17,100

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

**CAT-CLASS DESCRIPTION**

**DAY**

**WEEK**

**MONTH**

GROUND SUPPORT EQUIPMENT

LANDSCAPING

115	2410	LEAF BLOWER HANDHELD GAS	\$16	\$58	\$122
115	2650	POST PULLER 3 TON MANUAL	\$21	\$54	\$152
115	2190	MOWER LAWN 20-24IN PUSH GAS	\$24	\$86	\$183
115	2050	HEDGE TRIMMER 18IN GAS	\$29	\$97	\$199
115	2030	HEDGE TRIMMER 30IN ELEC	\$29	\$97	\$199
115	2020	HEDGE TRIMMER 24IN ELEC	\$29	\$97	\$199
115	1900	SPRAYER GARDEN 25 GALLON	\$29	\$101	\$212
115	2420	LEAF BLOWER BACKPACK GAS	\$29	\$101	\$212
115	2060	HEDGE TRIMMER 24IN GAS	\$37	\$130	\$237
115	1500	TILLER 1 HP 10IN WIDTH HAND HELD	\$32	\$115	\$243
115	2200	MOWER LAWN 20-24IN SELF PROPELLED GAS	\$32	\$115	\$243
115	2070	HEDGE TRIMMER 24IN ON A 42IN SHAFT GAS	\$49	\$140	\$266
115	2080	HEDGE TRIMMER 30IN GAS	\$49	\$140	\$266
115	1950	EDGER LAWN	\$41	\$144	\$270
115	4500	SPADE AIR 60 IN	\$41	\$104	\$280
115	2754	POLE PRUNER 7IN REACH GAS	\$41	\$144	\$304
115	1520	TILLER 2-3 HP 11-21IN WIDTH FRONT TINE	\$41	\$144	\$304
115	1955	EDGER LAWN WALK BEHIND	\$49	\$173	\$304
115	2310	WEED EATER ELEC	\$32	\$86	\$324
115	2320	WEED EATER GAS	\$32	\$86	\$324
115	2430	LEAF BLOWER WALKBEHIND GAS	\$45	\$158	\$334
115	2755	POLE PRUNER 8-12FT REACH GAS	\$45	\$158	\$334
115	1550	TILLER 4-5 HP 20-26IN WIDTH FRONT TINE	\$57	\$202	\$426
115	1540	TILLER 4-5 HP 20-26IN WIDTH MID TINE	\$57	\$202	\$426
115	1570	TILLER 6-8 HP 18-20IN WIDTH REAR TINE	\$57	\$202	\$426
115	1770	THATCHER 20-22IN WALKBEHIND	\$65	\$230	\$486
115	1775	THATCHER 23-24IN WALKBEHIND GAS	\$65	\$230	\$486
115	1780	THATCHER 20-22IN WALKBEHIND WITH SEEDER	\$69	\$245	\$517
115	1810	AERATOR 10-19IN WIDTH WALKBEHIND	\$69	\$245	\$517
115	2960	GRILL-BARBECUE 2X5 FEET PROPANE	\$69	\$245	\$517
115	1960	BED EDGER	\$77	\$234	\$523
115	1710	SOD CUTTER 18IN CUT W/B	\$77	\$274	\$577
115	2900	LOG SPLITTER 9HP 20-26 TON	\$77	\$274	\$577
115	1700	SOD CUTTER 12IN CUT W/B	\$77	\$274	\$577
115	2600	POST DRIVER 55LB AIR	\$81	\$288	\$608
115	2540	POSTHOLE AUGER TWO MAN GAS	\$81	\$288	\$608
115	2500	POSTHOLE AUGER ONE MAN TOWABLE GAS	\$81	\$288	\$608
115	2490	POSTHOLE AUGER ONE MAN GAS	\$81	\$288	\$608
115	2610	POST DRIVER 45LB GAS	\$81	\$288	\$608

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<b>LANDSCAPING</b>					
115	2970	GRILL TRAILER MOUNTED W/ROTISSURIE LPG	\$81	\$288	\$608
115	2405	RAKE POWER	\$86	\$324	\$673
115	2230	MOWER BRUSH 24-26IN SELF PROPELLED GAS	\$94	\$331	\$698
115	3700	SNOW BLOWER W/B GAS	\$95	\$252	\$743
115	1850	OVERSEEDER WALKBEHIND GAS	\$105	\$295	\$743
115	1820	AERATOR 20-29IN WIDTH WALKBEHIND	\$105	\$374	\$787
115	1920	SPRAYER PAVEMENT MARKERS	\$126	\$385	\$787
115	2240	MOWER LAWN 36-48IN RIDING GAS	\$105	\$374	\$790
115	1590	TILLER 9-13 HP 18-20IN WIDTH REAR TINE	\$110	\$389	\$820
115	1595	TILLER 10-13 HP 20-26IN WIDTH REAR TINE	\$110	\$389	\$820
115	2901	LOG SPLITTER 7-8 HP 30-34 TON	\$122	\$432	\$912
115	2250	MOWER LAWN 49-60IN RIDING GAS	\$122	\$428	\$912
115	3500	BRUSH CHIPPER 4IN 13-31HP PORTABLE GAS	\$183	\$486	\$945
115	1825	AERATOR 30-39 IN WIDTH WALKBEHIND	\$158	\$504	\$1,030
115	2435	STRAW BLOWER 4 TON PER HOUR	\$120	\$372	\$1,048
115	2440	STRAW BLOWER 7 TON PER HOUR	\$205	\$478	\$1,068
115	2260	MOWER LAWN 49-60IN RIDING DIESEL	\$150	\$533	\$1,124
115	3610	STUMP GRINDER 20 - 29 HP GAS	\$203	\$540	\$1,182
115	3600	STUMP GRINDER 10 - 19 HP GAS	\$203	\$540	\$1,182
115	2270	MOWER LAWN 61-74IN RIDING GAS	\$175	\$619	\$1,306
115	3510	BRUSH CHIPPER 6IN 20 - 25 HP GAS	\$264	\$702	\$1,418
115	1840	AERATOR 20-29 IN WIDTH RIDE ON	\$191	\$637	\$1,688
115	3530	BRUSH CHIPPER 6IN 20 - 25 HP DSL	\$304	\$792	\$1,924
115	3520	BRUSH CHIPPER 9IN 40 - 49 HP GAS	\$324	\$828	\$2,025
115	3640	STUMP GRINDER 60 - 69 HP DSL	\$446	\$1,188	\$2,228
115	3540	BRUSH CHIPPER 12IN 49 - 74 HP DSL	\$405	\$972	\$2,430
115	1880	HYDRO SEEDER TRAILER MNT 600-700 GALLON	\$369	\$972	\$2,768
115	3570	BRUSH CHIPPER 18IN 170 - 179 HP DSL	\$689	\$1,800	\$5,063
<b>LIGHTING EQUIPMENT</b>					
110	2000	LIGHT DROP LED 120V HAZ LOC	\$8	\$22	\$61
110	2100	LIGHT WORK INCAN 12V HAZ LOC	\$13	\$43	\$91
110	2060	LIGHT STRING INCAN 120V HAZ LOC	\$16	\$43	\$122
110	1550	LIGHT STAND 1-HEAD FLOOD LED	\$16	\$58	\$122
110	1700	LIGHT PEDESTAL 1000 WATT ELEC	\$29	\$68	\$166
110	1710	LIGHT PEDESTAL 2000 WATT ELEC	\$29	\$68	\$166
110	1850	LIGHT CRANE LED 450-500W	\$23	\$63	\$176
110	1530	LIGHT CART 150 WATT LED HAZ LOC	\$29	\$76	\$212
110	1570	LIGHT WOBBLE 36IN LED	\$32	\$115	\$243
110	1720	LIGHT CART 2000 WATT HALIDE 2-HEAD	\$49	\$130	\$253
110	2110	LIGHT WORK INCAN 120V/12V HAZ LOC	\$37	\$130	\$274

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b>LIGHTING EQUIPMENT</b>				
110	2010	LIGHT FLOOD INCAN 110V HAZ LOC ELEC	\$41	\$108 \$304
510	1031	LIGHT TOWER BALLON LIGHT ATTACHMENT	\$43	\$164 \$342
110	1580	LIGHT BALLOON LAMP 300/575 WATT LED	\$62	\$130 \$345
110	1560	LIGHT CART 400 WATT METAL HALIDE	\$62	\$130 \$345
110	1590	LIGHT BALLOON LAMP 1000 WATT HALIDE	\$62	\$130 \$345
110	1600	LIGHT BALLOON LAMP 1000 WATT WITH CONV	\$62	\$130 \$345
510	1040	LIGHT TOWER VERT MAST ELEC NARROW BODY	\$86	\$234 \$383
510	1035	LIGHT TOWER HORIZ MAST MAN NARROW BODY	\$86	\$234 \$383
510	1030	LIGHT TOWER VERT MAST MAN NARROW BODY	\$86	\$234 \$383
110	1601	LIGHT BALLOON LAMP 1600 WATT WITH CART	\$69	\$241 \$507
510	1060	LIGHT TOWER VERT MAST AUTO NARROW BODY	\$102	\$287 \$547
510	1080	LIGHT TOWER MAN MAST 16FT LED CART 120V	\$77	\$193 \$577
510	1090	LIGHTTOWER HORIZ MAST 15KWGEN WIDE BODY	\$105	\$252 \$585
510	1070	LIGHT TOWER BALLOON KIT	\$105	\$293 \$606
110	2040	LIGHT FLOOD AIR 12V HAZ LOC ELEC	\$81	\$216 \$608
110	2041	LIGHT FLOOD AIR LED HAZ LOC	\$81	\$216 \$608
110	2020	LIGHT STAND AIR 250W HAZ LOC	\$89	\$238 \$669
510	1020	LIGHT TOWER SOLAR	\$112	\$256 \$699
510	1055	LIGHT TOWER VERT MAST LED TRAILER	\$132	\$338 \$727
510	1100	LIGHTTOWER HORIZ MAST 20KWGEN WIDE BODY	\$122	\$315 \$819
110	2050	LIGHT STRING 100FT HAZ LOC	\$110	\$292 \$820
110	2080	LIGHT STRING INCAN 12V HAZ LOC	\$130	\$342 \$912
110	2030	LIGHT BRICK LED HAZ LOC	\$122	\$324 \$912
510	1120	LIGHTTOWER 15KWGEN WITH 500 GAL TANK	\$165	\$378 \$1,053
510	1140	LIGHT TOWER VERT MAST 20KW WIDE BODY	\$165	\$378 \$1,053
510	1150	LIGHT TOWER STADIUM 24KW WIDE BODY	\$1,215	\$3,105 \$9,000
<b>LOAD BANKS</b>				
525	1360	LOAD BANK 100 KW	\$97	\$202 \$449
525	1364	LOAD BANK 400 KW	\$105	\$209 \$473
525	1366	LOAD BANK 700 KW	\$154	\$396 \$1,080
525	1368	LOAD BANK 1250 KW	\$385	\$972 \$2,700
<b>MOTOR GRADERS</b>				
260	1100	ROAD GRADER 110-119HP DSL	\$628	\$1,722 \$4,860
260	1120	ROAD GRADER 130-139HP DSL	\$912	\$2,563 \$7,196
<b>PAVING EQUIPMENT</b>				
150	4020	TRAILER ASPHALT 4 TON	\$196	\$598 \$1,538
150	4100	TRAILER ASPHALT HEATED SPRAYER 300 GAL	\$235	\$706 \$2,116
150	5000	TRAILER CRACK SEALER 250 GAL	\$410	\$1,026 \$2,565

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PAVING EQUIPMENT</b>					
150	4000	ROAD MILLING COLD 20IN WIDE	\$1,155	\$3,239	\$8,713
150	4010	ROAD MILLING COLD 80IN WIDE	\$2,138	\$8,730	\$25,222
<b>POWER DISTRIBUTION</b>					
525	1510	GFCI SINGLE OUTLET	\$5	\$8	\$15
525	1520	GFCI DOUBLE OUTLET	\$8	\$15	\$31
525	2120	PANEL DISTRIBUTION 125/250V 50AMP GFCI	\$21	\$58	\$134
525	1160	SPLITER PANEL 400 AMP CAMLOCK	\$41	\$77	\$172
525	1370	GANG BOX	\$24	\$69	\$184
525	1170	DUPLEX PANEL 100 AMP	\$45	\$104	\$222
525	1090	QUADBOX FEEDER PANEL 120 AMP	\$41	\$115	\$230
525	1100	QUAD BOX FEEDER PANEL 200 AMP	\$41	\$115	\$230
525	1230	AUTO SWITCH FOR GENERATOR	\$69	\$115	\$230
525	1180	REEFER PANEL 30 GANG	\$41	\$95	\$248
525	1130	SPIDER BOX 60 AMP	\$53	\$122	\$287
525	1120	SPIDER BOX 50 AMP	\$53	\$122	\$287
525	1110	QUAD BOX FEEDER PANEL 300 AMP	\$49	\$134	\$383
525	1225	TRANSFORMER	\$57	\$141	\$383
525	1240	TRANSFER SWITCH 100 AMP	\$49	\$138	\$425
525	1250	TRANSFER SWITCH 200 AMP	\$49	\$138	\$425
525	1255	TRANSFER SWITCH 200 AMP ATS	\$53	\$149	\$459
525	2175	PANEL DISTR 480/240V 20/40A - 120V 30A	\$57	\$161	\$482
525	1000	DISCONNECT CAMLOCK 480V 400 AMP	\$122	\$230	\$498
525	1300	VFD PANEL 10HP 460V 3P SOFT START	\$61	\$161	\$517
525	1010	I LINE PANEL 100 AMP	\$89	\$207	\$612
525	1150	SPIDER BOX FEEDER PANEL 400 AMP	\$97	\$275	\$612
525	1610	DISCONNECT PANEL 400A 600V	\$122	\$230	\$612
525	1190	DOLLY STEP DOWN TRANSFORMER 15 KVA	\$81	\$268	\$612
525	1020	I LINE PANEL 200 AMP	\$89	\$207	\$612
525	1140	SPIDER BOX FEEDER PANEL 200 AMP	\$97	\$275	\$612
525	1260	TRANSFER SWITCH 400 AMP ATS	\$73	\$207	\$612
525	1200	ISOLATION TRANSFORMER 208V	\$81	\$230	\$689
525	1560	BREAKOUT BOX 800 AMP	\$81	\$230	\$689
525	1550	BREAKOUT BOX 400 AMP	\$81	\$230	\$689
525	1210	STEPDOWN TRANSFORMER 480-208V	\$102	\$268	\$727
525	1310	VFD PANEL 20HP 460V 3PH	\$89	\$248	\$738
525	1195	DOLLY STEP DOWN TRANSFORMER 30 KVA	\$94	\$294	\$838
525	1320	VFD PANEL 50HP 460V 3PH	\$102	\$287	\$860
525	1620	DISCONNECT PANEL 600A 600V	\$130	\$325	\$918
525	5075	TRANSF 75KVA 600/480-120/208V S DWN DIST	\$122	\$345	\$991
525	5112	TRANSFORMER 150KVA 480-600V STEP UP/DWN	\$126	\$364	\$1,033

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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POWER DISTRIBUTION

525	1630	DISCONNECT PANEL 800A 600V	\$146	\$371	\$1,071
525	1330	VFD PANEL 100HP 460V 3P SOFT START	\$130	\$364	\$1,086
525	5122	TRANSFORMER 300KVA ENTERTAINMENT CONFIG	\$118	\$333	\$1,129
525	1030	I LINE PANEL 400 AMP	\$162	\$421	\$1,148
525	1270	TRANSFER SWITCH 600 AMP	\$401	\$401	\$1,205
525	1050	I LINE PANEL 600 AMP	\$175	\$459	\$1,224
525	1060	I LINE PANEL 600 AMP 600V	\$175	\$459	\$1,224
525	1350	VFD PANEL 150HP 460V 3PH	\$162	\$459	\$1,377
525	3560	TRANSFER SWITCH AUTO 1600 AMP	\$405	\$574	\$1,722
525	1290	TRANSFER SWITCH 800 AMP	\$593	\$593	\$1,778
525	2190	PANEL DISTRIBUTION 800AMP 3PH 120/208V	\$227	\$635	\$1,913
525	1070	I LINE PANEL 800 AMP	\$227	\$635	\$1,913
525	1040	I LINE PANEL 400 AMP PIN & SLEEVE	\$203	\$727	\$2,196
525	1580	BREAKOUT BOX 2400 AMP	\$324	\$918	\$2,295
525	1085	I-LINE PANEL 1200A 600V LOW PROFILE	\$284	\$823	\$2,426
525	1080	I LINE PANEL 1200 AMP	\$284	\$823	\$2,426
525	1720	I LINE PANEL 3000 AMP	\$337	\$945	\$2,831

PUMPS & ACCESSORIES

921	1816	FT OF FUSEABLE HDPE PIPE 10	\$3	\$3	\$3
921	1822	FT OF FUSEABLE HDPE PIPE 16	\$2	\$5	\$8
921	1818	FT OF FUSEABLE HDPE PIPE 12	\$3	\$6	\$10
921	1826	FT OF FUSEABLE HDPE PIPE 20	\$3	\$7	\$10
921	1518	PCS OF CERTALOK PVC PIPING 6X20	\$5	\$12	\$12
921	1820	FT OF FUSEABLE HDPE PIPE 14	\$2	\$5	\$13
921	1824	FT OF FUSEABLE HDPE PIPE 18	\$4	\$11	\$20
920	2018	PIPE 90 DEG ELL 4 IN BY VARIOUS OUTPUT	\$5	\$10	\$23
920	2028	PIPE 45 DEG ELL 8 IN BY VARIOUS OUTPUT	\$23	\$24	\$26
920	2340	PIPE ADAPTER 8 FLANGE X F BAUER	\$20	\$23	\$26
920	2341	PIPE ADAPTER 8 FLANGE X M BAUER	\$21	\$23	\$27
920	1039	INCREASER / REDUCER 8X6	\$21	\$23	\$28
920	1003	INCREASER / REDUCER 3X2	\$6	\$13	\$31
920	9012	SINGLE SIZE TEST PIPE PLUG 8	\$4	\$13	\$32
920	2772	PIPE ADAPTER 4 F CAM X F NPT TYPE D	\$5	\$13	\$33
921	1568	PCS OF CERTALOK PVC PIPING 12X20	\$13	\$33	\$34
920	3640	WATER PUMP FLOAT SWITCH SINGLE	\$5	\$13	\$37
920	7402	RUBBER DISCHARGE HOSE CAM CPLNG 2X25	\$10	\$18	\$37
920	2024	PIPE 90 DEG ELL 6 IN BY VARIOUS OUTPUT	\$9	\$16	\$38
721	0120	PORTAPOWVER PUMP W/SMALL HOSE	\$6	\$14	\$41
920	8458	RUBBER WATER HOSE W/GH FTGS 3/4X50	\$5	\$14	\$43
920	6482	RUBBER SUCTION HOSE VICT CPLNG 6X20	\$5	\$16	\$46

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
920	4406	FLANGED BLEEDER VALVE 6	\$13	\$22	\$50
920	6827	CANVAS FIRE HOSE 3X50	\$12	\$27	\$51
920	7455	RUBBER DISCHARGE HOSE PIN CPLNG 3X25	\$8	\$20	\$53
921	2546	PCS GALV STL PIPE W/BAUER CPLNG 12X10	\$47	\$47	\$54
920	7303	PVC DISCHARGE HOSE CAM CPLNG 2X50	\$6	\$19	\$57
920	1009	INCREASER / REDUCER 4X3	\$9	\$21	\$57
721	0140	PORTAPOWVER PUMP W/LRG HOSE	\$8	\$20	\$57
920	3312	SUCTION HOSE STRAINER 6	\$19	\$32	\$58
920	6803	CANVAS FIRE HOSE 1-1/2X50	\$6	\$20	\$58
921	1854	HDPE PIPE W/BAUER CPLNG 6X20	\$25	\$27	\$59
920	6003	KANAFLEX SUCTION HOSE CAM CPLNG 2X20	\$7	\$20	\$59
921	1814	FT OF FUSEABLE HDPE PIPE 8	\$59	\$59	\$62
920	6400	RUBBER SUCTION HOSE CAM CPLNG 1X20	\$12	\$32	\$62
920	1095	INCREASER / REDUCER 14X12	\$7	\$22	\$63
920	7403	RUBBER DISCHARGE HOSE CAM CPLNG 2X50	\$14	\$30	\$64
921	2530	PCS GALV STL PIPE W/BAUER CPLNG 8X20	\$57	\$60	\$67
920	4340	CHECK VALVE 8	\$8	\$23	\$69
920	6403	RUBBER SUCTION HOSE CAM CPLNG 2X20	\$15	\$34	\$69
920	7408	RUBBER DISCHARGE HOSE CAM CPLNG 4X25	\$12	\$30	\$71
920	6203	PVC SUCTION HOSE CAM CPLNG 2X20	\$14	\$36	\$71
921	1862	HDPE PIPE W/BAUER CPLNG 8X20	\$62	\$65	\$72
920	8505	NOVAFLEX DISCHARGE HOSE MNPT CPL 3/4X50	\$8	\$24	\$73
920	2112	PIPE TEE 6 IN BY VARIOUS OUTPUT	\$10	\$26	\$74
920	6006	KANAFLEX SUCTION HOSE CAM CPLNG 3X20	\$9	\$25	\$74
920	7406	RUBBER DISCHARGE HOSE CAM CPLNG 3X50	\$13	\$28	\$75
920	7905	STAINLESS STEEL HOSE 1X20	\$14	\$40	\$79
920	6616	COMPOSITE DISCHARGE HOSE W/FLANGE 3X20	\$8	\$29	\$81
920	2040	PIPE 45 DEG ELL 12 IN BY VARIOUS OUTPUT	\$66	\$70	\$85
921	1942	HDPE PIPE W/FLANGE CPLNG 12X40	\$48	\$57	\$86
920	7306	PVC DISCHARGE HOSE CAM CPLNG 3X50	\$10	\$29	\$86
920	6818	CANVAS FIRE HOSE 2-1/2X50	\$10	\$30	\$87
920	2030	PIPE 90 DEG ELL 8 IN BY VARIOUS OUTPUT	\$23	\$39	\$88
920	2109	PIPE TEE 4 IN BY VARIOUS OUTPUT	\$12	\$31	\$89
921	2150	HDPE FLOAT TEE PIPE W/STRAINER 4	\$13	\$32	\$89
920	7903	STAINLESS STEEL HOSE MNPT CPLNG 3/4X50	\$10	\$31	\$91
920	7103	ORAFLEX DISCHARGE HOSE CAM CPLNG 2X50	\$17	\$39	\$91
920	6406	RUBBER SUCTION HOSE CAM CPLNG 3X20	\$18	\$46	\$92
920	2115	PIPE TEE 8 IN BY VARIOUS OUTPUT	\$12	\$32	\$95
920	1130	INCREASER / REDUCER 18X12	\$16	\$33	\$96
920	3620	PUMP CONTROL PANEL MANUAL	\$13	\$34	\$102
920	6009	KANAFLEX SUCTION HOSE CAM CPLNG 4X20	\$12	\$35	\$103

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>					
920	2334	PIPE ADAPTER 6 FLANGE X F NPT	\$13	\$35	\$104
920	6206	PVC SUCTION HOSE CAM CPLNG 3X20	\$18	\$46	\$104
816	2740	FLOW METER	\$13	\$34	\$104
920	7900	STAINLESS STEEL HOSE 3/4X20	\$13	\$38	\$105
920	6209	PVC SUCTION HOSE CAM CPLNG 4X20	\$24	\$51	\$106
920	4230	GATE VALVE 10	\$32	\$37	\$109
809	1830	PUMP SUBMERSIBLE 1IN ELEC	\$29	\$61	\$112
809	1820	PUMP SUBMERSIBLE 3/4IN ELEC	\$29	\$61	\$112
921	2152	HDPE FLOAT TEE PIPE W/ STRAINER 6	\$13	\$37	\$114
920	4235	GATE VALVE 12	\$14	\$40	\$117
920	7129	ORAFLEX DISCHARGE HOSE BAUER CPLNG 4X50	\$41	\$61	\$122
921	2584	BAUER ELBOW 6X45 DEG	\$14	\$41	\$122
920	3315	SUCTION HOSE STRAINER 8	\$14	\$42	\$123
920	4215	GATE VALVE 4	\$29	\$82	\$124
921	2164	HDPE FLOAT TEE PIPE W/ STRAINER 20	\$27	\$46	\$124
921	2586	BAUER ELBOW 6X90 DEG	\$14	\$43	\$125
920	2168	PIPE WYE 12 IN BY VARIOUS OUTPUT	\$20	\$48	\$126
920	7309	PVC DISCHARGE HOSE CAM CPLNG 4X50	\$14	\$43	\$129
920	1024	INCREASER / REDUCER 6X3	\$15	\$44	\$130
920	7109	ORAFLEX DISCHARGE HOSE CAM CPLNG 4X50	\$21	\$52	\$131
816	2690	PUMP FLOWMETER 2IN	\$21	\$46	\$138
920	1054	INCREASER / REDUCER 10X8	\$17	\$50	\$138
920	4225	GATE VALVE 8	\$20	\$52	\$138
920	7409	RUBBER DISCHARGE HOSE CAM CPLNG 4X50	\$25	\$59	\$139
920	6212	PVC SUCTION HOSE CAM CPLNG 6X20	\$16	\$49	\$140
920	7910	STAINLESS STEEL HOSE 1X50	\$23	\$59	\$145
920	7106	ORAFLEX DISCHARGE HOSE CAM CPLNG 3X50	\$19	\$55	\$145
920	9072	MULTI SIZE TEST BALL UP TO 36	\$19	\$54	\$146
920	3610	PUMP CONTROL PANEL AUTOMATIC	\$16	\$49	\$147
920	3309	SUCTION HOSE STRAINER 4	\$17	\$50	\$148
920	1027	INCREASER / REDUCER 6X4	\$17	\$50	\$149
920	9068	MULTI SIZE TEST BALL UP TO 24	\$18	\$51	\$151
920	6011	KANAFLEX SUCTION HOSE CAM CPLNG 6X10	\$21	\$57	\$158
920	6029	KANAFLEX SUCTION HOSE BAUER CPLNG 4X20	\$18	\$53	\$158
920	7132	ORAFLEX DISCHARGE HOSE BAUER CPLNG 6X50	\$49	\$97	\$162
921	2156	HDPE FLOAT TEE PIPE W/ STRAINER 12	\$22	\$56	\$165
921	2192	HDPE RDC FLOAT PIPE W/18 STRNR 12 FLNG	\$26	\$57	\$166
812	2350	PUMP DIAPHRAGM 1/2IN	\$24	\$65	\$169
920	1066	INCREASER / REDUCER 12X6	\$51	\$57	\$169
921	2228	HDPE FITTING 12X90 DEG	\$50	\$99	\$170
920	6411	RUBBER SUCTION HOSE CAM CPLNG 6X10	\$32	\$86	\$173

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>					
920	2036	PIPE 90 DEG ELL 10 IN BY VARIOUS OUTPUT	\$21	\$59	\$174
920	1072	INCREASER / REDUCER 12X10	\$22	\$62	\$187
920	1069	INCREASER / REDUCER 12X8	\$22	\$63	\$188
920	7933	STAINLESS STEEL HOSE 4X10	\$21	\$64	\$191
821	2920	PONTOON FLOAT SUBMERSIBLE STEEL 12IN	\$49	\$95	\$192
921	1924	HDPE PIPE W/FLANGE CPLNGS 8X40	\$164	\$172	\$194
920	8154	HYDRAULIC HOSE 1-1/4X50	\$23	\$68	\$198
809	1900	PUMP SUBMERSIBLE HV 1HP 3PH 2IN ELEC	\$29	\$73	\$203
920	6432	RUBBER SUCTION HOSE BAUER CPLNG 6X20	\$44	\$89	\$203
920	6623	COMPOSITE DISCHARGE HOSE W/FLANGE 4X10	\$23	\$69	\$211
920	2042	PIPE 90 DEG ELL 12 IN BY VARIOUS OUTPUT	\$24	\$70	\$212
920	7004	CHEMICAL HOSE W/SSTL CAMLOCK 1X20	\$24	\$71	\$215
920	6434	RUBBER SUCTION HOSE BAUER CPLNG 8X10	\$56	\$109	\$221
920	4220	GATE VALVE 6	\$26	\$77	\$229
816	2700	PUMP FLOWMETER 3IN	\$24	\$77	\$230
920	7118	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50	\$35	\$88	\$232
921	2180	HDPE FLOAT PIPE W/8 STRNR 8 FLNG	\$27	\$78	\$232
920	2121	PIPE TEE 12 IN BY VARIOUS OUTPUT	\$228	\$228	\$234
920	6412	RUBBER SUCTION HOSE CAM CPLNG 6X20	\$50	\$114	\$236
920	3509	WATER PIPE / HOSE MANIFOLD 4	\$29	\$82	\$244
920	8164	HYDRAULIC HOSE 1-1/2X50	\$30	\$84	\$253
809	1910	PUMP SUBMERSIBLE 2HP 3PH 460V 2IN ELEC	\$37	\$95	\$253
921	2168	HDPE FLOAT TEE PIPE W/ STRAINER 24	\$65	\$105	\$256
920	9162	TEST BALL LIFT LINE W/HOSE & GAUGES	\$29	\$86	\$256
920	6012	KANAFLEX SUCTION HOSE CAM CPLNG 6X20	\$39	\$97	\$257
920	1159	INCREASER / REDUCER 20X18	\$30	\$88	\$262
920	6032	KANAFLEX SUCTION HOSE BAUER CPLNG 6X20	\$31	\$87	\$264
812	2380	PUMP DIAPHRAGM ALUMINUM 1-1/2IN	\$35	\$104	\$265
807	1720	PUMP TRASH 3IN DSL	\$41	\$134	\$279
920	7054	CHEMICAL HOSE W/SSTL FLANGE 2X20	\$33	\$99	\$281
920	7312	PVC DISCHARGE HOSE CAM CPLNG 6X50	\$52	\$132	\$282
920	8144	HYDRAULIC HOSE 1X50	\$32	\$95	\$285
812	2370	PUMP DIAPHRAGM ALUM/CAST IRON 1IN	\$41	\$115	\$287
920	6014	KANAFLEX SUCTION HOSE CAM CPLNG 8X10	\$33	\$95	\$288
920	7915	STAINLESS STEEL HOSE 2X20	\$33	\$98	\$289
920	8225	CARBON STEEL HOSE W/FLANGE 6X20	\$75	\$149	\$290
920	7435	RUBBER DISCHARGE HOSE BAUER CPLNG 8X50	\$48	\$113	\$298
816	2710	PUMP FLOWMETER 4IN	\$32	\$100	\$299
920	3512	WATER PIPE / HOSE MANIFOLD 6	\$39	\$114	\$302
920	7014	CHEMICAL HOSE W/SSTL CAMLOCK 2X20	\$34	\$102	\$302
812	2410	PUMP DIAPHRAGM ALUMINUM 2IN	\$65	\$172	\$304

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
809	1840	PUMP SUBMERSIBLE 1-1/4IN ELEC	\$41	\$115	\$304
809	1850	PUMP SUBMERSIBLE 1-1/2IN ELEC	\$41	\$115	\$304
800	1010	PUMP CENTRIFUGAL 1IN GAS	\$45	\$115	\$306
920	3650	SUBMERSIBLE PUMP RAFT	\$34	\$100	\$307
920	1115	INCREASER / REDUCER 16X12	\$37	\$107	\$308
920	7705	OIL SUCT/DISCH HOSE FLNG CPLNG 2X20	\$35	\$104	\$308
920	6515	RUBBER SUCTION HOSE FLNG CPLNG 8X20	\$49	\$122	\$320
920	7916	STAINLESS STEEL HOSE 2X20 W/300# FLNG	\$37	\$110	\$329
920	6663	COMPOSITE DISCHARGE HOSE W/FLANGE 12X10	\$37	\$110	\$329
920	6440	RUBBER SUCTION HOSE BAUER CPLNG 12X10	\$50	\$122	\$330
920	7412	RUBBER DISCHARGE HOSE CAM CPLNG 6X50	\$64	\$135	\$332
125	1205	PUMP HYDROSTATIC TEST 6000 PSI MANUAL	\$49	\$119	\$334
809	1865	PUMP SUBMERSIBLE 2IN LOW LEVEL ELEC	\$49	\$138	\$334
809	1860	PUMP SUBMERSIBLE 2IN ELEC	\$49	\$138	\$334
809	1860	PUMP SUBMERSIBLE 2IN ELEC	\$49	\$138	\$334
800	1020	PUMP CENTRIFUGAL 2IN GAS	\$57	\$134	\$345
816	2720	PUMP FLOWMETER 6IN	\$41	\$115	\$345
920	7925	STAINLESS STEEL HOSE 3X20	\$38	\$115	\$347
920	7715	OIL SUCT/DISCH HOSE FLNG CPLNG 3X20	\$38	\$117	\$350
920	7720	OIL SUCT/DISCH HOSE 4XSPECIAL LE	\$41	\$119	\$352
920	7218	ORAFLEX DISCHARGE HOSE FLNG CPLNG 10X50	\$47	\$126	\$353
125	1200	PUMP HYDROSTATIC TEST 3000 PSI MANUAL	\$61	\$133	\$355
800	1030	PUMP CENTRIFUGAL 3IN GAS	\$77	\$149	\$364
920	6429	RUBBER SUCTION HOSE BAUER CPLNG 4X20	\$41	\$124	\$372
921	1088	PCS OF ALUM PIPE 8X40 VICTAULIC	\$63	\$183	\$373
920	8230	CARBON STEEL HOSE W/FLANGE 8X20	\$97	\$194	\$377
812	2500	PUMP DIAPHRAGM SINGLE 1IN AIR	\$57	\$131	\$378
812	2360	PUMP DIAPHRAGM POLYPROPYLENE 1IN	\$57	\$131	\$378
800	1080	PUMP TRASH 2IN GAS	\$45	\$168	\$379
921	2188	HDPE RDC FLOAT PIPE W/16 STRNR 14 FLNG	\$41	\$128	\$382
920	3515	WATER PIPE / HOSE MANIFOLD 8	\$41	\$122	\$383
920	6657	COMPOSITE DISCHARGE HOSE W/FLANGE 10X20	\$49	\$134	\$385
809	1880	PUMP SUBMERSIBLE 3IN ELEC	\$69	\$165	\$388
809	1870	PUMP SUBMERSIBLE SEWAGE 1HP 2IN ELEC	\$57	\$172	\$388
810	2250	PUMP SUBMERSIBLE 3IN AIR	\$57	\$149	\$388
809	1890	PUMP SUBMERSIBLE 3HP 3IN ELEC	\$69	\$165	\$388
920	6035	KANAFLEX SUCTION HOSE BAUER CPLNG 8X20	\$73	\$158	\$389
821	2910	PUMP HEAD PONTOON HDPE 12IN HYD	\$86	\$226	\$401
800	1040	PUMP CENTRIFUGAL 4IN GAS	\$81	\$157	\$401
920	6040	KANAFLEX SUCTION HOSE BAUER CPLNG 12X10	\$46	\$135	\$401
809	2000	PUMP SUBMERSIBLE HV 2HP 3PH 3IN ELEC	\$57	\$161	\$405

US COMMUNITIES PLATINUM 2019

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>				
800	1120	PUMP DIAPHRAGM 2IN GAS	\$69	\$207 \$405
800	1130	PUMP DIAPHRAGM 3IN GAS	\$69	\$207 \$405
920	9062	MULTI SIZE TEST BALL UP TO 12	\$48	\$135 \$408
920	7065	CHEMICAL HOSE W/SSTL FLANGE 3X20	\$48	\$139 \$413
920	7024	CHEMICAL HOSE W/SSTL CAMLOCK 3X20	\$48	\$139 \$415
125	1260	PUMP HYDROSTATIC TEST 3000 PSI ELEC STD	\$67	\$167 \$418
820	2900	ROAD CROSSING PUMP DIVISION 6IN	\$61	\$131 \$421
821	3010	CONTAINMENT BERM 1100 GALLON	\$57	\$153 \$432
920	6015	KANAFLEX SUCTION HOSE CAM CPLNG 8X20	\$50	\$153 \$437
809	1970	PUMP SUBMERSIBLE SLUDGE 3IN ELEC	\$69	\$180 \$439
816	2730	PUMP FLOWMETER 8IN	\$53	\$149 \$440
920	7935	STAINLESS STEEL HOSE 4X20	\$50	\$149 \$445
809	1920	PUMP SUBMERSIBLE HV 3HP 3PH 2IN ELEC	\$57	\$168 \$446
812	2355	PUMP DIAPHRAGM 1IN	\$69	\$168 \$446
920	9066	MULTI SIZE TEST BALL UP TO 18	\$50	\$149 \$446
809	1940	PUMP SUBMERSIBLE SEWAGE CUT 15HP 3IN ELE	\$57	\$168 \$446
920	7135	ORAFLEX DISCHARGE HOSE BAUER CPLNG 8X50	\$69	\$171 \$447
920	6626	COMPOSITE DISCHARGE HOSE W/FLANGE 4X20	\$50	\$149 \$448
920	6626	COMPOSITE DISCHARGE HOSE W/FLANGE 4X20	\$50	\$149 \$448
920	3680	MAGNETIC GPM FLOW METER INDICATOR/TOTAL	\$51	\$153 \$459
812	2420	PUMP DIAPHRAGM CAST IRON 3IN	\$77	\$207 \$473
812	2450	PUMP DIAPHRAGM ALUMINUM 3IN	\$77	\$207 \$473
812	2415	PUMP DIAPHRAGM 3IN	\$77	\$207 \$473
809	2020	PUMP SUBMERSIBLE HV 5HP 3PH 3IN ELEC	\$65	\$180 \$473
809	2010	PUMP SUBMERSIBLE HV 4HP 3PH 3IN ELEC	\$65	\$180 \$473
921	1128	PCS OF ALUM PIPE 12X40 VICTAULIC	\$77	\$239 \$478
920	6643	COMPOSITE DISCHARGE HOSE W/FLANGE 8X10	\$122	\$240 \$479
800	1090	PUMP TRASH 3IN GAS	\$57	\$214 \$482
920	6435	RUBBER SUCTION HOSE BAUER CPLNG 8X20	\$86	\$169 \$483
920	6409	RUBBER SUCTION HOSE CAM CPLNG 4X20	\$55	\$162 \$484
920	6437	RUBBER SUCTION HOSE BAUER CPLNG 10X10	\$86	\$169 \$485
800	1070	PUMP CENTRIFUGAL HIGH HEAD 3IN GAS	\$69	\$192 \$498
816	2680	PUMP FLOWMETER 10IN	\$65	\$184 \$498
816	2682	PUMP FLOWMETER 12IN	\$65	\$184 \$498
816	2688	PUMP FLOWMETER 18 IN	\$65	\$184 \$498
800	1150	PUMP HIGH PRESSURE 5.5HP GAS	\$69	\$192 \$498
817	2750	PIPE MANIFOLD 12IN	\$122	\$248 \$498
820	2880	ROAD CROSSING PUMP DIVISION 8IN	\$77	\$153 \$498
810	1100	PUMP DOUBLED 1 1/2 IN AIR	\$94	\$268 \$507
810	1120	PUMP DOUBLED 3 IN AIR	\$94	\$268 \$507
810	1110	PUMP DOUBLED 2 IN AIR	\$94	\$268 \$507

US COMMUNITIES PLATINUM 2019

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
920	6636	COMPOSITE DISCHARGE HOSE W/FLANGE 6X20	\$59	\$172	\$509
920	7735	OIL SUCT/DISCH HOSE FLNG CPLNG 6X20	\$57	\$171	\$512
920	7074	CHEMICAL HOSE W/SSTL FLANGE 4X20	\$58	\$172	\$516
920	7034	CHEMICAL HOSE W/SSTL CAMLOCK 4X20	\$58	\$173	\$517
809	2030	PUMP SUBMERSIBLE SEWAGE 3HP 3PH 4IN ELEC	\$73	\$203	\$523
920	6518	RUBBER SUCTION HOSE FLNG CPLNG 10X20	\$73	\$186	\$527
813	2450	PUMP BOOSTER 7.5HP 2IN ELEC	\$77	\$211	\$536
813	2550	PUMP BOOSTER 5HP ELEC	\$77	\$211	\$536
125	1210	PUMP HYDROSTATIC TEST 500 PSI ELEC	\$94	\$230	\$540
125	1300	PUMP HYDROSTATIC TEST 10000 PSI AIR	\$94	\$230	\$540
125	1240	PUMP HYDROSTATIC TEST 500 PSI GAS	\$94	\$230	\$540
125	1220	PUMP HYDROSTATIC TEST 300 PSI	\$94	\$230	\$540
125	1250	PUMP HYDROSTATIC TEST 3000 PSI GAS	\$94	\$230	\$540
800	1110	PUMP TRASH 4IN GAS	\$73	\$275	\$547
920	7943	STAINLESS STEEL HOSE 6X10	\$61	\$183	\$547
821	2990	VFD PANEL 5HP	\$73	\$199	\$547
920	6646	COMPOSITE DISCHARGE HOSE W/FLANGE 8X20	\$64	\$187	\$549
920	3521	WATER PIPE / HOSE MANIFOLD 12	\$84	\$206	\$573
817	2760	PIPE MANIFOLD 18IN	\$138	\$284	\$574
820	2870	ROAD CROSSING PUMP DIVISION 12IN	\$89	\$172	\$574
920	7745	OIL SUCT/DISCH HOSE FLNG CPLNG 8X20	\$65	\$193	\$580
920	6666	COMPOSITE DISCHARGE HOSE W/FLANGE 12X20	\$97	\$194	\$583
920	7945	STAINLESS STEEL HOSE 6X20	\$66	\$198	\$589
805	1600	PUMP CENTRIFUGAL 3IN DSL	\$77	\$211	\$593
920	7084	CHEMICAL HOSE W/SSTL FLANGE 6X20	\$67	\$203	\$605
920	7121	ORAFLEX DISCHARGE HOSE CAM CPLNG 8X50	\$80	\$223	\$607
809	1930	PUMP SUBMERSIBLE HHEAD 4HP 3PH 2IN ELEC	\$81	\$230	\$608
920	7044	CHEMICAL HOSE W/SSTL CAMLOCK 6X20	\$69	\$205	\$611
820	2860	ROAD CROSSING LAY FLAT 12IN	\$94	\$241	\$612
920	7725	OIL SUCT/DISCH HOSE FLNG CPLNG 4X20	\$69	\$206	\$618
809	2140	PUMP SUBMERSIBLE SLUDGE 4IN ELEC	\$102	\$248	\$625
809	2130	PUMP SUBMERSIBLE SUPER 4IN ELEC	\$102	\$248	\$625
809	2120	PUMP SUBMERSIBLE 4IN ELEC	\$102	\$248	\$625
920	6521	RUBBER SUCTION HOSE FLNG CPLNG 12X20	\$87	\$223	\$632
808	1750	PUMP VAC ASSIST 4IN ELEC	\$102	\$268	\$642
920	9024	SINGLE SIZE TEST PIPE PLUG 24	\$73	\$215	\$648
817	2770	PIPE MANIFOLD 24IN	\$154	\$302	\$651
809	1980	PUMP SUBMERSIBLE HIGH HEAD 6HP 3IN ELEC	\$94	\$287	\$671
811	2280	PUMP SUBMERSIBLE 4IN HYD	\$89	\$207	\$671
811	2270	PUMP SUBMERSIBLE SS 4IN HYD	\$89	\$207	\$671
811	2260	PUMP SUBMERSIBLE 3IN HYD	\$89	\$207	\$671

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>				
807	1710	PUMP DIAPHRAGM 4IN DSL	\$102	\$287 \$671
818	2840	PIPE PLUG FLOW THRU 12-18IN	\$97	\$230 \$689
819	2850	PUMP DIVISION SPLAT SYSTEM	\$102	\$264 \$689
920	7955	STAINLESS STEEL HOSE 8X20	\$83	\$239 \$712
920	7341	PVC DISCHARGE HOSE BAUER CPLNG 12X50	\$81	\$241 \$725
920	7755	OIL SUCT/DISCH HOSE FLNG CPLNG 10X20	\$83	\$248 \$743
920	6041	KANAFLEX SUCTION HOSE BAUER CPLNG 12X20	\$85	\$248 \$745
920	7975	STAINLESS STEEL HOSE 12X20	\$86	\$261 \$760
811	2300	PUMP SUBMERSIBLE SS 6IN HYD	\$97	\$275 \$770
811	2290	PUMP SUBMERSIBLE SLURRY GATE 6IN HYD	\$97	\$275 \$770
811	2310	PUMP SUBMERSIBLE 6IN HYD	\$97	\$275 \$770
809	2040	PUMP SUBMERSIBLE SEWAGE CUT 5HP 4IN ELEC	\$97	\$287 \$777
811	2320	PUMP SUBMERSIBLE 8IN HYD	\$102	\$284 \$793
813	2460	PUMP BOOSTER 20HP 1-1/2IN ELEC	\$105	\$302 \$806
814	1000	PUMP HYDRAULIC 10000 PSI FOR TOOLS	\$102	\$391 \$824
811	2340	PUMP SUBMERSIBLE 12IN HYD	\$110	\$302 \$844
920	7762	OIL SUCT/DISCH HOSE FLNG CPLNG 12X10	\$96	\$285 \$855
813	2470	PUMP BOOSTER 15HP 2IN ELEC	\$113	\$325 \$860
813	2590	PUMP BOOSTER SYSTEM VFD 460V	\$118	\$325 \$860
814	1005	PUMP HYDRAULIC SPLIT FLOW FOR LIFTING	\$102	\$306 \$864
821	2940	TANK SEDIMENT 2250 GAL	\$110	\$306 \$864
921	2238	HDPE FITTING 18X90 DEG	\$96	\$287 \$864
809	1990	PUMP SUBMERSIBLE HV 7.5HP 3PH 3IN ELEC	\$138	\$375 \$871
920	7515	RUBBER DISCHARGE HOSE FLNG CPLNG 8X50	\$97	\$292 \$871
811	2330	PUMP SUBMERSIBLE SS 12IN HYD	\$122	\$325 \$874
920	7518	RUBBER DISCHARGE HOSE FLNG CPLNG 10X50	\$98	\$291 \$890
812	2390	PUMP DIAPHRAGM POLYPROPYLENE 2IN	\$158	\$452 \$912
812	2400	PUMP DIAPHRAGM SS 2IN	\$158	\$452 \$912
818	2810	PIPE PLUG MUNI 15-30IN	\$122	\$421 \$918
813	2540	PUMP SUBMERSIBLE SEWAGE 7.5HP	\$122	\$345 \$922
809	2050	PUMP SUBMERSIBLE SEWAGE 10HP 4IN ELEC	\$122	\$345 \$922
920	7765	OIL SUCT/DISCH HOSE FLNG CPLNG 12X20	\$104	\$309 \$926
920	7772	OIL SUCT/DISCH HOSE FLNG CPLNG 14X10	\$104	\$311 \$928
813	2500	PUMP BOOSTER 20HP 3IN ELEC	\$130	\$364 \$945
820	2890	ROAD CROSSING PUMP DIVISION DB WIDE 12IN	\$110	\$345 \$968
821	2925	TANK WATER 500 GAL	\$122	\$345 \$972
805	1610	PUMP CENTRIFUGAL WET PRIME 4IN DSL	\$110	\$325 \$1,006
809	1960	PUMP SUBMERSIBLE HIGH HEAD 15HP 3IN ELEC	\$138	\$383 \$1,009
809	2060	PUMP SUBMERSIBLE HIGH HEAD 15HP 4IN ELEC	\$142	\$394 \$1,009
800	1160	PUMP 6IN DOUBLED DIAPHRAGM DSL	\$138	\$383 \$1,013
813	2510	PUMP BOOSTER 30HP 3IN ELEC	\$146	\$401 \$1,013

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
812	2440	PUMP DIAPHRAGM SS 3IN	\$178	\$554	\$1,063
812	2430	PUMP DIAPHRAGM POLYPROPYLENE 3IN	\$178	\$554	\$1,063
809	2220	PUMP SUBMERSIBLE 6IN ELEC	\$183	\$440	\$1,080
813	2650	PUMP BOOSTER MED HEAD 4X4IN DSL	\$146	\$413	\$1,094
920	6530	RUBBER SUCTION HOSE FLNG CPLNG 16X20	\$122	\$365	\$1,094
801	1200	PUMP VAC ASSIST 3IN DSL	\$142	\$401	\$1,097
814	2610	POWER UNIT 10HP HYD	\$105	\$401	\$1,098
808	1730	PUMP CENTRIFUGAL 2IN ELEC	\$150	\$401	\$1,116
801	1220	PUMP VAC ASSIST 4IN T4F DSL	\$178	\$532	\$1,182
801	1210	PUMP VAC ASSIST 4IN DSL	\$178	\$532	\$1,182
809	2070	PUMP SUBMERSIBLE SEW CUT 20HP 4IN ELEC	\$162	\$459	\$1,215
125	1270	PUMP HYDROSTATIC TEST 3600PSI HYD STD	\$162	\$576	\$1,215
809	2080	PUMP SUBMERSIBLE SEWAGE 20HP 4IN ELEC	\$162	\$459	\$1,215
808	1720	PUMP TRASH 2IN ELEC	\$150	\$428	\$1,220
802	1340	PUMP VAC ASSIST SND ATT 4IN DSL	\$183	\$547	\$1,265
809	2100	PUMP SUBMERSIBLE SEWAGE 30HP 4IN ELEC	\$170	\$482	\$1,276
814	2620	POWER UNIT 20HP HYD	\$154	\$421	\$1,296
809	2150	PUMP SUBMERSIBLE SEW 10HP 3PH 6IN ELEC	\$178	\$505	\$1,337
809	2160	PUMP SUBMERSIBLE SEW 20HP 3PH 6IN ELEC	\$178	\$505	\$1,337
801	1230	PUMP VAC ASSIST 6IN DSL	\$223	\$574	\$1,346
808	1760	PUMP VAC ASSIST VARIABLE SPEED 4IN ELEC	\$223	\$574	\$1,350
803	1400	PUMP VAC ASSIST SS 4IN DSL	\$191	\$554	\$1,350
813	2570	PUMP BOOSTER 50HP 460V 2X4X9.5IN ELEC	\$194	\$532	\$1,350
813	2520	PUMP BOOSTER 4IN ELEC	\$203	\$574	\$1,350
806	1640	PUMP WELL POINT 6IN DSL	\$162	\$459	\$1,354
813	2600	PUMP AGRICULTURE DRY PRIME 8X6 DSL	\$183	\$478	\$1,418
813	2670	PUMP BOOSTER MED HEAD 6X4IN DSL	\$183	\$478	\$1,418
920	7521	RUBBER DISCHARGE HOSE FLNG CPLNG 12X50	\$162	\$486	\$1,458
804	1800	PUMP VAC ASSIST TRASH 6IN OFFSHORE DSL	\$231	\$611	\$1,471
808	1770	PUMP VAC ASSIST 6IN ELEC	\$235	\$608	\$1,472
804	1460	PUMP VAC ASSIST HIGH HEAD 5X3IN DSL	\$203	\$574	\$1,476
809	2180	PUMP SUBMERSIBLE SEWAGE 50HP 6IN ELEC	\$243	\$574	\$1,485
806	1670	PUMP WELL POINT ROTARY SO ATTN 6IN DSL	\$183	\$517	\$1,508
921	2270	HDPE TEE 12 INPUT BY VARIOUS OUTPUT	\$171	\$511	\$1,533
921	1986	HDPE PIPE W/FLANGE CPLNG 24X50	\$183	\$547	\$1,608
813	2560	PUMP BOOSTER 60HP 480V 2X4X9.5IN ELEC	\$239	\$631	\$1,620
802	1350	PUMP VAC ASSIST SND ATT 6IN DSL	\$251	\$631	\$1,620
804	1700	PUMP VAC ASSIST TRASH 6IN T4F DSL	\$235	\$631	\$1,670
801	1240	PUMP VAC ASSIST 6IN T4F DSL	\$223	\$631	\$1,670
801	1270	PUMP VAC ASSIST 8IN DSL	\$256	\$631	\$1,688
809	1950	PUMP SUBMERSIBLE HIGH HEAD 30HP 3IN ELEC	\$239	\$651	\$1,722

US COMMUNITIES PLATINUM 2019

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<b>PUMPS &amp; ACCESSORIES</b>					
809	2170	PUMP SUBMERSIBLE HV 10HP 3PH 6IN ELEC	\$239	\$651	\$1,722
809	2190	PUMP SUBMERSIBLE HV 15HP 3PH 6IN ELEC	\$239	\$651	\$1,722
809	2200	PUMP SUBMERSIBLE HV 20HP 3PH 6IN ELEC	\$239	\$651	\$1,722
806	1680	PUMP WELL POINT ROTARY SO ATTN 8IN DSL	\$203	\$574	\$1,724
818	2830	PIPE PLUG MUNI 24-48IN	\$203	\$574	\$1,729
818	2820	PIPE PLUG MUNI 24-36IN	\$203	\$574	\$1,729
801	1250	PUMP VAC ASSIST 6IN SUPER DSL	\$259	\$651	\$1,819
801	1260	PUMP VAC ASSIST 6IN SUPER T4F DSL	\$243	\$689	\$1,823
814	2630	POWER UNIT 65HP HYD	\$248	\$612	\$1,872
806	1690	PUMP WELL POINT ROTARY 12IN DSL	\$243	\$685	\$1,901
809	2110	PUMP SUBMERSIBLE HIGH HEAD 40HP 4IN ELEC	\$264	\$707	\$1,913
821	2930	TANK WATER 10000 GAL	\$243	\$689	\$1,944
814	2635	POWER UNIT 65HP HYD	\$256	\$651	\$1,944
809	2230	PUMP SUBMERSIBLE 8IN ELEC	\$365	\$804	\$1,958
801	1280	PUMP VAC ASSIST 8IN SUPER DSL	\$264	\$761	\$2,025
803	1440	PUMP VAC ASSIST SS 8IN SUPER SS DSL	\$280	\$784	\$2,025
920	9074	MULTI SIZE TEST BALL UP TO 48	\$215	\$709	\$2,127
814	2640	POWER UNIT 162HP HYD	\$264	\$689	\$2,160
804	1450	PUMP VAC ASSIST HIGH HEAD 4X3IN DSL	\$272	\$804	\$2,160
802	1360	PUMP VAC ASSIST SND ATT 8IN DSL	\$284	\$823	\$2,160
808	1780	PUMP VAC ASSIST 8IN ELEC	\$284	\$823	\$2,160
815	2660	PUMP SLURRY HARD IRON 15HP 4IN	\$292	\$823	\$2,174
802	1390	PUMP VAC ASSIST SND ATT CHOP 6IN DSL	\$292	\$826	\$2,194
805	1620	PUMP CENTRIFUGAL 6IN DSL	\$267	\$819	\$2,362
803	1410	PUMP VAC ASSIST SS 6IN DSL	\$284	\$880	\$2,363
803	1430	PUMP VAC ASSIST SS 6IN SUPER SS DSL	\$304	\$899	\$2,430
813	2530	PUMP BOOSTER SEWAGE 50HP ELEC	\$340	\$964	\$2,552
804	1530	PUMP VAC ASSIST HHEAD VN PRI 10X6IN DSL	\$345	\$918	\$2,592
806	1700	PUMP WELL POINT ROTARY SO ATTN 12IN DSL	\$296	\$933	\$2,628
804	1500	PUMP VAC ASSIST HHEAD SO ATTN 6X4IN DSL	\$365	\$1,071	\$2,808
804	1470	PUMP VAC ASSIST HIGH HEAD 6X3IN DSL	\$345	\$979	\$2,880
821	2950	PUMP DIVISION ENGINE 6 CYL DEUTZ	\$345	\$1,052	\$2,880
801	1290	PUMP VAC ASSIST 12IN DSL	\$405	\$1,148	\$3,038
809	2240	PUMP SUBMERSIBLE 10IN ELEC	\$405	\$1,148	\$3,038
803	1420	PUMP VAC ASSIST SS 6IN T4F SS DSL	\$405	\$1,148	\$3,240
804	1575	PUMP VAC ASSIST MED HEAD 10X8IN SS DSL	\$486	\$1,339	\$3,312
801	1300	PUMP VAC ASSIST 12IN SUPER DSL	\$446	\$1,339	\$3,375
804	1480	PUMP VAC ASSIST HIGH HEAD 6X4IN DSL	\$421	\$1,197	\$3,398
813	2580	PUMP BOOSTER 2 STAGE 3X4X14IN DSL	\$507	\$1,358	\$3,587
808	1800	PUMP VAC ASSIST HIGH HEAD 6X3IN ELEC	\$450	\$1,301	\$3,600
808	1810	PUMP VAC ASSIST HIGH HEAD 8X6IN ELEC	\$450	\$1,301	\$3,600

US COMMUNITIES PLATINUM 2019

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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PUMPS & ACCESSORIES

802	1370	PUMP VAC ASSIST SND ATT 12IN DSL	\$527	\$1,416	\$3,713
804	1490	PUMP VAC ASSIST HIGH HEAD 6X4IN T4F DSL	\$466	\$1,319	\$3,726
804	1560	PUMP VAC ASSIST HIGH HEAD 6X3IN SS DSL	\$486	\$1,377	\$3,780
821	2960	PUMP DIVISION ENGINE 6 CYL DEERE	\$567	\$1,511	\$4,104
821	2980	PUMP BOOSTER 125HP 460V ELEC	\$567	\$1,511	\$4,104
804	1580	PUMP VAC ASSIST MHEAD SO ATTN 10X8IN DSL	\$385	\$1,148	\$4,319
821	2970	PUMP SEALED PRIME HIGH HEAD 5X4 DSL	\$527	\$1,569	\$4,320
804	1550	PUMP VAC ASSIST MEDIUM HEAD 10X8IN DSL	\$486	\$1,722	\$4,428
805	1640	PUMP SPLIT CASE 425HP DSL	\$567	\$1,607	\$4,464
804	1510	PUMP VAC ASSIST HIGH HEAD 6X5IN DSL	\$567	\$1,607	\$4,536
801	1320	PUMP VAC ASSIST 14IN DSL	\$725	\$2,028	\$4,721
804	1570	PUMP VAC ASSIST HIGH HEAD 10X8IN SS DSL	\$648	\$1,722	\$4,799
804	1520	PUMP VAC ASSIST HIGH HEAD 8X6IN DSL	\$689	\$1,875	\$4,889
801	1330	PUMP VAC ASSIST 18IN DSL	\$851	\$2,334	\$6,071
804	1590	PUMP VAC ASSIST HHEAD 600HP 8X6IN DSL	\$891	\$2,295	\$6,120
804	1540	PUMP VAC ASSIST HIGH HEAD 10X8IN DSL	\$806	\$2,237	\$6,718
814	2650	SLUDGEMASTER HYD	\$851	\$2,410	\$6,840
804	1600	PUMP VAC ASSIST HHEAD 600HP 10X8IN DSL	\$972	\$2,570	\$7,196
802	1380	PUMP VAC ASSIST SND ATT 14IN DSL	\$972	\$2,754	\$7,776
815	2670	PUMP SLURRY HARD IRON 75HP 6IN	\$1,215	\$3,512	\$9,450

SAWS & ACCESSORIES

100	6500	SAW JIG HAND HELD ELEC	\$8	\$14	\$31
100	6560	SAW RECIPROCATING HAND BATTERY	\$16	\$58	\$122
100	6550	SAW CIRCULAR 7 1/4 IN METAL CUTTING ELEC	\$16	\$58	\$122
100	6510	SAW CIRCULAR 7 1/4IN BLADE ELEC	\$16	\$58	\$122
100	6570	SAW RECIPROCATING HAND ELEC	\$16	\$58	\$122
100	6540	SAW WORM DRIVE TYPE 7-14IN ELEC	\$16	\$58	\$122
100	6680	SAW FLUSH CUT ELEC	\$29	\$75	\$167
120	3600	SAW CIRCULAR 8 1/4INCH AIR	\$24	\$65	\$183
100	6670	SAW TOE KICK ELEC	\$24	\$65	\$183
100	6520	SAW CIRCULAR 10 1/4IN BLADE ELEC	\$24	\$86	\$183
120	3610	SAW RECIPROCATING HAND AIR	\$32	\$86	\$220
120	3620	SAW HACK HAND HELD AIR	\$32	\$86	\$220
120	3630	SAW BAND HAND AIR	\$32	\$86	\$220
120	3640	SAW TIG AIR	\$32	\$86	\$220
100	6610	SAW MITER SLIDE COMPOUND 10 IN ELEC	\$32	\$115	\$243
100	6640	SAW CHOP 14IN BLADE ELEC	\$32	\$115	\$243
100	6710	SAW BANDSAW HAND ELEC	\$32	\$115	\$243
100	6630	SAW MITER COMPOUND 12 IN ELEC	\$37	\$130	\$274
100	6620	SAW MITER SLIDE COMPOUND 12 IN ELEC	\$37	\$130	\$274

US COMMUNITIES PLATINUM 2019

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Pricing Schedule #: PENDING

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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SAWS & ACCESSORIES

100	6650	SAW TABLE 10IN BLADE ELEC	\$37	\$130	\$274
115	2700	CHAIN SAW 16IN ELECTRIC	\$37	\$130	\$274
100	6530	SAW CIRCULAR 16 IN ELEC	\$41	\$144	\$304
115	2760	CHAIN SAW 14IN GAS	\$45	\$158	\$334
115	2770	CHAIN SAW 16IN GAS	\$45	\$158	\$334
100	6720	SAW CLAMP PIPE ELEC	\$61	\$133	\$334
115	2780	CHAIN SAW 18IN GAS	\$53	\$187	\$395
115	2790	CHAIN SAW 20IN GAS	\$53	\$187	\$395
115	2800	CHAIN SAW 24IN GAS	\$61	\$216	\$455
115	2810	CHAIN SAW 25IN GAS	\$61	\$216	\$455
115	2840	CHAIN SAW 32IN GAS	\$69	\$245	\$517
115	2820	CHAIN SAW 28IN GAS	\$69	\$245	\$517
115	2890	CHAIN SAW CONCRETE 12-16IN GAS	\$102	\$353	\$773

SCAFFOLDING

931	5254	UTILITY SCAFFOLD CASTER 5	\$2	\$3	\$8
931	5054	SCAFFOLD CROSS BRACE W/HOLE 10X27 SPACE	\$1	\$4	\$8
931	5050	SCAFFOLD CROSS BRACE W/HOLE 7X27 SPACE	\$2	\$5	\$9
931	5092	SCAFFOLD OUTRIGGER 30	\$3	\$6	\$10
931	5056	SCAFFOLD CROSS BRACE W/NOTCH 10X27 SPACE	\$5	\$6	\$10
931	5156	SCAFFOLD SIDE TOEBOARD 7	\$2	\$4	\$10
931	5103	SCAFFOLD LEVELING JACK W/O BASE PLATE	\$4	\$5	\$11
931	5148	SCAFFOLD SIDE SAFETY PANEL 10	\$3	\$6	\$11
931	5142	SCAFFOLD END SAFETY PANEL W/TOEBOARD 5	\$3	\$6	\$11
931	5160	SCAFFOLD SIDE TOEBOARD 10	\$2	\$5	\$14
931	5146	SCAFFOLD SIDE SAFETY PANEL 7	\$3	\$7	\$14
931	5106	SCAFFOLD LEVELING JACK W/BASE PLATE	\$6	\$8	\$14
931	5176	SCAFFOLD CASTER 8	\$5	\$8	\$15
931	5252	UTILITY SCAFFOLD ARM BRACE 6	\$6	\$11	\$22
931	5035	SCAFFOLD WALK THRU FRAME 1-5/8 5X6.5	\$5	\$7	\$22
931	5004	SCAFFOLD STEP FRAME 1-5/8 5X5	\$8	\$13	\$23
931	5002	SCAFFOLD STEP FRAME 1-5/8 5X3	\$5	\$10	\$25
931	5028	SCAFFOLD LADDER FRAME 1-5/8 28X6	\$5	\$10	\$26
931	5260	UTILITY SCAFFOLD DECK WOOD 6	\$7	\$15	\$27
931	5210	SCAFFOLD WALKBOARD 7	\$5	\$11	\$28
931	5250	UTILITY SCAFFOLD FRAME 65X29	\$9	\$14	\$28
931	5215	SCAFFOLD WALKBOARD 10	\$10	\$18	\$36
931	5193	SHORING POST ADJ 7-11 FT	\$18	\$37	\$62
931	5190	SHORING POST ADJ 6-10 FT	\$17	\$35	\$63
931	5408	EA POLE F/ALUM PUMP JACK SYST 24	\$14	\$41	\$105
931	5410	EA PUMP JACK F/ALUM PUMP JACK SYST	\$15	\$59	\$149

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<u>SCAFFOLDING</u>					
931	5423	NEST ALUM LADDER PLANK 20X16	\$20	\$79	\$197
931	5426	NEST ALUM LADDER PLANK 20X24	\$24	\$88	\$215
<u>SMALL TOOLS - AIR &amp; ACCESSORIES</u>					
100	1570	DRILL 3/8IN BATTERY	\$16	\$58	\$122
100	1520	DRILL 3/8IN ELEC	\$16	\$58	\$122
100	1550	DRILL 1/2IN ELEC	\$16	\$58	\$122
100	1560	DRILL 3/4IN ELEC	\$21	\$72	\$152
100	1580	DRILL 1/2IN BATTERY	\$21	\$72	\$152
100	1420	CORE DRILL UP TO 3IN HAND HELD ELEC	\$77	\$274	\$577
100	1440	CORE DRILL UPTO 6IN HAND HELD/STAND ELEC	\$81	\$288	\$608
100	1470	CORE DRILL UP TO 12IN STAND ELEC	\$94	\$331	\$698
100	1480	CORE DRILL UP TO 24IN STAND HYDRAULIC	\$105	\$360	\$810
<u>SMALL TOOLS - AIR TOOLS AND ACCESSORIES</u>					
135	2550	RATCHET 1/2INCH AIR	\$13	\$43	\$91
120	3030	GRINDER STRAIGHT AIR	\$13	\$32	\$91
120	3040	GRINDER DIE RIGHT ANGLE 1/4IN AIR	\$13	\$32	\$91
120	3050	GRINDER DIE 1/4IN AIR	\$13	\$32	\$91
120	3025	GRINDER VERTICAL 7 IN AIR	\$17	\$60	\$113
120	3000	GRINDER BATWING 7INCH AIR	\$16	\$43	\$122
120	3010	GRINDER ANGLE 4 IN AIR	\$16	\$43	\$122
120	3500	DRILL HORIZ 1/2INCH AIR	\$16	\$43	\$122
120	3020	GRINDER HORIZ 7 IN AIR	\$16	\$43	\$122
120	2010	RIVET BUSTER 6 IN STROKE	\$29	\$65	\$169
120	2020	CHIPPING HAMMER 4IN STROKE ROUND	\$29	\$65	\$169
135	2580	WRENCH IMPACT 1/2 AIR	\$24	\$65	\$183
135	2560	WRENCH IMPACT 3/8 AIR	\$24	\$65	\$183
135	2590	WRENCH IMPACT 3/4 AIR	\$32	\$86	\$220
135	2600	WRENCH IMPACT 1 AIR	\$41	\$104	\$270
120	1610	BREAKER 30-39LB AIR	\$37	\$130	\$274
120	1620	BREAKER 40-49LB AIR	\$41	\$144	\$304
120	3530	DRILL MULTI VANE UP TO 7/8 AIR	\$41	\$108	\$304
120	1640	BREAKER 60-69LB AIR	\$45	\$158	\$334
120	3520	DRILL CORE 10INCH AIR	\$49	\$130	\$365
120	1750	ROCK DRILL 1-9 LB AIR	\$49	\$173	\$365
135	2620	WRENCH IMPACT SPLINE 1 1/2 AIR	\$61	\$140	\$374
135	2610	WRENCH IMPACT 1 1/2 AIR	\$61	\$140	\$374
135	2640	WRENCH IMPACT SPLINE AIR	\$61	\$140	\$374
120	1760	ROCK DRILL 10-19 LB AIR	\$53	\$187	\$395
120	1655	BREAKER 80-89LB AIR	\$57	\$202	\$426

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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SMALL TOOLS - AIR TOOLS AND ACCESSORIES

120	1780	ROCK DRILL 30-39 LB AIR	\$57	\$202	\$426
120	1660	BREAKER 90-99LB AIR	\$57	\$202	\$426
135	2570	WRENCH IMPACT 2 1/2 AIR	\$65	\$158	\$446
135	2630	WRENCH IMPACT 3 1/2 AIR	\$65	\$158	\$446
120	2030	RIVET BUSTER 8IN STROKE	\$61	\$216	\$455
120	2040	RIVET BUSTER 11IN STROKE	\$65	\$230	\$486
120	1800	ROCK DRILL 40-49 LB AIR	\$65	\$230	\$486
120	1810	ROCK DRILL 50-59 LB AIR	\$69	\$245	\$517
120	1820	ROCK DRILL 60-69 LB AIR	\$69	\$245	\$517
135	2750	NUTRUNNER 3/4IN 1K FT/LB	\$97	\$241	\$675
120	1900	ROCK SPLITTER	\$86	\$269	\$748
120	1910	ROCK SPLITTER POWER BOX	\$98	\$300	\$889
140	3540	DIESEL PARTICULATE FILTER FTF	\$466	\$832	\$1,171
135	2755	NUTRUNNER AIR 1000 FT/LBS SQ 1IN	\$182	\$527	\$1,485
135	2757	NUTRUNNER 1SQ 3K FT/LB	\$243	\$576	\$1,620
135	2760	NUTRUNNER AIR 4000 FT/LBS SQ 1-1/2IN	\$271	\$727	\$2,039

SMALL TOOLS - DRILL EQUIPMENT AND TOOLS

902	5400	MOIL POINT F/RCSR CHIPPER	\$6	\$19	\$56
902	5105	NARROW CHISEL F/BREAKER 1 SHANK	\$6	\$19	\$56
902	5100	POINT F/BREAKER 1 SHANK	\$6	\$19	\$56
902	5405	NARROW CHISEL F/RCSR CHIPPER	\$6	\$19	\$56
902	5855	CHISEL F/JUMBO RIVET BUSTER	\$6	\$19	\$57
902	5850	POINT F/JUMBO RIVET BUSTER	\$6	\$19	\$57
902	1100	POINT F/TE-S DEMO HAMMER	\$6	\$19	\$57
902	5850	POINT F/JUMBO RIVET BUSTER	\$6	\$19	\$57
902	5855	CHISEL F/JUMBO RIVET BUSTER	\$6	\$19	\$57
902	1105	NARROW CHISEL F/TE-S DEMO HAMMER	\$6	\$19	\$57
902	5505	NARROW CHISEL F/OCRS CHIPPER	\$6	\$20	\$59
902	5200	POINT F/BREAKER 1-1/8 SHANK	\$8	\$23	\$70
902	5305	NARROW CHISEL F/BREAKER 1-1/4 SHANK	\$8	\$23	\$70
902	5300	POINT F/BREAKER 1-1/4 SHANK	\$8	\$23	\$70
902	5205	NARROW CHISEL F/BREAKER 1-1/8 SHANK	\$8	\$23	\$70
902	5110	WIDE CHISEL F/BREAKER 1 SHANK	\$8	\$23	\$70
902	5210	WIDE CHISEL F/BREAKER 1-1/8 SHANK	\$8	\$23	\$70
902	1110	WIDE CHISEL F/TE-S DEMO HAMMER	\$8	\$24	\$71
902	5125	CLAY SPADE F/BREAKER 1 SHANK	\$8	\$24	\$71
902	5215	ASPHALT CUTTER F/BREAKER 1-1/8 SHANK	\$10	\$29	\$85
902	5225	CLAY SPADE F/BREAKER 1-1/8 SHANK	\$10	\$29	\$86
902	5430	BUSHING TOOL F/RCSR CHIPPER	\$13	\$38	\$113
903	1000	DIAMOND HI SPD BLADE CONCRETE 12-16	\$21	\$59	\$177

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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SMALL TOOLS - DRILL EQUIPMENT AND TOOLS

903	1010	DIAMOND HI SPD BLADE ASPHALT 12-16	\$21	\$59	\$177
903	2070	DIAMOND CORE BIT 2	\$21	\$60	\$178
903	2080	DIAMOND CORE BIT 2-1/2	\$21	\$60	\$178
902	1140	FLEX SCRAPER CHISEL F/TE-S HAMMER	\$21	\$60	\$179
903	2085	DIAMOND CORE BIT 3	\$24	\$73	\$214
903	2090	DIAMOND CORE BIT 3-1/2	\$25	\$73	\$215
903	2095	DIAMOND CORE BIT 4	\$29	\$86	\$251
903	2100	DIAMOND CORE BIT 4-1/2	\$30	\$86	\$252
903	2110	DIAMOND CORE BIT 5	\$33	\$98	\$288
903	1060	DIAMOND ROAD SAW BLD ASPHALT 14-16	\$45	\$133	\$393
903	1050	DIAMOND ROAD SAW BLD CONCRETE 14-16	\$45	\$134	\$401
130	1210	DRILL MAGNETIC BASE 1/2IN ELEC	\$57	\$151	\$426
903	2125	DIAMOND CORE BIT 6	\$50	\$146	\$428
130	1220	DRILL MAGNETIC BASE 3/4IN ELEC	\$69	\$184	\$517
902	6243	CARBIDE GRINDING HEAD 17	\$70	\$211	\$634
130	1230	DRILL MAGNETIC BASE 1 TO 1-1/2IN ELEC	\$89	\$238	\$669
130	1240	DRILL MAGNETIC BASE 1-5/8 TO 2IN ELEC	\$89	\$238	\$669
903	2150	DIAMOND CORE BIT 8	\$78	\$230	\$678
903	1070	DIAMOND ROAD SAW BLD CONCRETE 18-22	\$80	\$239	\$707
903	1080	DIAMOND ROAD SAW BLD ASPHALT 18-22	\$80	\$239	\$707
130	1250	DRILL MAGNETIC BASE 2 TO 2-1/2IN ELEC	\$97	\$259	\$729
130	1260	DRILL MAGNETIC BASE 3IN ELEC	\$110	\$292	\$820
130	1280	DRILL MAGNETIC BASE 2-1/6IN AIR	\$113	\$302	\$851
903	2170	DIAMOND CORE BIT 10	\$105	\$312	\$923
903	1090	DIAMOND ROAD SAW BLD CONCRETE 24-28	\$122	\$360	\$1,066
903	1100	DIAMOND ROAD SAW BLD ASPHALT 24-28	\$122	\$365	\$1,094
903	2180	DIAMOND CORE BIT 12	\$145	\$430	\$1,275
903	1120	DIAMOND ROAD SAW BLD ASPHALT 30-36	\$166	\$487	\$1,433
903	1110	DIAMOND ROAD SAW BLD CONCRETE 30-36	\$166	\$487	\$1,433
902	6229	DIAMOND INSERTS F/FLOOR GRINDER	\$200	\$598	\$1,632

SMALL TOOLS - ELECTRICAL EQUIPMENT

554	0020	POWER STRIP 6X20A OUTLET 6'	\$6	\$6	\$14
553	0055	CIRCUIT BREAKER 600V / 150A	\$8	\$8	\$21
553	0005	CIRCUIT BREAKER, 480V/50A	\$5	\$10	\$27
514	1150	EXTENSION CORD 14/3 X 50'	\$5	\$12	\$29
553	0045	CIRCUIT BREAKER 600V / 30A	\$5	\$13	\$37
553	0035	CIRCUIT BREAKER 600V / 100A	\$5	\$13	\$37
514	1145	EXTENSION CORD 14/3 X 100'	\$5	\$14	\$37
553	0040	CIRCUIT BREAKER 600V / 60A	\$5	\$13	\$37
553	0002	CIRCUIT BREAKER, 480V/20A	\$6	\$18	\$52

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>	<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
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SMALL TOOLS - ELECTRICAL EQUIPMENT

553	0050	CIRCUIT BREAKER 600V / 250A	\$6	\$20	\$57
553	0030	CIRCUIT BREAKER 600V / 200A	\$8	\$24	\$73
553	0004	CIRCUIT BREAKER, 480V/40A	\$12	\$31	\$87
553	0003	CIRCUIT BREAKER, 480V/30A	\$35	\$70	\$110
553	0010	CIRCUIT BREAKER, 480V/100A	\$35	\$72	\$112
553	0015	CIRCUIT BREAKER, 480V/225A	\$45	\$83	\$133
553	0061	ADJ CIRCUIT BREAKER 600V 70-250A	\$24	\$65	\$178
553	0009	CIRCUIT BREAKER 480V 80A	\$24	\$73	\$219
553	0060	CIRCUIT BREAKER 600V / 125A	\$69	\$118	\$256
553	0025	CIRCUIT BREAKER 600V / 400A	\$76	\$128	\$266
553	0027	CIRCUIT BREAKER 600V / 600A	\$89	\$144	\$293

SMALL TOOLS - GRINDING & PLANING EQUIPMENT

100	4840	GRINDER RIGHT ANGLE 7 IN ELEC	\$13	\$32	\$64
100	4820	GRINDER RIGHT ANGLE 5 IN ELEC	\$13	\$32	\$64
100	4850	GRINDER RIGHT ANGLE 9 IN ELEC	\$13	\$32	\$64
100	4810	GRINDER R-ANGLE 4-1/2IN ELEC	\$13	\$32	\$64
100	4490	GRINDER DIE 1-1/2 IN ELEC	\$13	\$32	\$64
100	4830	GRINDER RIGHT ANGLE 6 IN ELEC	\$13	\$32	\$64
100	4500	GRINDER DIE 2 IN ELEC	\$13	\$32	\$64
100	4510	GRINDER DIE 2-1/2 IN ELEC	\$13	\$32	\$64
100	4570	GRINDER DIAMOND 6IN DUSTLESS ELEC	\$94	\$331	\$698

SMALL TOOLS - HAND TOOLS

100	6250	GUN HEAT UP TO 1000 DEGREE ELEC	\$8	\$14	\$31
100	6100	SCREWGUN	\$13	\$36	\$68
130	2160	DIE KIT FOR 6AWG TO 750KCMIL COPPER CONN	\$13	\$29	\$68
130	2150	DIE KIT FOR 6AWG TO 750KCMIL ALUM CONN	\$13	\$29	\$68
130	1300	KNOCKOUT SET/2 HYD	\$9	\$17	\$68
130	1450	SHEARS SHEET METAL ELEC	\$13	\$32	\$75
100	6210	ROUTER HAND HELD STANDARD ELEC	\$21	\$47	\$95
100	6150	PLANER HAND HELD 1 TO 3-1/4 IN ELEC	\$24	\$65	\$129
100	6020	DRILL 12IN RIGHT ANGLE PLUNGE ELEC	\$21	\$72	\$152
100	5990	DRILL 3/8 IN RIGHT ANGLE ELEC	\$21	\$72	\$152
100	6000	DRILL 1/2 IN RIGHT ANGLE ELECTRIC	\$21	\$72	\$152
130	1760	PUMP TORQUE WRENCH AIR/HYD	\$21	\$72	\$152
130	1650	WRENCH IMPACT 1/2IN BATTERY	\$21	\$72	\$152
130	1460	SHEARS CEMENT SIDING ELEC	\$29	\$68	\$166
100	6110	SCREWGUN W/ AUTO FEED	\$32	\$83	\$179
115	4010	CHARGER BATTERY 1 TO 24 V	\$24	\$65	\$183
100	5670	NAILER SIDING AIR	\$24	\$86	\$183

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CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>SMALL TOOLS - HAND TOOLS</b>					
100	5650	STAPLER FLOORING AIR	\$24	\$86	\$183
100	5640	NAILER ROOFING AIR	\$24	\$86	\$183
100	5630	NAILER FINISHING AIR	\$24	\$86	\$183
100	5620	NAILER FRAMING AIR	\$24	\$86	\$183
100	6040	DRILL GAS	\$29	\$101	\$212
100	5540	SPRAYER TEXTURE DRYWALL MACHINE	\$32	\$108	\$230
130	1670	WRENCH IMPACT 1/2IN ELEC	\$32	\$86	\$243
130	1850	NIBBLER 10 GAUGE ELEC	\$41	\$108	\$243
120	1695	CLAY DIGGER 20-29 LB AIR	\$32	\$115	\$243
120	1520	CHIPPING HAMMER RETAINER 13-20 LB AIR	\$37	\$130	\$274
120	1510	CHIPPING HAMMER RETAINER 7-12 LB AIR	\$37	\$130	\$274
135	3790	SPLITTER NUT 50-60 50 T HYD	\$37	\$97	\$274
120	1700	CLAY DIGGER 30-39 LB AIR	\$37	\$130	\$274
130	1680	WRENCH IMPACT 3/4IN ELEC	\$37	\$97	\$274
120	1540	CHIPPING HAMMER RETAINER 26-31 LB AIR	\$41	\$144	\$304
130	1690	WRENCH IMPACT 1IN ELEC	\$41	\$108	\$304
130	1720	SHEAR WRENCH 5/8-3/4-7/8IN ELECTRIC	\$73	\$162	\$304
100	6200	PLANER BENCH 12 IN ELEC	\$61	\$180	\$331
130	1950	CRIMPING TOOL 12TON 120V BATTERY	\$41	\$144	\$338
100	5530	SPRAYER ACOUSTICAL STANDARD	\$57	\$202	\$426
100	5510	SPRAYER PAINT MEDIUM AIRLESS	\$61	\$216	\$455
130	1750	PUNCH HYDRAULIC 35 TON	\$65	\$230	\$486
130	1550	CABLE CRIMPER W/ DIE KIT 12T MANUAL HYD	\$65	\$173	\$507
100	5500	SPRAYER PAINT STANDARD AIRLESS	\$81	\$284	\$509
100	6050	DRILL TEE FORMING ELEC	\$89	\$212	\$540
100	5550	SPRAYER ACOUSTICAL LARGE	\$94	\$252	\$557
120	3990	PIERCING TOOL 2 IN AIR	\$118	\$263	\$743
130	1560	CABLE CRIMPER W/ DIE KIT 15 T BATTERY	\$194	\$468	\$1,215
120	4000	PIERCING TOOL 3 IN AIR	\$183	\$432	\$1,215
120	4010	PIERCING TOOL 4 IN AIR	\$264	\$936	\$1,975

**SMALL TOOLS - HOIST & LIFTING EQUIPMENT**

481	1524	JACK BOTTLE STANDARD 5 T 4 IN	\$4	\$13	\$23
480	1520	PRY BAR	\$5	\$11	\$31
481	1548	JACK BOTTLE STANDARD 12 T 5 IN	\$5	\$17	\$33
480	2120	HOIST CHAIN 1/2 TON 8-15	\$6	\$15	\$41
481	1566	JACK BOTTLE STANDARD 22 T 6 IN	\$5	\$23	\$46
480	2140	HOIST CHAIN 1/2 TON 20	\$8	\$20	\$53
481	1030	CYLINDER HYD LP PANCAKE SA 10 T >1 IN	\$7	\$28	\$54
481	1012	CYLINDER HYD LP PANCAKE SA 5 T >1 IN	\$7	\$28	\$55
480	2160	HOIST 1/2 TON CHAIN W/OVERLOAD 20	\$9	\$22	\$58

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CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - HOIST &amp; LIFTING EQUIPMENT</b>					
481	1018	CYLINDER HYD GENERAL SA 5 T 5 IN	\$7	\$30	\$60
481	1032	CYLINDER HYD GENERAL SA 10 T 1 IN	\$8	\$32	\$64
480	1620	HOIST 3/4 TON LEVER 20	\$11	\$23	\$64
480	2220	HOIST CHAIN 1 TON 20-40	\$9	\$24	\$65
481	1036	CYLINDER HYD GENERAL SA 10 T 2 IN	\$8	\$33	\$66
480	1680	HOIST 1 TON LEVER	\$12	\$25	\$68
480	1640	HOIST 3/4 TON LEVER W/OVERLOAD 20	\$12	\$25	\$68
481	1040	CYLINDER HYD GENERAL SA 10 T 4 IN	\$9	\$36	\$71
480	1710	HOIST 1-1/2 TON LEVER 5 - 10	\$13	\$27	\$73
480	1700	HOIST 1 TON LEVER W/OVERLOAD 20	\$13	\$27	\$73
480	1740	HOIST 1 1/2 TON LEVER 20	\$13	\$29	\$77
480	2180	HOIST 1 TON CHAIN W/OVERLOAD 20	\$11	\$28	\$77
480	1720	HOIST 1 1/2 TON LEVER 15	\$13	\$29	\$77
481	1028	CYLINDER HYD THREADED END SA 10 T >1 IN	\$10	\$39	\$77
481	1042	CYLINDER HYD GENERAL SA 10 T 6 IN	\$10	\$40	\$79
481	1034	CYLINDER HYD SHORTY SA DA 10 T 1 IN	\$10	\$40	\$79
480	2200	HOIST 1 TON CHAIN W/OVERLOAD 30	\$12	\$30	\$81
481	1072	CYLINDER HYD GENERAL SA 15 T 2 IN	\$11	\$42	\$85
480	1760	HOIST 1 1/2 TON LEVER W/OVERLOAD 20	\$14	\$32	\$86
480	2240	HOIST CHAIN 1-1/2 TON 20-40	\$13	\$32	\$87
480	2340	HOIST CHAIN 2 TON 20-40	\$13	\$32	\$87
481	1048	CYLINDER HYD GENERAL SA 10 T 8 IN	\$13	\$48	\$95
481	1052	CYLINDER HYD GENERAL SA 10 T 10 IN	\$13	\$49	\$96
480	1780	HOIST 2 TON LEVER W/OVERLOAD 20	\$16	\$36	\$96
481	1106	CYLINDER HYD GENERAL SA 25 T 1 IN	\$13	\$50	\$98
481	1076	CYLINDER HYD GENERAL SA 15 T 6 IN	\$13	\$51	\$102
480	2260	HOIST 1 1/2 TON CHAIN W/OVERLOAD 20FT	\$15	\$39	\$104
481	1108	CYLINDER HYD GENERAL SA 25 T 2 IN	\$13	\$52	\$104
480	2280	HOIST 1 1/2TON CHAIN W/OVERLOAD 30FT	\$16	\$41	\$111
480	1820	HOIST 3 TON LEVER 15	\$19	\$41	\$112
480	1860	HOIST 3 TON LEVER 20-30	\$19	\$41	\$112
481	1110	CYLINDER HYD GENERAL SA 25 T 4 IN	\$14	\$57	\$113
480	1840	HOIST 3 TON LEVER W/ OVERLOAD 20	\$20	\$43	\$115
480	2320	HOIST CHAIN 2 TON 8-15	\$17	\$43	\$116
481	1092	CYLINDER HYD SHORTY SA DA 20 T 1 IN	\$14	\$59	\$118
480	5560	PORTAPOWER PUMP 2 SPEED MANUAL	\$21	\$41	\$118
480	5540	PORTAPOWER PUMP 1 SPEED MANUAL	\$21	\$41	\$118
481	1066	CYLINDER HYD CENTER HOLE SA 12 T 1 IN	\$15	\$61	\$122
480	2380	HOIST CHAIN 2TON MANUAL 30	\$18	\$45	\$122
480	2300	HOIST 2 TON CHAIN W/OVERLOAD 20	\$18	\$45	\$122
480	1040	EQUIPMENT DOLLY 1200LB CAP	\$16	\$43	\$122

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - HOIST &amp; LIFTING EQUIPMENT</b>					
480	1800	HOIST 2 1/2 TON LEVER 20	\$18	\$45	\$122
480	2400	HOIST CHAIN 3 TON 20-40	\$19	\$47	\$127
481	1090	CYLINDER HYD LP PANCAKE SA 20 T >1 IN	\$16	\$66	\$131
481	1112	CYLINDER HYD GENERAL SA 25 T 6 IN	\$16	\$66	\$131
481	1138	CYLINDER HYD SHORTY SA DA 30 T 2 IN	\$17	\$67	\$132
480	2460	HOIST CHAIN 3TON MANUAL 20	\$22	\$54	\$146
480	2440	HOIST CHAIN 3 TON 8-15	\$22	\$54	\$146
480	2480	HOIST CHAIN 3TON MANUAL 30	\$23	\$56	\$150
481	1132	CYLINDER HYD LP PANCAKE SA 30 T >1 IN	\$19	\$76	\$150
480	1880	HOIST 6 TON LEVER 5 - 10	\$25	\$56	\$150
480	2420	HOIST 3 TON CHAIN W/OVERLOAD 20	\$23	\$56	\$150
480	1900	HOIST 6 TON LEVER W/ OVERLOAD 20	\$27	\$59	\$160
481	1164	CYLINDER HYD SHORTY SA DA 50 T 2 IN	\$21	\$81	\$162
481	1526	JACK TOE ECONOMY 5 T 4 IN	\$21	\$83	\$165
481	1118	CYLINDER HYD GENERAL SA 25 T 8 IN	\$21	\$86	\$169
480	3430	MATERIAL LIFT 1000 LBS 5 FT MANUAL	\$22	\$64	\$183
481	1134	CYLINDER HYD GENERAL SA 30 T 2 IN	\$23	\$95	\$189
481	1056	CYLINDER HYD PUSHPULL DA 10-4 T 10 IN	\$24	\$97	\$194
481	1120	CYLINDER HYD GENERAL SA 25 T 10 IN	\$25	\$101	\$200
481	1154	CYLINDER HYD GENERAL SA 30 T 8 IN	\$25	\$102	\$203
480	2500	HOIST CHAIN 5 TON 8-15	\$30	\$76	\$203
480	2540	HOIST CHAIN 5 TON 20-40	\$30	\$76	\$203
480	1320	MACHINE ROLLERS 3 TON SET OF 4	\$41	\$108	\$203
480	2560	HOIST CHAIN 5TON MANUAL 30	\$32	\$81	\$220
481	1186	CYLINDER HYD GENERAL SA 55 T 6 IN	\$29	\$112	\$223
480	2520	HOIST 5 TON CHAIN W/OVERLOAD 20FT	\$33	\$84	\$226
481	1126	CYLINDER HYD GENERAL SA 25 T 14 IN	\$29	\$115	\$230
481	1242	CYLINDER HYD SHORTY SA DA 100 T 2 IN	\$30	\$119	\$239
481	1158	CYLINDER HYD GENERAL SA 35 T 2 IN	\$34	\$135	\$270
481	1150	CYLINDER HYD CENTER HOLE SA 30 T 6 IN	\$37	\$149	\$298
480	3420	HOIST CHAIN 1 TON ELEC 10-30	\$47	\$118	\$319
480	1390	MACHINE ROLLERS 30 TON SET OF 4	\$49	\$173	\$324
480	1340	MACHINE ROLLERS 8 TON SET OF 4	\$61	\$180	\$338
480	3440	MATERIAL LIFT 650 LBS 8 FT MANUAL	\$43	\$171	\$365
481	1127	CYLINDER HYD GENERAL SA 27 T 6 IN	\$41	\$122	\$365
480	1360	MACHINE ROLLERS 15 TON SET OF 4	\$69	\$198	\$372
480	3040	POWERED HAND CRANE 300 LBS CAP BATT	\$56	\$140	\$377
480	2680	HOIST CHAIN AIR 3 TON	\$56	\$140	\$377
481	1189	CYLINDER HYD PUSHPULL DA 55-28 T 4 IN	\$50	\$199	\$398
480	2600	HOIST CHAIN 8TON MANUAL 20	\$60	\$149	\$404
480	1420	MACHINE ROLLERS 60 TON SET OF 4	\$77	\$216	\$405

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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SMALL TOOLS - HOIST & LIFTING EQUIPMENT

480	1440	MACHINE ROLLERS 70 TON SET OF 4	\$89	\$238	\$446
480	1060	DOLLY STAIR CLIMBER 1500# CAP	\$61	\$216	\$455
480	1925	MATERIAL LIFT 1500 LBS 15 FT ROUSTABOUT	\$65	\$230	\$486
480	2620	HOIST CHAIN 10 TON 8-15	\$73	\$182	\$491
480	3475	MATERIAL LIFT 450 LBS 12 FT MANUAL	\$60	\$239	\$510
480	3460	MATERIAL LIFT 1000 LBS 10 FT MANUAL	\$60	\$239	\$510
480	3480	MATERIAL LIFT 650 LBS 12 FT MANUAL	\$60	\$239	\$510
480	1080	ROLALIFT 6000LBS HYD DOLLY	\$69	\$245	\$517
480	2640	HOIST CHAIN 10 TON 20-30	\$77	\$193	\$519
480	1350	MACHINE ROLLERS 12 TON SET OF 4	\$79	\$283	\$529
480	5520	PUMP PORTA POWER ELECTRIC	\$102	\$296	\$532
480	1930	MATERIAL LIFT 1500 LBS 18 FT ROUSTABOUT	\$73	\$259	\$547
480	2660	HOIST 5 TON CHAIN ELEC	\$81	\$203	\$549
480	1920	MATERIAL LIFT 1500 LBS 25 FT ROUSTABOUT	\$77	\$274	\$577
481	1260	CYLINDER HYD PUSH/PULL DA 100-44 T 6 IN	\$73	\$291	\$581
480	3510	MATERIAL LIFT 350 LBS 13 FT MANUAL	\$68	\$274	\$583
480	3540	MATERIAL LIFT 650 LBS 18 FT MANUAL	\$68	\$274	\$583
480	3525	MATERIAL LIFT 450 LBS 16 FT MANUAL	\$68	\$274	\$583
480	3520	MATERIAL LIFT 650 LBS 15 FT MANUAL	\$68	\$274	\$583
480	3560	MATERIAL LIFT 250 LBS 18 FT PNEUMATIC	\$68	\$274	\$583
480	3500	MATERIAL LIFT 300 LBS 12 FT PNEUMATIC	\$68	\$274	\$583
481	1122	CYLINDER HYD PUSH/PULL DA 25-11 T 10 IN	\$77	\$311	\$621
480	3600	MATERIAL LIFT 650 LBS 24 FT MANUAL	\$81	\$325	\$693
480	3620	MATERIAL LIFT 650 LBS 25 FT MANUAL	\$81	\$325	\$693
480	3580	MATERIAL LIFT 650 LBS 20 FT MANUAL	\$81	\$325	\$693
480	3660	MATERIAL LIFT 1100 LBS 15 FT MANUAL	\$86	\$342	\$729
481	1250	CYLINDER HYD CENTER HOLE SA 100 T 3 IN	\$97	\$389	\$778
481	1162	CYLINDER HYD GENERAL SA 50 T 2 IN	\$102	\$405	\$810
480	1030	RAMP LOADING	\$130	\$302	\$990
480	2175	HOIST CHAIN AIR 1 TON 30-50	\$149	\$599	\$1,134

SMALL TOOLS - IMPACT WRENCHES & ACCESSORIES

135	3390	WRENCH TORQUE 3/8 10-100 FT/LBS MANUAL	\$8	\$22	\$61
135	3350	MULTIPLIER TORQUE WRENCH 1/2X3/4 MANUAL	\$16	\$40	\$112
135	3290	WRENCH TORQUE 3/4 600 FT/LBS MANUAL	\$16	\$40	\$112
135	3270	WRENCH TORQUE 1/2 250 FT/LBS MANUAL	\$16	\$40	\$112
135	3310	MULTIPLY TORQUE WRENCH 3/4X1 3000 FT/LBS	\$16	\$40	\$112
135	3370	WRENCH TORQUE 1IN 1000 FT/LBS MANUAL	\$21	\$56	\$158
135	3230	WRENCH TORQUE POWER HEAD 2K FT/LB HYD	\$24	\$65	\$183
135	3410	TORQUE HEX LINK 1-5/8 2000 FT/LBS HYD	\$29	\$76	\$212
135	3550	TORQUE HEX LINK 1-7/16 2000 FT/LBS HYD	\$29	\$76	\$212

US COMMUNITIES PLATINUM 2019

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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SMALL TOOLS - IMPACT WRENCHES & ACCESSORIES

135	5220	TORQUE M2 HEX LINK 1-13/16 1300FT/LBSHYD	\$29	\$76	\$212
135	5210	TORQUE M2 HEX LINK 1-7/16 1300FT/LBS HYD	\$29	\$76	\$212
135	5205	TORQUE M2 HEX LINK 1-1/4 1300FT/LBS HYD	\$29	\$76	\$212
135	5100	DRIVER ATTACHMENT 1K FT/LB HYD	\$29	\$76	\$212
135	3430	TORQUE HEX LINK 1-13/16 2000 FT/LBS HYD	\$29	\$76	\$212
135	5229	TORQUE M2 HEX LINK 2 3/8"	\$49	\$90	\$237
135	3770	TORQUE HEX LINK 2 2000 FT/LB HYD	\$32	\$86	\$243
135	3750	TORQUE HEX LINK 2-9/16 4000 FT/LBS HYD	\$32	\$86	\$243
135	3670	TORQUE HEX LINK 2-15/16 4000 FT/LBS HYD	\$32	\$86	\$243
135	3510	TORQUE HEX LINK 2-3/4 4000 FT/LBS HYD	\$32	\$86	\$243
135	3490	TORQUE HEX LINK 2-3/16 4000 FT/LBS HYD	\$32	\$86	\$243
135	3450	TORQUE HEX LINK 2-3/8 4000 FT/LBS HYD	\$32	\$86	\$243
135	3435	TORQUE HEX LINK 2 4000 FT/LBS HYD	\$34	\$121	\$256
135	3210	WRENCH TORQUE POWER HEAD 4K FT/LB HYD	\$41	\$108	\$304
135	3470	TORQUE HEX LINK 3-1/8 8000 FT/LBS HYD	\$41	\$108	\$304
135	3570	TORQUE HEX LINK 2-9/16 8000 FT/LBS HYD	\$41	\$108	\$304
135	3690	TORQUE HEX LINK 2-3/4 8000 FT/LBS HYD	\$41	\$108	\$304
135	3480	TORQUE HEX LINK 2-3/8 8000 FT/LBS HYD	\$41	\$147	\$310
135	3439	TORQUE HEX LINK 2-3/8 2000 FT/LBS HYD	\$65	\$119	\$318
135	3730	TORQUE HEX LINK 2-15/16 8000FT/LBS HYD	\$45	\$119	\$334
135	3530	TORQUE HEX LINK 3-1/2 8000 FT/LBS HYD	\$45	\$119	\$334
135	3130	WRENCH TORQUE POWER HEAD 8K FT/LB HYD	\$53	\$140	\$395
135	3050	WRENCH TORQUE 0.75SQ 1K FT/LB HYD	\$69	\$184	\$517
135	3170	TORQUE HEX DRIVE UNIT 32K FT/LBS HYD	\$69	\$184	\$517
135	3590	TORQUE HEX LINK 3-1/2 16800 FT/LBS HYD	\$69	\$184	\$517
135	3610	TORQUE HEX LINK 3-7/8 16800 FT/LBS HYD	\$69	\$184	\$517
135	3140	WRENCH TORQUE POWER HEAD 16K FT/LB HYD	\$77	\$274	\$577
135	3710	TORQUE HEX LINK 5-3/4 HYD	\$77	\$205	\$577
135	3630	TORQUE HEX LINK 4-1/4 16800 FT/LBS HYD	\$77	\$205	\$577
135	3650	TORQUE HEX LINK 4-5/8 16800 FT/LBS HYD	\$77	\$205	\$577
135	3150	WRENCH TORQUE IMPACT SQ 3/4 AIR	\$142	\$378	\$1,063
135	3090	WRENCH TORQUE 1.5SQ 10K FT/LBS HYD	\$162	\$432	\$1,215
135	3070	WRENCH TORQUE 1SQ 3K FT/LB HYD	\$162	\$432	\$1,215
135	3190	WRENCH TORQUE IMPACT SQ 1 AIR	\$175	\$464	\$1,306
135	3141	WRENCH TORQUE SQ 3/4" 36V ELEC	\$226	\$601	\$1,691
135	3110	WRENCH TORQUE SQ 1-1/2 HYD	\$243	\$648	\$1,823
135	3142	WRENCH TORQUE SQ 1" 36V ELEC	\$280	\$738	\$2,075
135	3250	WRENCH TORQUE SQ 3/4 HYD	\$324	\$864	\$2,430

SMALL TOOLS - LADDERS & SCAFFOLD

930	4256	SECTIONS OF TANK LADDER 5	\$8	\$16	\$45
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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>SMALL TOOLS - LADDERS &amp; SCAFFOLD</b>					
930	4310	ALUMINUM LADDER PLANK 16	\$21	\$61	\$183
930	4312	ALUMINUM LADDER PLANK 20	\$26	\$73	\$210
930	4016	ALUMINUM EXTENSION LADDER 32	\$24	\$73	\$219
930	4162	FIBERGLASS STEP LADDER 12	\$29	\$86	\$256
930	4074	FIBERGLASS EXTENSION LADDER 32	\$29	\$86	\$256
930	4314	ALUMINUM LADDER PLANK 24	\$29	\$86	\$256
930	4020	ALUMINUM EXTENSION LADDER 40	\$32	\$97	\$292
930	4166	FIBERGLASS STEP LADDER 16	\$41	\$122	\$365
930	4082	FIBERGLASS EXTENSION LADDER 40	\$41	\$122	\$365
<b>SMALL TOOLS - MISCELLANEOUS</b>					
913	4110	TIE DOWN BINDER CHAIN G7 3/8X20	\$7	\$14	\$24
912	3110	CABLE ROLLER FOR RIGTTIGHT SYSTEM	\$5	\$10	\$25
902	6500	PRESSURE WASHER HOSE 3/8X50	\$4	\$11	\$31
902	6500	PRESSURE WASHER HOSE 3/8X50	\$4	\$11	\$31
913	4122	RATCHET LOAD BINDER F/3/8-1/2 CHAIN	\$8	\$17	\$34
902	6517	COLD WATER PRESSURE WASHER GUN / WAND	\$5	\$14	\$44
930	2220	HAND DOLLY W/O STRAP 400-700# CAP	\$12	\$23	\$48
913	4106	TIE DOWN BINDER CHAIN G7 3/8 10-16	\$9	\$22	\$51
755	0620	HARNES FULL BODY	\$12	\$17	\$53
100	8300	TOOL KIT BOX	\$8	\$25	\$58
930	3006	HYDRAULIC BOTTLE JACK 12T	\$6	\$20	\$59
913	2252	PROPANE TANK 7 GAL/30#	\$14	\$32	\$59
913	2250	PROPANE TANK 5 GAL/20#	\$12	\$28	\$60
913	5210	TEMPORARY LIGHT STRING 50	\$11	\$27	\$68
913	4006	COMBINATION HITCH PINTLE & 2-5/16 BALL	\$12	\$27	\$69
911	6600	PUSH/PULL LAWN ROLLER 24	\$15	\$34	\$69
913	4004	COMBINATION HITCH PINTLE & 2 BALL	\$12	\$33	\$69
913	2254	FORKLIFT PROPANE TANK 8 GAL/33#	\$12	\$35	\$72
800	5005	ACCESSORY TOOL BOX CROSSBACK PICKUP	\$14	\$37	\$77
913	2700	GPS EQUIPPED BASIC SERVICE	\$17	\$26	\$78
913	2256	PROPANE TANK 10 GAL/40#	\$16	\$40	\$80
913	2260	PROPANE TANK 25 GAL/100#	\$12	\$40	\$80
100	7040	SIDING BRAKE	\$16	\$36	\$85
930	3076	SCREW BOTTLE JACK 20 TON	\$10	\$29	\$87
930	3015	HYDRAULIC BOTTLE JACK 22T	\$10	\$29	\$87
912	0200	UNIV DIE HEAD F/535 & 300 1/8-2 RH NPT	\$10	\$29	\$87
913	2630	HOSE & PIPE STORAGE RACK	\$16	\$37	\$88
800	5006	ACCESSORY TOOL BOX SIDEMOUNT SET PICKUP	\$17	\$46	\$91
100	6900	BUFFER AUTOBODY POLISHER UP TO 9 IN ELEC	\$16	\$36	\$91
930	2222	APPLIANCE DOLLY W/STRAP 500-700# CAP	\$17	\$38	\$93

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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Pricing Schedule #: PENDING

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - MISCELLANEOUS</b>					
913	2208	NON FLAM FUEL TRANSFER TANK 75-110 GAL	\$79	\$87	\$102
913	2550	TRUCK ACCESSORY/UTILITY RACK	\$21	\$44	\$104
913	3052	SAFETY HARNESS & LANYARD KIT	\$20	\$40	\$111
930	0100	TRASH CHUTE 30X4	\$17	\$38	\$115
800	5007	ACCESSORY 50GAL DSL FUEL TANK W/PUMP	\$28	\$55	\$115
913	2560	PICK UP TRUCK CAP/COVER	\$25	\$49	\$115
800	5310	ACCESSORY BOOM/BASKET PROTECTIVE SYSTEM	\$122	\$122	\$122
100	7060	METAL DETECTOR TREASURE	\$16	\$47	\$122
100	7020	CARPET BONDING IRON	\$16	\$58	\$135
902	6170	EACH DYMASEG GRIND SEG GRY 18GR	\$16	\$47	\$140
902	6102	EACH CARBIDE SLIDE ON STRIPSERT RT	\$16	\$48	\$140
902	6135	EACH DYMADOT DBL GRIND DOT PAD GRY 30GR	\$16	\$47	\$140
902	6100	EACH CARBIDE SLIDE ON STRIPSERT LT	\$16	\$48	\$140
912	1520	TRISTAND PIPE VISE	\$16	\$49	\$146
913	5212	TEMPORARY LIGHT STRING 100	\$23	\$70	\$149
800	5011	ACCESSORY LUMBER/LADDER RACK F/PICKUP	\$16	\$50	\$149
913	5134	LED WORK LIGHT W/TRIPOD DUAL HEAD	\$37	\$73	\$150
100	8230	SAFETY LIFELINE 50	\$24	\$68	\$152
100	7090	JEEPER PIPE INSPECTOR	\$21	\$54	\$152
930	2070	UTILITY CART/TRAILER NHS 4X6	\$30	\$86	\$160
800	5010	ACCESSORY 100GAL DSL FUEL TANK W/PUMP	\$48	\$84	\$166
913	2720	PUMP MONITOR KIT: MODEM/SOLAR PANL	\$41	\$82	\$170
930	3060	HYDRAULIC TOE JACK 10T	\$24	\$61	\$183
930	2274	PALLET JACK	\$23	\$70	\$194
913	1039	CONTAINMENT BERM 10X10	\$23	\$68	\$196
100	7030	SHEETROCK JACK	\$29	\$101	\$212
800	5275	ACCESSORY NON MARKING TIRES	\$32	\$87	\$212
100	7010	WALLPAPER REMOVER LARGE	\$29	\$101	\$212
100	7000	WALLPAPER REMOVER SMALL	\$29	\$101	\$212
930	2078	DRYWALL/PANEL CART	\$25	\$74	\$212
911	8188	MANUAL REBAR CUTTER / BENDER 5/8 CAP	\$24	\$73	\$219
135	4060	TORQUE MULTIPLIER 25:1 1" DR	\$32	\$86	\$220
100	7110	LEVEL OPTICAL TRANSIT	\$32	\$83	\$220
930	3404	BEAM CLAMP F/4-12 BEAM 3T CAP	\$30	\$79	\$220
100	7050	METAL DETECTOR FERROUS	\$32	\$115	\$243
930	2073	TILT DEBRIS CART 1/2 CU YD	\$29	\$84	\$243
902	6533	ROTARY SURFACE CLEANER 18-20 W/O WHLS	\$29	\$84	\$248
135	6035	RR JACK TRACK HYD	\$37	\$94	\$260
135	3900	EYE WASH STATION	\$37	\$97	\$266
100	6810	STUD GUN FASTENER	\$37	\$130	\$274
913	2512	WORKSTATION PORTABLE	\$23	\$101	\$289

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b>SMALL TOOLS - MISCELLANEOUS</b>				
100	8240	SAFETY LIFELINE RETRACTABLE YOYO 60	\$29	\$101 \$290
913	1015	CONTAINMENT BERM 6X8	\$60	\$122 \$298
930	2076	TILT DEBRIS CART 1 CU YD	\$32	\$115 \$302
930	2016	MULTI POSITION CART F/ROTARY HAMMER	\$29	\$86 \$304
930	3406	BEAM CLAMP F/4-12 BEAM 5T CAP	\$36	\$107 \$316
913	3070	EYEWASH STATION	\$37	\$110 \$320
912	1510	PIPE DOLLY	\$48	\$122 \$325
913	1012	CONTAINMENT BERM 6X6	\$68	\$129 \$326
913	4504	ROAD PLATE 5X10	\$47	\$122 \$327
913	4508	ROAD PLATE 8X10	\$41	\$117 \$329
913	5130	LED AREA LIGHT W/TRIPOD	\$37	\$112 \$336
135	6000	RR SPIKE PULLER HYD	\$49	\$122 \$338
135	6025	RR IMPACT DRILL 7/16QC HYD	\$49	\$122 \$338
140	3480	DLT BACK PRESSURE MONITOR	\$338	\$338 \$338
135	6020	RR CUTOFF SAW CCW HYD	\$49	\$122 \$338
913	1027	CONTAINMENT BERM 8X10	\$39	\$115 \$342
913	1508	DIESEL EXHST SCRUBBER 91-130 HP	\$64	\$164 \$350
800	5204	ACCESSORY TRUSS BOOM W/WINCH HIGH REACH	\$51	\$125 \$374
100	7160	LEVEL LASER VISIBLE	\$53	\$187 \$395
100	7150	LEVEL CONSTRUCTION LASER	\$53	\$187 \$395
100	7170	LEVEL LASER AND CHARGER	\$53	\$187 \$395
135	6015	RR TAMPER TIE 10 GPM HYD	\$57	\$144 \$405
135	6005	RR SPIKE DRIVER TALL HYD	\$57	\$144 \$405
913	1036	CONTAINMENT BERM 9X12	\$54	\$158 \$453
100	7070	LIQUID LEAK DETECTOR	\$77	\$184 \$473
100	8220	SAFETY CONFINED SPACE ENTRY & RESCUE KIT	\$73	\$187 \$473
135	6030	RR RAIL DRILL HYD	\$69	\$180 \$503
911	4631	PIPE MOUNTING CLAMP F/HACKSAW 4-12 PIPE	\$34	\$134 \$518
913	1051	CONTAINMENT BERM 12X12	\$61	\$181 \$539
913	1033	CONTAINMENT BERM 8X16	\$62	\$186 \$558
913	4502	ROAD PLATE 5X8	\$95	\$189 \$569
913	1060	CONTAINMENT BERM 12X25	\$109	\$262 \$572
913	1048	CONTAINMENT BERM 10X20	\$66	\$196 \$578
913	5152	EXP PRF LED AREA LIGHT 75W 120V	\$81	\$243 \$608
913	2236	FUEL TANK 500 GALLON	\$78	\$212 \$623
913	4516	ROAD PLATE 8X20	\$91	\$227 \$627
913	1054	CONTAINMENT BERM 12X16	\$85	\$221 \$665
100	8250	SAFETY LIFELINE RETRACTABLE YOYO 100	\$65	\$230 \$674
800	5014	ACCESSORY WATER TRUCK CANNON	\$81	\$243 \$729
100	7140	LEVEL LASER PIPE	\$134	\$346 \$746
140	3300	FILTER POT CARBON 6 BAG VESSEL	\$81	\$288 \$810

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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SMALL TOOLS - MISCELLANEOUS

658	1000	TRUCK ACCESSORIES	\$486	\$486	\$918
800	5009	ACCESSORY FLOTATION TIRES	\$130	\$322	\$965
140	3490	DPF CLEANING SYSTEM	\$142	\$356	\$995
140	3400	DIESEL PARTICULATE FILTER FOR 2.0L	\$466	\$828	\$1,215
140	3410	DIESEL PARTICULATE FILTER FOR 2.9-3.0L	\$466	\$828	\$1,215
140	3430	DIESEL PARTICULATE FILTER FOR 4.9L	\$486	\$864	\$1,620
140	3420	DIESEL PARTICULATE FILTER FOR 4.0L	\$486	\$864	\$1,620
100	7530	CONDUIT BENDING TABLE	\$243	\$648	\$1,755
140	3440	DIESEL PARTICULATE FILTER FOR 5.0L	\$547	\$972	\$1,992
140	3450	DIESEL PARTICULATE FILTER FOR 5.5L	\$547	\$972	\$1,992
140	3320	FILTER POT CODED 12 IN CT BP TRAILER	\$389	\$1,044	\$2,903
140	3460	DIESEL PARTICULATE FILTER FOR 5.9-6.0L	\$709	\$1,404	\$3,443
140	3330	FILTER POT CODED DUAL 12 IN TRAILER	\$689	\$1,836	\$5,130

SMALL TOOLS - PIPING EQUIPMENT

125	2550	STAND VISE PIPE CHAIN	\$5	\$7	\$21
125	2640	RACK CONDUIT	\$8	\$22	\$61
125	2400	FLANGE SPREADER UP TO 1 TON HYD	\$8	\$22	\$61
125	2420	FLANGE SPREADER 1TON HYD	\$8	\$22	\$61
125	2510	CLAMP ADJ CHAIN 4-16	\$13	\$32	\$91
125	2530	STAND VISE PIPE YOKE	\$13	\$32	\$91
125	2670	WELDER FRAME 6 PACK	\$29	\$68	\$112
125	2100	PIPE CUTTER 6 STRAIGHT	\$16	\$43	\$122
125	2380	HANDHELD TUBE EXPANDER BATT	\$21	\$54	\$152
125	2410	FLANGE SPREADER 5TONS RATCHET	\$37	\$86	\$152
125	1460	PIPE SNAKE 1-2IN WIDE 25FT CABLE	\$37	\$90	\$169
125	2160	PIPE CUTTER BEVELLER 2-4	\$24	\$65	\$183
125	2590	JACK TRANSMISSION	\$32	\$76	\$199
125	2170	PIPE CUTTER BEVELLER 3-8	\$27	\$71	\$201
125	2180	PIPE CUTTER BEVELLER 7-12	\$32	\$86	\$243
125	2110	PIPE CUTTER 8 STRAIGHT	\$49	\$130	\$264
125	2370	PIPE CRIMPER MANUAL	\$37	\$130	\$274
125	1999	BENDER ELECTRIC PVC 1/2 - 4 IN 120V	\$37	\$130	\$274
125	1615	BURIED LINE TRANSMITTER NO LOCATOR	\$45	\$79	\$301
125	2570	PIPE GROOVER ATTACHMENT 2-12	\$41	\$108	\$304
125	2240	PIPE CUTTER BEVELLING BAND 42	\$41	\$108	\$304
125	2405	FLANGE SPREADER 5 TON HYD DROP PIN	\$41	\$108	\$304
125	1610	BURIED LINE PIPE AND CAMERA LOCATOR	\$41	\$144	\$304
125	2700	PUMP TORQUE WRENCH 230 CU AIR/HYD	\$41	\$144	\$304
125	2120	PIPE CUTTER 12 STRAIGHT	\$57	\$151	\$331
125	2190	PIPE CUTTER BEVELLER 14-20	\$45	\$119	\$334

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<u>SMALL TOOLS - PIPING EQUIPMENT</u>				
125	1997	PVC HEATER/BENDER 4 IN	\$49	\$130 \$347
125	1998	PVC HEATER/BENDER 6 IN	\$58	\$137 \$358
125	2340	PIPE THREADER GEARED ATTACH 2 1/2-4 141	\$49	\$130 \$365
125	1420	PIPE SNAKE 1/2IN WIDE 75FT CABLE	\$49	\$173 \$365
125	2250	PIPE CUTTER BEVELLING BAND 72	\$49	\$130 \$365
125	1440	PIPE SNAKE 2IN WIDE 50FT CABLE	\$49	\$173 \$365
125	2660	18X4HOSE RACKS W/FORKLIFT SLOTS/RISER	\$73	\$155 \$372
125	2140	PIPE CUTTER 20 STRAIGHT	\$65	\$173 \$388
125	2130	PIPE CUTTER 16 STRAIGHT	\$65	\$173 \$388
125	1595	CAMERA SEWER 1-1/2-3 HANDHELD	\$122	\$252 \$405
125	2440	FLANGE SPREADER 10 TON HYD DROP PIN	\$57	\$151 \$426
125	2350	PIPE THREADER GEARED ATTACH 4-6 161	\$57	\$151 \$426
125	2260	PIPE CUTTER BEVELLING BAND 96	\$57	\$151 \$426
125	2320	PIPE THREADER 700 POWER PONY	\$57	\$151 \$426
125	2200	PIPE CUTTER BEVELLER 20-26	\$61	\$162 \$455
125	2690	PIPE PRESS TOOL PRO 1/2 - 2 IN BATT	\$61	\$216 \$455
125	1470	PIPE SNAKE 4-6IN WIDE 100FT CABLE	\$61	\$216 \$455
125	2450	FLANGE SPREADER 14TON HYD	\$65	\$173 \$486
125	2230	PIPE CUTTER BEVELLER 4IN AND UP ELEC	\$65	\$173 \$486
125	1430	PIPE SNAKE 2IN WIDE 50FT CABLE SELF FED	\$81	\$252 \$507
125	2500	PIPE HOLD-DOWN CLAMP 3-28 MANUAL	\$69	\$180 \$507
125	1500	SEWER JETTER ELEC	\$69	\$245 \$517
125	2210	PIPE CUTTER BEVELLER 24-30	\$69	\$184 \$517
125	2460	FLANGE SPREADER 20TONS RATCHET	\$69	\$184 \$517
125	1510	SEWER JETTER GAS	\$102	\$274 \$557
125	2150	PIPE CUTTER 24 STRAIGHT	\$81	\$216 \$557
125	2220	PIPE CUTTER BEVELLER 30-36	\$77	\$205 \$577
125	2360	PIPE THREADER 300 1/8-2 ELEC	\$97	\$317 \$594
125	2030	BENDER CUTTER REBAR 3/4 HYD	\$86	\$223 \$604
125	2560	LOCATOR PIPE DIGITAL KIT	\$86	\$223 \$604
125	2040	BENDER REBAR 0 TO 180 HYD	\$86	\$223 \$604
125	1450	PIPE SNAKE 2-4IN WIDE 100FT CBLE SELF FE	\$97	\$274 \$608
125	2300	PIPE THREADER 535 1/8-2 ELEC	\$122	\$342 \$635
125	2000	CONDUIT BENDER UP TO 2 555 ELEC	\$89	\$238 \$669
125	2310	PIPE THREADER 1224 1/4-4 ELEC	\$158	\$360 \$810
125	2020	CONDUIT BENDER PVC/RIG/EMT/IMC 1/2-2 ELE	\$130	\$346 \$972
125	1994	CONDUIT BENDER MECHANICAL EMTIMC RID 2IN	\$159	\$567 \$1,064
125	2010	CONDUIT BENDER UP TO 4 HYD	\$154	\$547 \$1,155
125	1600	CAMERA SEWER 2-12	\$162	\$576 \$1,215

SMALL TOOLS - SANDING EQUIPMENT & TOOLS

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>SMALL TOOLS - SANDING EQUIPMENT &amp; TOOLS</u>					
100	4970	SANDER DISC 7 IN ELEC	\$13	\$43	\$91
100	5040	SANDER BELT 4 IN ELEC	\$24	\$54	\$102
100	5030	SANDER BELT 3 IN ELEC	\$24	\$54	\$102
100	5010	SANDER ORBITAL 6IN ELEC	\$16	\$58	\$122
100	5060	SANDER DRYWALL 9 IN HEAD 62 IN REACH	\$41	\$144	\$304
100	5020	SANDER ORBITAL 12 IN FLOOR DUST CONTROL	\$49	\$184	\$365
100	5160	SANDBLASTER POT	\$73	\$207	\$473
100	5140	SODA BLASTER PACKAGE	\$183	\$517	\$1,317
<u>STORAGE TRAILERS</u>					
610	2810	CONTAINER 20 FT STORAGE	\$10	\$41	\$115
610	2800	CONTAINER 16 FT STORAGE	\$10	\$41	\$115
610	2790	CONTAINER 10 FT STORAGE	\$10	\$41	\$115
610	2815	CONTAINER 20 FT STORAGE DOUBLE DOOR	\$13	\$51	\$129
610	2840	CONTAINER 40 FT STORAGE	\$17	\$68	\$171
610	2900	CONTAINER 20 FT OFFICE	\$22	\$86	\$214
610	2845	CONTAINER 40 FT STORAGE DOUBLE DOOR	\$22	\$86	\$214
610	2820	CONTAINER 24 FT STORAGE	\$26	\$103	\$257
610	3000	TRAILER SHADE 10 FT	\$43	\$129	\$385
610	2780	CONTAINER 8FT X 8FT REFRIGERATED STORAGE	\$86	\$171	\$428
<u>SURVEILLANCE</u>					
175	1110	SURVEILLANCE SINGLE CAMERA UNIT EXTRA	\$60	\$146	\$428
175	1115	SURVEILLANCE CAMERA W TRIPOD 115V	\$103	\$248	\$727
175	1100	SURVEILLANCE TRAILER SINGLE CAMERA UNIT	\$227	\$573	\$1,710
<u>TRAFFIC SAFETY</u>					
913	3747	TRAFFIC CONE	\$4	\$8	\$16
913	3712	REFL TRAFFIC DELINEATOR W/BASE 42	\$5	\$10	\$20
913	3703	REFL TRAFFIC BARRICADE W/O FLASHER 24	\$7	\$14	\$31
913	3704	REFL TRAFFIC BARRICADE W/FLASHER 24	\$10	\$17	\$34
913	3830	CROWD CONTROL BARRICADE 48X8	\$9	\$21	\$61
913	3762	WATER FILLED TRAFFIC BARRICADE WHITE	\$10	\$29	\$84
913	3415	TRAFFIC SIGN ROAD WORK AHEAD	\$17	\$50	\$100
913	3760	WATER FILLED TRAFFIC BARRICADE ORANGE	\$21	\$41	\$104
913	3478	TRAFFIC SIGN SIDEWALK CLOSED	\$20	\$59	\$118
660	1100	RADAR SPEED MONITORING TRAILER	\$41	\$108	\$304
660	2015	VEHICLE BARRIER POSITIONING CART	\$41	\$180	\$507
719	5010	AUTO DIALER	\$69	\$184	\$517
660	1000	BOARD ARROW FOLDING TRAILER 15-LIGHT	\$97	\$288	\$540
660	1010	BOARD ARROW VERTICAL TRAILER 15-LIGHT	\$97	\$288	\$540

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**Pricing Schedule #: PENDING**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<b>TRAFFIC SAFETY</b>					
660	1020	BOARD ARROW FOLDING TRAILER 25-LIGHT	\$105	\$324	\$608
660	1030	BOARD MESSAGE VERTICAL MID-SIZE 3-LINE	\$149	\$405	\$716
660	1060	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	\$149	\$405	\$716
660	1050	BOARD MESSAGE FOLDING MID-SIZE MATRIX	\$149	\$405	\$716
660	1040	BOARD MESSAGE VERTICAL FULL-SIZE 3-LINE	\$149	\$405	\$716
660	1070	BOARD MESSAGE VERTICAL FULL-SIZE MATRIX	\$189	\$504	\$936
660	2010	VEHICLE BARRIER	\$122	\$540	\$1,418
<b>TRENCHING EQUIPMENT</b>					
280	1060	TRENCHER W/B WHEEL 0IN TO 18IN GAS	\$122	\$324	\$692
280	1070	TRENCHER W/B WHEEL 24IN GAS	\$158	\$421	\$810
280	1080	TRENCHER W/B WHEEL 30IN GAS	\$162	\$432	\$827
280	1020	TRENCHER W/B TRACK 24IN GAS	\$167	\$443	\$860
280	1090	TRENCHER W/B WHEEL 36IN GAS	\$170	\$454	\$878
280	1040	TRENCHER W/B TRACK 36IN GAS	\$178	\$475	\$895
280	1030	TRENCHER W/B TRACK 30IN GAS	\$178	\$475	\$895
280	1110	TRENCHER RIDE-ON 35-49HP DSL	\$345	\$864	\$1,953
280	1140	TRENCHER RIDE-ON 90-100HP DSL	\$851	\$2,232	\$4,725
280	1150	TRENCHER RIDE-ON 120-130HP DSL	\$1,215	\$3,240	\$7,560
<b>TROLLEYS</b>					
480	3210	TROLLEY 1 TON	\$16	\$43	\$122
480	3220	TROLLEY 2 TONS	\$16	\$43	\$122
480	3240	TROLLEY 3 TONS	\$21	\$54	\$152
480	3260	TROLLEY 5 TONS	\$41	\$108	\$304
480	3280	TROLLEY 10 TONS	\$49	\$130	\$365
480	4010	TUGGER 1000LB AIR	\$68	\$194	\$583
480	4110	CABLE PULLER 2000 LB ELECTRIC	\$103	\$243	\$689
480	2797	CONVEYOR MATERIAL 14FT X 12IN	\$98	\$274	\$757
480	4140	CABLE PULLER 8000LB ELECTRIC	\$103	\$385	\$809
480	2805	CONVEYOR SECTION PORTABLE 18FT X 12IN	\$129	\$385	\$962
480	3015	GANTRY CRANE 3/4 TON	\$184	\$483	\$1,155
480	4180	CABLE REEL ROLLER 15 TON	\$129	\$405	\$1,211
480	4040	TUGGER 4000LB AIR	\$149	\$426	\$1,276
480	3060	GANTRY CRANE 2 TON	\$252	\$662	\$1,582
480	2800	CONVEYOR MATERIAL TOWABLE 26FT X 12IN	\$266	\$671	\$1,590
480	3080	GANTRY CRANE 3 TON	\$278	\$684	\$1,710
480	3100	GANTRY CRANE 5 TON	\$388	\$740	\$1,961
480	4070	TUGGER 10000LB AIR	\$278	\$790	\$2,370
480	4090	TUGGER 20000LB AIR	\$491	\$1,398	\$4,192

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**Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>	<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
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TRUCKS - ACCESSORIES

659	8030	TRUCK SPREADER TAILGATE	\$39	\$110	\$310
659	8110	TRUCK SNOW PLOW 8.5-9 FT	\$81	\$231	\$654
659	8100	TRUCK SNOW PLOW 7-8 FT	\$81	\$231	\$654
659	8000	TRUCK SPREADER HOPPER 8 FT	\$90	\$256	\$723
659	8020	TRUCK SPREADER HOPPER 9 FT	\$103	\$292	\$826
659	8130	TRUCK SNOW PLOW 10 FT	\$107	\$304	\$860

TRUCKS - BOX DUMP, FLATSTAKE, FLATBED, UTILITY, WATER, & SPECIALTY

659	6055	TRUCK BOX 12 FT	\$166	\$461	\$1,124
659	5870	VAN KUV UTLTY GAS 1 TON	\$203	\$675	\$1,242
659	5880	TRUCK UTLTY 3/4-1 T STD-SUP 4WD GAS	\$203	\$675	\$1,242
659	5900	TRUCK UTLTY 3/4-1 T STD-SUP 2WD GAS	\$203	\$675	\$1,242
659	5890	TRUCK UTLTY 3/4-1 T STD-SUP 4WD DSL	\$203	\$675	\$1,242
659	5620	TRUCK STKBD 12 FT 3/4-1 T STD 2WD GAS	\$180	\$624	\$1,395
659	5600	TRUCK STKBD 12 FT 3/4-1 T STD 4WD GAS	\$180	\$624	\$1,395
659	5610	TRUCK STKBD 12 FT 3/4-1 T STD 4WD DSL	\$180	\$624	\$1,395
659	6120	TRUCK DUMP 3-4 YD DSL	\$257	\$663	\$1,440
659	6110	TRUCK DUMP 3-4 YD GAS	\$257	\$663	\$1,440
659	5660	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD DSL	\$203	\$698	\$1,440
659	5650	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD GAS	\$203	\$698	\$1,440
659	5630	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD GAS	\$203	\$698	\$1,440
659	5640	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD DSL	\$203	\$698	\$1,440
659	5920	TRUCK UTLTY 3/4-1 T CREW 4WD GAS	\$239	\$721	\$1,485
659	5930	TRUCK UTLTY 3/4-1 T CREW 2WD GAS	\$239	\$721	\$1,485
659	6100	TRUCK DUMP UP TO 2 YD DSL	\$257	\$663	\$1,580
659	5680	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD GAS	\$239	\$721	\$1,620
659	5710	TRUCK STKBD 12 FT 3/4-1 T CREW 2WD DSL	\$239	\$721	\$1,620
659	5690	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD DSL	\$239	\$721	\$1,620
659	5700	TRUCK STKBD 12 FT 3/4-1 T CREW 2WD GAS	\$239	\$721	\$1,620
659	6135	TRUCK DUMP 3-4 YD CREW 4WD GAS	\$279	\$695	\$1,665
659	6140	TRUCK DUMP 3-4 YD CREW 2WD DSL	\$279	\$695	\$1,665
659	6130	TRUCK DUMP 3-4 YD CREW 4WD DSL	\$279	\$695	\$1,665
659	5740	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD DSL	\$270	\$838	\$1,710
659	5730	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD DSL	\$270	\$838	\$1,710
659	5725	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD GAS	\$270	\$838	\$1,710
659	5945	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD GAS	\$266	\$776	\$1,710
659	5940	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD DSL	\$266	\$776	\$1,710
659	5735	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD GAS	\$270	\$838	\$1,710
659	5950	TRUCK UTLTY 1-1/2-2 T CREW 4WD DSL	\$288	\$838	\$1,800
659	5760	TRUCK STKBD 16 FT 1-1/2-2 T STD 4WD DSL	\$288	\$853	\$1,800
659	5770	TRUCK STKBD 16 FT 1-1/2-2 T STD 2WD DSL	\$288	\$853	\$1,800

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>TRUCKS - BOX DUMP, FLATSTAKE, FLATBED, UTILITY, WATER, &amp; SPECIALTY</b>					
659	5960	TRUCK UTLTY 1-1/2-2 T CREW 2WD DSL	\$288	\$838	\$1,800
659	6150	TRUCK DUMP 5-6 YD GAS	\$293	\$804	\$1,890
659	6160	TRUCK DUMP 5-6 YD GAS NON CDL	\$293	\$804	\$1,890
659	6170	TRUCK DUMP 5-6 YD DSL	\$293	\$804	\$1,890
659	6180	TRUCK DUMP 5-6 YD DSL NON CDL	\$293	\$804	\$1,890
659	5780	TRUCK STKBD 16 FT 2-1/2-3 T STD 4WD DSL	\$306	\$935	\$1,980
659	6070	TRUCK BOX 15 FT W/ LIFT GATE	\$235	\$810	\$2,025
659	6060	TRUCK BOX 15 FT	\$235	\$810	\$2,025
659	5425	TRUCK SERVICE 3/4-1 T CREW 4WD GAS	\$320	\$851	\$2,160
659	5350	TRUCK SERVICE 3/4-1 T STD 2WD GAS	\$320	\$851	\$2,160
659	5340	TRUCK SERVICE 3/4-1 T STD 4WD DSL	\$320	\$851	\$2,160
659	5330	TRUCK SERVICE 3/4-1 T STD 4WD GAS	\$320	\$851	\$2,160
659	5790	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD GAS	\$324	\$955	\$2,250
659	6040	TRUCK WATER 2000 GALLON DSL	\$394	\$1,182	\$2,250
659	5800	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD DSL	\$324	\$955	\$2,250
659	6030	TRUCK WATER 2000 GALLON GAS	\$394	\$1,182	\$2,250
659	6190	TRUCK DUMP 5-6 YD CREW DSL	\$364	\$995	\$2,340
659	6195	TRUCK DUMP 5-6 YD CREW DSL NON-CDL	\$364	\$995	\$2,340
659	6435	TRUCK AUGER 47FT CDL	\$396	\$1,188	\$2,692
659	5380	TRUCK SERVICE 1-1/2-2 T STD 4WD DSL	\$385	\$1,013	\$2,736
659	5390	TRUCK SERVICE 1-1/2-2 T STD 2WD DSL	\$385	\$1,013	\$2,736
659	5440	TRUCK SERVICE 1-1/2-2 T CREW 4WD DSL	\$406	\$1,049	\$2,880
659	5450	TRUCK SERVICE 1-1/2-2 T CREW 2WD DSL	\$406	\$1,049	\$2,880
659	5980	TRUCK A-FRAME 13 T DSL W/ WINCH	\$342	\$1,026	\$2,993
659	5860	TRUCK STKBD HI-RAIL CREW 4WD DSL	\$406	\$1,049	\$3,150
659	5840	TRUCK STKBD HI-RAIL STD 2WD DSL	\$406	\$1,049	\$3,150
659	6310	TRUCK BUCKET 31 FT DSL	\$412	\$1,238	\$3,205
659	6300	TRUCK BUCKET 31 FT GAS	\$412	\$1,238	\$3,205
659	6250	TRUCK CRASH ATTENUATOR 62-65 MPH GAS	\$599	\$1,492	\$3,245
659	6260	TRUCK CRASH ATTENUATOR 62-65 MPH DSL	\$599	\$1,492	\$3,245
659	6090	TRUCK BOX 24 FT W/ LIFT GATE	\$428	\$1,458	\$3,375
659	6320	TRUCK BUCKET 38 FT DSL	\$450	\$1,350	\$3,510
659	6315	TRUCK BUCKET 38 FT GAS	\$450	\$1,350	\$3,510
659	6370	TRUCK CRANE 17 T SINGLE DSL	\$630	\$1,728	\$3,650
659	6380	TRUCK CRANE 18 T SINGLE DSL	\$552	\$1,512	\$3,650
659	6050	TRUCK WATER 4000 GALLON DSL	\$495	\$1,710	\$3,780
659	6265	TRUCK SAFETY	\$642	\$1,710	\$3,848
659	6230	TRUCK GARBAGE 6 YD	\$512	\$1,453	\$4,018
659	6440	TRUCK TRACTOR SINGLE 4WD DSL	\$513	\$1,497	\$4,275
659	6200	TRUCK DUMP 12-14 YD MANUAL DSL	\$522	\$1,670	\$4,300
659	6210	TRUCK DUMP 12-14 YD AUTO DSL	\$577	\$1,886	\$4,410

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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TRUCKS - BOX DUMP, FLATSTAKE, FLATBED, UTILITY, WATER, & SPECIALTY

659	5400	TRUCK SERVICE 2-1/2-3 T STD 4WD DSL	\$642	\$1,782	\$4,752
659	6470	TRUCK ASPHALT DISTRIBUTOR 2000 GAL	\$675	\$1,667	\$4,753
659	6480	TRUCK FORESTRY MOBILE CRANE	\$675	\$1,667	\$4,753
659	6010	TRUCK FUEL 4000 GAL	\$599	\$1,796	\$5,130
659	6240	TRUCK GARBAGE 20 YD	\$897	\$2,222	\$5,600
659	6410	TRUCK CRANE 20 T TANDEM DSL	\$900	\$2,448	\$5,850
659	6430	TRUCK CRANE 23 T TANDEM DSL	\$954	\$2,592	\$5,940
659	6460	TRUCK TRACTOR TRI 4WD DSL	\$813	\$2,309	\$6,413
659	6340	TRUCK BUCKET 62 FT DSL	\$900	\$2,475	\$6,867
659	6215	TRUCK DUMP 22-24 YD DSL	\$1,155	\$2,993	\$8,123
659	6052	TRUCK WATER 4000 GALLON DSL 6X6	\$1,350	\$3,240	\$8,550
659	6350	TRUCK BUCKET 85 FT DSL	\$1,125	\$3,150	\$8,775
659	6220	TRUCK DUMP ARTICULATED 25 TON DSL	\$1,539	\$4,374	\$10,206
659	6224	TRUCK DUMP ARTICULATED 30 TON DSL	\$1,625	\$4,617	\$10,773
659	6245	TRUCK STREET SWEEPER DSL	\$1,539	\$3,984	\$12,308

UTILITY VEHICLES AND CARTS

630	2010	CART UTV SNOW PLOW 5 FT	\$50	\$99	\$306
630	1010	CART PERSONNEL 2 PASSENGER 3-WH ELEC	\$85	\$226	\$437
630	1040	CART BURDEN 2 PASSENGER 4-WH GAS	\$91	\$243	\$500
630	1110	CART GOLF 2 PASSENGER GAS	\$91	\$243	\$500
630	1100	CART GOLF 2 PASSENGER ELEC	\$91	\$243	\$500
630	1080	CART PERSONNEL 4 PASSENGER 4-WH ELEC	\$91	\$243	\$500
630	1060	CART BURDEN 2 PASSENGER 4-WH ELEC	\$91	\$243	\$500
630	1120	CART GOLF 4 PASSENGER GAS	\$107	\$260	\$531
630	1200	CART UTV 2 PASSENGER ELEC	\$107	\$260	\$540
630	1210	CART UTV 2 PASSENGER GAS	\$107	\$260	\$540
630	1260	CART UTV 4 PASSENGER GAS	\$111	\$270	\$563
630	1230	CART UTV 2 PASSENGER DSL	\$111	\$270	\$563
630	1245	CART UTV 2 PASSENGER DSL FLATBED	\$114	\$280	\$594
630	1280	CART UTV 4 PASSENGER DSL	\$114	\$280	\$594
630	1220	CART UTV 2 PASSENGER GAS WITH CAB	\$117	\$291	\$622
630	1265	CART UTV 4 PASSENGER GAS WITH CAB	\$117	\$291	\$622
630	1310	CART UTV 4 PASSENGER DSL FLATBED	\$117	\$291	\$622
630	1300	CART UTV 4 PASSENGER GAS FLATBED	\$117	\$291	\$622
630	1240	CART UTV 2 PASSENGER DSL WITH CAB	\$117	\$291	\$622
630	1290	CART UTV 4 PASSENGER DSL WITH CAB	\$121	\$301	\$656
630	1065	CART BURDEN 2 PASSENGER 4-WH ELEC CAB	\$104	\$304	\$688
630	1130	CART TOUR 4 PASSENGER ELEC	\$117	\$284	\$694
630	1150	CART TOUR 6 PASSENGER ELEC	\$123	\$304	\$750
630	1160	CART TOUR 6 PASSENGER GAS	\$123	\$304	\$750

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**Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>		<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
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UTILITY VEHICLES AND CARTS

630	1170	CART TOUR 8 PASSENGER GAS	\$131	\$324	\$806
630	1330	CART UTV W/FRONT TOOL CARRIER DSL CAB	\$473	\$1,395	\$3,060

VEHICLES - PICKUP TRUCKS, VANS, & SUVs

659	5000	TRUCK PICKUP COMPACT	\$77	\$365	\$810
659	5010	TRUCK PICKUP 1/2 T STD 4WD GAS	\$77	\$365	\$810
659	5020	TRUCK PICKUP 1/2 T STD 2WD GAS	\$77	\$365	\$810
659	5030	TRUCK PICKUP 1/2 T SUP 4WD GAS	\$77	\$365	\$810
659	5040	TRUCK PICKUP 1/2 T SUP 2WD GAS	\$77	\$365	\$810
659	5580	SUV GAS	\$86	\$365	\$1,013
659	5060	TRUCK PICKUP 1/2 T CREW 2WD GAS	\$104	\$437	\$1,035
659	5050	TRUCK PICKUP 1/2 T CREW 4WD GAS	\$104	\$437	\$1,035
659	5090	TRUCK PICKUP 3/4 T STD 2WD GAS	\$107	\$446	\$1,103
659	5080	TRUCK PICKUP 3/4 T STD 4WD DSL	\$107	\$446	\$1,103
659	5100	TRUCK PICKUP 3/4 T STD 2WD GAS LIFT GATE	\$107	\$446	\$1,103
659	5120	TRUCK PICKUP 3/4 T SUP 4WD GAS	\$107	\$446	\$1,103
659	5070	TRUCK PICKUP 3/4 T STD 4WD GAS	\$107	\$446	\$1,103
659	5140	TRUCK PICKUP 3/4 T SUP 2WD GAS	\$107	\$446	\$1,103
659	5150	TRUCK PICKUP 3/4 T SUP 2WD DSL	\$107	\$446	\$1,103
659	5130	TRUCK PICKUP 3/4 T SUP 4WD DSL	\$107	\$446	\$1,103
659	5460	VAN CARGO 1/2 T GAS	\$77	\$365	\$1,182
659	5470	VAN CARGO 3/4 T GAS	\$77	\$365	\$1,182
659	5475	VAN CARGO 3/4 T DSL	\$77	\$365	\$1,182
659	5160	TRUCK PICKUP 3/4 T CREW 4WD GAS	\$129	\$567	\$1,256
659	5180	TRUCK PICKUP 3/4 T CREW 2WD GAS	\$129	\$567	\$1,256
659	5170	TRUCK PICKUP 3/4 T CREW 4WD DSL	\$129	\$567	\$1,256
659	5485	VAN CARGO 1 T DSL	\$86	\$405	\$1,300
659	5480	VAN CARGO 1 T GAS	\$86	\$405	\$1,300
659	5220	TRUCK PICKUP 1 T SUP 4WD GAS	\$149	\$608	\$1,346
659	5490	VAN PASSENGER 8 GAS 1/2 T	\$107	\$507	\$1,346
659	5510	VAN PASSENGER 12 GAS 3/4-1 T W/ TOW PKG	\$107	\$507	\$1,346
659	5520	VAN PASSENGER 12 DSL 3/4-1 T	\$107	\$507	\$1,346
659	5200	TRUCK PICKUP 1 T STD 4WD GAS	\$149	\$608	\$1,346
659	5240	TRUCK PICKUP 1 T CREW 4WD GAS	\$171	\$689	\$1,436
659	5250	TRUCK PICKUP 1 T CREW 4WD DSL	\$171	\$689	\$1,436
659	5540	VAN PASSENGER 15 GAS 3/4-1 T W/ TOW PKG	\$115	\$547	\$1,481
659	5550	BUS SHUTTLE GAS	\$257	\$912	\$1,688
659	5560	BUS SCHOOL DSL	\$257	\$912	\$1,688
659	5290	TRUCK PICKUP HI-RAIL 1 T CREW 4WD GAS	\$338	\$891	\$2,160

VEHICLES - TRAILERS & ACCESSORIES

US COMMUNITIES PLATINUM 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

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**Pricing Schedule #: PENDING**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>VEHICLES - TRAILERS &amp; ACCESSORIES</b>					
800	5000	ACCESSORY LIFTGATE PICKUP	\$14	\$56	\$193
610	1760	TRAILER TILT 2-3000 LB	\$32	\$116	\$280
610	1390	TRAILER TILLER	\$41	\$153	\$324
610	1720	TRAILER GROUND LOAD 3500 LB	\$41	\$153	\$324
610	2600	TRAILER OPEN TOP BOX 5X8 3000 LB	\$41	\$153	\$324
610	1050	TRAILER UTILITY 2000 LB	\$41	\$153	\$324
610	1060	TRAILER UTILITY 3000 LB	\$41	\$153	\$324
610	1059	TRAILER UTILITY PAN 3000 LB	\$41	\$153	\$324
610	1370	TRAILER TRENCHER	\$41	\$153	\$324
610	1010	TRAILER LANDSCAPE 6X12 3000 LB	\$41	\$153	\$324
610	1120	TRAILER FLATBED 3000 LB	\$41	\$153	\$324
610	1350	TRAILER STUMP GRINDER	\$41	\$153	\$324
610	2610	TRAILER OPEN TOP BOX 5X10 3000 LB	\$45	\$168	\$356
610	2615	TRAILER OPEN TOP BOX 5X12 3000 LB	\$49	\$184	\$389
610	1766	TRAILER TILT 6-7000 LB	\$48	\$174	\$419
610	1070	TRAILER UTILITY 5-6000 LB	\$53	\$199	\$421
610	2620	TRAILER OPEN TOP BOX 6X10 3000 LB	\$53	\$199	\$421
610	1130	TRAILER FLATBED 6-8000 LB	\$53	\$199	\$421
610	1085	TRAILER UTILITY 10000 LB	\$53	\$199	\$421
610	1450	TRAILER TOW DOLLY 3500 LB	\$53	\$199	\$421
610	1075	TRAILER UTILITY 7000 LB	\$53	\$199	\$421
610	1770	TRAILER TILT 10000 LB	\$73	\$203	\$428
610	1730	TRAILER GROUND LOAD 5000 LB	\$57	\$214	\$454
610	1740	TRAILER GROUND LOAD 7000 LB	\$57	\$214	\$454
610	1460	TRAILER CAR HAULER 7000 LB	\$61	\$230	\$486
610	2510	TRAILER ENCLOSED 5X8 3500LB	\$61	\$243	\$517
610	2640	TRAILER OPEN TOP BOX 5X12 10000 LB	\$61	\$243	\$517
610	1775	TRAILER TILT 12-13000 LB	\$98	\$278	\$522
610	1401	TRAILER CART OFF ROAD 1000LB	\$61	\$230	\$540
610	1780	TRAILER TILT 14-15000 LB	\$102	\$287	\$540
610	1500	TRAILER CABLE REEL SINGLE 8500 LB	\$73	\$259	\$547
610	2200	TRAILER DUMP SINGLE AXLE	\$105	\$302	\$565
610	1745	TRAILER GROUND LOAD 7000 LB GAS	\$71	\$269	\$571
610	1140	TRAILER FLATBED 10000 LB	\$73	\$275	\$583
610	2230	TRAILER DUMP TANDEM AXLE	\$113	\$321	\$612
610	1550	TRAILER POLE 22 FT	\$73	\$292	\$656
610	1090	TRAILER UTILITY 12000 LB	\$86	\$323	\$684
610	2590	TRAILER ENCLOSED 8X53	\$97	\$292	\$689
610	1781	TRAILER TILT 15000 LB 4FT FIXED TOP DECK	\$130	\$367	\$691
610	1150	TRAILER FLATBED 12000 LB	\$78	\$315	\$709
610	1785	TRAILER TILT 16-17000 LB	\$134	\$381	\$716

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VEHICLES - TRAILERS & ACCESSORIES

610	1430	TRAILER PIPE DOLLY	\$81	\$324	\$729
610	2260	TRAILER DUMP TANDEM AXLE OFFROAD	\$142	\$401	\$756
610	2520	TRAILER ENCLOSED 6X12 3000 LB	\$90	\$360	\$764
610	1160	TRAILER FLATBED 14-15000 LB	\$86	\$342	\$770
610	2530	TRAILER ENCLOSED 6X12 7000 LB	\$99	\$395	\$840
610	1750	TRAILER GROUND LOAD 10000 LB	\$105	\$398	\$842
610	2420	TRAILER WATER 500 GALLON	\$122	\$432	\$851
610	2570	TRAILER REMEDIATION ENCLOSED 8X20 9995LB	\$122	\$304	\$860
610	1170	TRAILER FLATBED 18000 LB	\$96	\$387	\$871
610	2540	TRAILER ENCLOSED 8X16 7000 LB	\$108	\$431	\$915
610	2550	TRAILER ENCLOSED 8X20 7000 LB	\$117	\$466	\$992
610	1180	TRAILER FLATBED 20-22000 LB	\$122	\$486	\$1,094
610	2430	TRAILER WATER 800 GALLON	\$162	\$576	\$1,103
610	1800	TRAILER TILT 25-26000 LB	\$209	\$593	\$1,116
610	2440	TRAILER WATER 1000 GALLON	\$170	\$605	\$1,166
610	1190	TRAILER FLATBED GOOSENECK 20-22000 LBS	\$131	\$522	\$1,175
610	1255	TRAILER FLATBED HYD TAIL 46TO50000 LB	\$142	\$426	\$1,215
610	1200	TRAILER FLATBED 24000 LB	\$144	\$576	\$1,296
610	1215	TRAILER FLATBED GOOSENECK 24000 LB	\$153	\$612	\$1,377
610	1210	TRAILER FLATBED 25-26000 LB	\$153	\$612	\$1,377
610	1220	TRAILER FLATBED GOOSENECK 25-26000 LB	\$162	\$648	\$1,458
610	1240	TRAILER FLATBED 40000 LB	\$180	\$720	\$1,620
610	1250	TRAILER FLATBED 46-50000 LB	\$189	\$756	\$1,701
610	2585	TRAILER TOOL CRIB ENCLOSED 45-53 FT	\$284	\$851	\$2,552
610	2290	TRAILER DUMP TRIPLE AXLE	\$521	\$1,563	\$3,126
610	1290	TRAILER FLATBED HYD TAIL 90000 LB	\$360	\$1,440	\$3,240
610	1300	TRAILER FLATBED GOOSENECK 100000 LB	\$459	\$1,836	\$4,131
610	2455	TRAILER VACUUM EXC SYSTEM 500 GAL GAS	\$454	\$1,490	\$4,374
610	2580	TRAILER TOOL ENCLOSED 8X44 25000 LBS	\$648	\$1,620	\$4,860
610	1310	TRAILER FLATBED LIVE BOTTOM 24000 LB	\$558	\$2,232	\$5,022
610	2470	TRAILER VACUUM EXC SYSTEM 800 GAL DSL	\$729	\$2,187	\$5,589
610	2460	TRAILER VACUUM EXC SYSTEM 500 GAL DSL	\$648	\$1,944	\$5,670
610	1281	TRAILER FLATBED 80000 LB AIR RIDE	\$1,037	\$2,592	\$6,480

WELDING EQUIPMENT

912	4542	WELDING CABLE WHIP W/GRND CLAMP 2/0	\$9	\$16	\$32
912	4551	WELDING CABLE WHIP W/ROD HLD R 2/0	\$12	\$22	\$41
912	4506	WELDING CABLE W/ GROUND CLAMP 1/0X50	\$11	\$25	\$57
912	4545	WELDING CABLE W/ ROD HOLDER 2/0X50	\$13	\$27	\$59
912	4536	WELDING CABLE W/ GROUND CLAMP 2/0X50	\$13	\$27	\$59
912	4530	WELDING CABLE EXTENSION 2/0X50	\$13	\$27	\$61

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<u>WELDING EQUIPMENT</u>					
550	1000	WELDING ROD OVEN 10 LBS	\$13	\$34	\$65
912	4500	WELDING CABLE EXTENSION 1/0X50	\$14	\$31	\$67
912	4604	REMOTE OUTPUT CONTROL 14 PIN X 100	\$19	\$38	\$74
912	4509	WELDING CABLE W/ GROUND CLAMP 1/0X100	\$20	\$44	\$101
912	4533	WELDING CABLE EXTENSION 2/0X100	\$19	\$47	\$102
550	1010	WELDING ROD OVEN 50 LBS	\$16	\$46	\$108
550	1200	WELDER STATIONARY 100 - 139 AMPS ELEC	\$24	\$43	\$117
550	1220	WELDER TIG / STICK 150-159 AMPS ELEC	\$24	\$43	\$117
550	1250	WELDER STATIONARY 180 - 189 AMPS ELEC	\$24	\$43	\$117
550	1270	WELDER TIG / STICK 200-249 AMPS ELEC	\$24	\$43	\$117
550	1280	WELDER STATIONARY 250 - 299 AMPS ELEC	\$24	\$43	\$117
550	1290	WELDER STATIONARY 300 - 349 AMPS ELEC	\$32	\$58	\$140
550	1300	WELDER STATIONARY 350 - 399 AMPS ELEC	\$32	\$58	\$140
912	4503	WELDING CABLE EXTENSION 1/0X100	\$29	\$77	\$150
912	4658	WELDER INVERTER CST RACK F/8 PACK	\$24	\$61	\$158
550	1310	WELDER STATIONARY 400 - 449 AMPS ELEC	\$41	\$72	\$176
550	1030	WELDING ROD OVEN 300 LBS	\$24	\$69	\$194
550	1960	WELDER WIRE FEEDER ATTACHMENT	\$49	\$130	\$248
550	1950	WELDER WIRE FEEDER 120 VOLT ELEC	\$53	\$140	\$264
912	4000	SKY WELDER, 280A	\$61	\$134	\$323
550	1400	WELDING FUME EXTRACTOR 95-132 CFM	\$55	\$153	\$342
550	1540	WELDER STATIONARY 180 - 189 AMPS GAS	\$65	\$173	\$351
550	1895	WELDER TOWABLE 200 - 249 AMPS LPN	\$89	\$187	\$351
550	1970	TORCH ACETYLENE	\$61	\$172	\$378
550	1760	WELDER STATIONARY 250 - 299 AMPS LPN	\$69	\$184	\$381
550	1600	WELDER STATIONARY 250 - 299 AMPS GAS	\$69	\$184	\$381
550	1610	WELDER STATIONARY 300 - 349 AMPS GAS	\$77	\$205	\$410
550	1850	WELDER TOWABLE 300 - 349 AMPS DSL	\$65	\$166	\$410
550	1770	WELDER STATIONARY 300 - 349 AMPS LPN	\$77	\$216	\$410
550	1410	WELDER STATIONARY 1100 - 1199 AMPS ELEC	\$113	\$234	\$439
550	1860	WELDER TOWABLE 350 - 399 AMPS DSL	\$126	\$227	\$439
550	3010	PLASMA CUTTER 7/8IN 1PH 120/240V	\$65	\$184	\$450
550	1870	WELDER TOWABLE 400 - 449 AMPS DSL	\$130	\$241	\$468
550	1880	WELDER TOWABLE 500 - 549 AMPS DSL	\$142	\$288	\$527
550	1900	WELDER TOWABLE 300-349AMPS DUAL-OPER DSL	\$142	\$288	\$527
550	3015	PLASMA CUTTER 5/8IN AIRCOMP 1PH 120/240V	\$73	\$207	\$540
550	1460	WELDER STATIONARY 1600 - 1699 AMPS ELEC	\$134	\$288	\$585
550	1905	WELDER TOWABLE 400-449AMPS DUAL-OPER DSL	\$150	\$306	\$585
550	1520	WELDER STATIONARY 2200 - 2299 AMPS ELEC	\$158	\$356	\$702
550	1890	WELDER TOWABLE 600 - 649 AMPS DSL	\$158	\$324	\$720
550	3020	PLASMA CUTTER 1IN 1PH 208/230V	\$122	\$287	\$810

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>		<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>	
<u>WELDING EQUIPMENT</u>					
550	3030	PLASMA CUTTER 1-1/4IN 1PH/480V 3PH/600V	\$162	\$394	\$1,073
550	3060	PLASMA CUTTER 2-1/4IN 3PN 600V	\$389	\$933	\$2,556

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

**CAT-CLASS DESCRIPTION**

**DAY**

**WEEK**

**MONTH**

**ADDITIONAL INFORMATION / TERMS:**

Mileage allowances and fees will default to the standard policy at the supplying branch.

**BILLING:** 30 DAY

**DELIVERY:** \$125 per hour, per truck load, each way. Tolls and permits not included.

Outside hauling and/or after hour deliveries when required and approved by renting agency to be negotiated at time of rental.

Upon customer request and approval additional fees may apply if it is necessary for Herc to ship in equipment from outside the serving market.

**FUEL:** REFUELING SERVICE-HERC BRANCH POSTED CHARGES WILL APPLY IF REFUELING IS REQUIRED DURING OR AT THE END OF THE RENTAL

**ADDITIONAL INFO:** Customer to be exempt from Emissions and Environmental Surcharge.

Customer to be exempt from Vehicle Licensing Fee.

Customer to be exempt from Transportation Services Surcharge.

Training  
Material Handling and Aerial Work Platforms - \$150 per student.  
ProControl training will be provided at no charge

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

Cleaning  
For appropriate and supportable cleaning charges, cleaning will be \$50 per hour and parts (decals) at cost plus 20% if customer is unable to self-perform this task in the event the equipment encountered harsh environments

Set Up Fee  
Equipment Set Up Fees - Solutions  
Herc Personnel - Posted Shop Labor Rate  
Herc Personnel Overtime - Posted Shop Labor Rate times 1.5

Damage Charges  
Labor - Posted Shop Labor rate  
Parts - Cost plus 20%  
Outside labor and repairs - Cost plus 20% for all 3rd party charges  
GPS - \$40 per unit for telematics if requested by customer

Rental Protection Plan  
Herc offers Rental Protection Plan services either when a customer does not possess insurance, or they want to avoid further protection against their deductible. Charges will apply unless a valid COI is on file with HERC. To avoid RPP charges Certificate of Insurance must be on file during the time of rental

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

<b>CAT-CLASS DESCRIPTION</b>	<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
<p>Herc Personnel  Standard Hours - Posted Shop Labor Rate  Overtime Hours - Posted Shop Labor Rate times 1.5  Outside Personnel - Cost Plus 20%</p> <p>Taxes--any Government mandated charges will be applied as required</p> <p>Preventive Maintenance (PM)  In accordance to recommended manufacturer guidelines on select generators and pumps Herc may charge PM at an hourly rate of \$1-\$4 depending on the size of equipment and usage. PM charges cover the standard maintenance included in all of our equipment at no charge but also includes load banking, pressure and flow tests, trailer testing and other services to ensure these specific units continue to operate on customer sites.</p> <p>Over Meter/Allotted Hours of Use</p> <p>Daily Rental Standard shift = 8 hours, additional hours 1/16th of the daily rate for daily rentals  Weekly Rental Standard shift = 40 hours, additional hours 1/80th of the weekly rate for weekly rentals  Monthly Rental Standard shift = 176 hours, additional hours 1/352nd of the monthly rate for monthly rentals</p> <p>Herc double shift 16 hours (double hours per day) charged at 1.5X the applicable rental rate  Herc triple shift 24 hours (triple hours per day) charged at 2X the applicable rental rate providing unlimited usage</p>			

**CUSTOMER NUMBERS**

<b>CUSTOMER NAME</b>	<b>CUSTOMER NUMBER</b>
VARIOUS	VARIOUS

US COMMUNITIES PLATINUM 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 01/01/2019 THROUGH: 12/31/2019**

**Pricing Schedule #: PENDING**

**CAT-CLASS DESCRIPTION**

**DAY**

**WEEK**

**MONTH**

***US COMMUNITIES PLATINUM 2019***

***HERC RENTALS INC.***

Signature:

Signature:

\_\_\_\_\_  
[Sign Name]

\_\_\_\_\_  
[Sign Name]

Name:

Name:

\_\_\_\_\_  
[Print Name]

Jason Oosterbeek  
\_\_\_\_\_  
[Print Name]

Title:

Title:

\_\_\_\_\_

Vice President  
\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

US COMMUNITIES PLATINUM 2019

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**EXHIBIT 1**

Contract NO. 2019000318  
Vendor No. 20941

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE EQUIPMENT  
RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of ~~November~~, 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

**WHEREAS**, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:



## CONTRACT

### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Charlotte Business INClusion Program
- 1.4. EXHIBIT D: Federal Contract Terms and Conditions

### 2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

### 4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

## **8. PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte  
Finance - Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
  - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
  - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
  - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
  - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
  - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
  - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
  - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
  - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
  - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**

28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any

time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
  - 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
  - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 28.8.3 Performing the transition service plan activities;
  - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,



including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (C) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (D) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (E) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
  - a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
  - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
  - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
  - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. **CONFIDENTIALITY.**

42.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 42.3.1 Was already known to Company prior to being disclosed by the City;
  - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
  - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
  - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
  - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**44. MISCELLANEOUS**

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or



power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 44.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 39	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tanks(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

BY: 

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

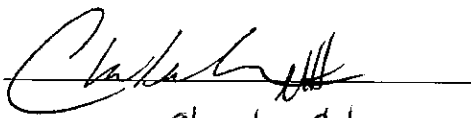
BY: 

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:  
RISK MANAGEMENT DIVISION

BY: 

PRINT NAME: Christlee Gibson

TITLE: Insurance Manager

DATE: 9/22/18

## **Exhibit A**

### **Discount Structure, Market Basket Pricing, Additional Fees and Incentives**

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.



### **Rebates**

We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- \$50,000 to \$100,000 = 0.5%
- \$100,001 to \$250,000 = 1.0%
- \$250,001 to \$500,000 = 1.5%
- \$500,001 to \$750,000 = 2.0%
- \$750,001 to \$1,000,000 = 2.5%
- \$1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.

To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

### **Additional Savings**

Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to \$2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

### **Emergency Response**

Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.

In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

## **Exhibit B Scope of Services**

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

### **2.1 General Scope**

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

### **2.2 Product Standards and Service Level Requirements**

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

**2.2.1** Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

**2.2.2** At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.

**2.2.3** The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

**2.2.4** At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or



bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

## **2.3 Optional Purchase of Equipment**

**2.3.1 Purchase of New Equipment:** All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

**2.3.2 Purchase of Used Equipment:** All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

**2.3.3 Purchase:** Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.

**2.3.4 Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

### **2.3.5 Additional Fees**

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

## **2.4 Price Adjustments.**

**All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019).** Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

## **2.5 New Products and Services**

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the

Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

**2.6 Training**

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

**2.7 Installation**

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

**2.8 Safety**

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**2.9 Delivery**

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

**2.10 Optional Work**

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

**2.11 Reports**

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

**2.12 Prevailing Wages**

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

## **Exhibit C**

### **Charlotte Business INClusion Program**

#### Charlotte Business INClusion Program

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually: The total work performed by MWSBEs in the aggregate.

#### Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.



**REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Please indicate if **your company** is any of the following:

\_\_\_ MBE    \_\_\_ WBE    \_\_\_ SBE

List information for each MWSBE to be Utilized on this Project	
<i>Copy this form as needed to list all MWSBEs</i>	
<b>Firm Name</b>	Streeter Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	Shoreline Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	EASTWAY WRECKER SERVICE, INC.
<b>Work to be Performed</b>	Equipment Hauling

Section 6  
Required Forms

Dollar Amount	\$25,000
Firm Name	RW Trucking, Inc
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000
Firm Name	Murphy Law Trucking, LLC
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000

Company Name: Herc Rentals, Inc.

Representative (signed): 

6/21/2018  
Date

Jason Oosterbeek  
Representative Name



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ \_\_\_\_\_

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	James Streeter Trucking Vendor #:
Address:	6824 Old Statesville Rd, Charlotte, NC 28269
Contact Person:	James Streeter Email: streetertrucking@aol.com
Telephone:	(704) 509-1250 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Shoreline Trucking Vendor #:
Address:	1736 Dickerson Blvd Ste-F Monroe, NC 28110
Contact Person:	Horace Shaw Email: shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Eastway Wrecker Service Inc Vendor #:
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208
Contact Person:	Karen Email: Karen@eastwaywreckemc.com
Telephone:	(704) 393-3027 Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract NO. 2019000318  
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	James Streeter Trucking		
MWSBE Subcontractor:	<u>Horace Shaw</u> Owner	Date:	<u>9-12-19</u>
	Signature and Title		
	Shoreline Trucking		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	Eastway Wrecking Service Inc.		



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Cook Truck Equipment & Tools Inc. Vendor #: 8795
Address:	2517 Starita Road, Charlotte, NC 28269
Contact Person:	Joy Cook Email: Kashacooktruck@gmail.com
Telephone:	704 392-4138 Fax: 704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE



Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<i>W.T. Cook</i> president	Date:	9/19/2018
	Signature and Title		
<b>W.T. Cook,</b>	Cook Truck Equipment & Tools Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title ,		



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
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<b>To be completed by the Prime Company:</b>	
Name of Prime Company: <u>Herc Rentals Inc.</u>	Vendor #: _____
Address: <u>27500 Riverview Center Blvd, Bonita Springs, FL 34134</u>	
Contact Person: <u>Greg Reyburn</u>	Email: <u>greg.reyburn@hercrentals.com</u>
Telephone: <u>617-417-3736</u>	Fax: <u>866-294-6490</u>

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ \_\_\_\_\_

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE: <u>Donald Gardner's Paint &amp; Body, Inc.</u>	Vendor #: <u>74947</u>
Address: <u>3300 Beam Rd, Charlotte, NC 28217</u>	
Contact Person: <u>Susan Gardner</u>	Email: <u>pntnbody@aol.com</u>
Telephone: <u>(704) 527-4739</u>	Fax: _____

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE: _____	Vendor #: _____
Address: _____	
Contact Person: _____	Email: _____
Telephone: <u>( )</u>	Fax: _____

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE: _____	Vendor #: _____
Address: _____	
Contact Person: _____	Email: _____
Telephone: <u>( )</u>	Fax: _____

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<i>Susan L. Gardner / President</i>	Date:	<i>Sept. 21, 2018</i>
	Signature and Title		
	Donald Gardner's Paint & Body, Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title .		



**CBI FORM 6: Payment Affidavit of Subcontractor Utilization**

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: \_\_\_\_\_ Contract #: \_\_\_\_\_

Contract Goods or Services: \_\_\_\_\_

Payment Period: \_\_\_\_\_ to \_\_\_\_\_

City Department(s): \_\_\_\_\_

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: \$ \_\_\_\_\_

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business Inclusion Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature

Print Name and Title

<b>To be completed by City:</b>	Overall MWSBE Goal: _____ %
Total Paid to Prime Company: \$ _____	Overall MWSBE Commitment: _____ %
Total Paid to MWSBEs: \$ _____	MWSBE Goal Attainment this period: _____ %

**REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION**  
**RFP #269-2018-047 Equipment Rentals and Related Products and Services**

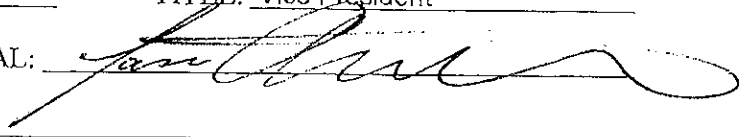
All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 01/21/2018

**REQUIRED FORM 9 – DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS**

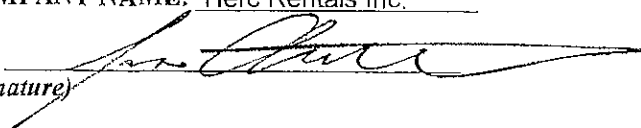
The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

**Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY:   
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

**Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

## **Exhibit D**

### **Federal Contract Terms and Conditions**

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

- employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company 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. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/10/2018

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

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

<b>PRODUCER</b> Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> HERC Rentals Inc. 27500 Riverview Center Blvd Bonita Springs FL 34134 USA	INSURER A:	ACE Property & Casualty Insurance Co.      20699
	INSURER B:	ACE American Insurance Company      22667
	INSURER C:	ACE Fire Underwriters Insurance Co.      20702
	INSURER D:	
	INSURER E:	
INSURER F:		

**COVERAGES      CERTIFICATE NUMBER: 570072954376      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HD0G71095976	06/30/2018	06/30/2019	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			X00G28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC65223715	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				Workers Comp (AOS)	06/30/2018	06/30/2019	E.L. EACH ACCIDENT	\$1,000,000
				SCFC65223752			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				Workers Comp (WI)			E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Charlotte is included as Additional Insured in accordance with the policy provisions of the general liability policy. A waiver of subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the general liability, auto liability, and workers compensation policy.  
 General liability and auto liability evidenced herein is primary to other insurance available to an additional insured, but only in accordance with the policy's provisions. General liability and auto liability evidenced herein is non-contributory to other insurance available to an additional insured, but only in accordance with the policy's provisions.  
 Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Charlotte 600 East Fourth Street, CMGC 9th Floor Charlotte NC 28202-2850 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  

Holder Identifier :

Certificate No : 570072954376



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED HERC Rentals Inc.	
POLICY NUMBER See Certificate Number: 570072954376			
CARRIER See Certificate Number: 570072954376	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

Additional Description of Operations / Locations / Vehicles:  
 how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

**EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT**

1. **References.** All references to “City,” “City of Charlotte,” “Charlotte,” “Agency,” or “Lead Public Agency,” in the Master Agreement shall mean and be understood to be “City of San Diego”. All references to “Contractor,” “Company,” or “Seller” in the Agency Agreement shall mean and be understood to be “Herc Rentals, Inc.”.

2. **Prevailing Wage Requirements.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Herc and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

2.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

2.1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego’s Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

2.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2.2 Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

2.3 Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

2.4 Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

2.5 Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

2.6 Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

2.7 Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

2.8 Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

2.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

2.9.1. A Bidder’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

2.9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

2.9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

2.10 Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

2.11 List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City’s request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR

registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

2.12 Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

2.12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

2.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

2.12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

3. City Mandated Clauses and Requirements. By signing this Contract, Herc certifies that Herc is aware of, and will comply with, these City mandated clauses and requirements throughout the duration of the Contract.

3.1 ADA Certification: Herc shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3.2 Business Tax Certificate (BTC). Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy of its BTC to the City before a Contract is executed.

3.3 Product Endorsement. Herc shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

4. Deleted and/or Modified Provisions. The following provisions will be deleted and/or modified as follows:

4.1 Indemnification. Paragraph 32 of the Master Agreement entitled, "Indemnification" will be deleted in its entirety and replaced with the following language:

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an

employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages as awarded by a court of competent jurisdiction or as agreed in settlement agreement approved by City and Contractor, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to a breach of Contractor's obligations under this Agreement or the negligence or willful misconduct of Contractor, with respect to or in connection with any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone that either Contractor or subcontractor controls. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

4.2 Insurance. Section (E) of Paragraph 33 of the Master Agreement entitled, "Insurance" will be deleted in its entirety and replaced with the following language:

Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4.3 Limitation of Liability. Paragraph 47 of the Master Agreement entitled, "Limitation of Liability" will be deleted in its entirety.

EXHIBIT 3



**U.S. COMMUNITIES®**  
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION**

**BY CITY OF CHARLOTTE, NORTH CAROLINA**

**FOR**

**EQUIPMENT RENTALS AND RELATED PRODUCTS AND  
SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP #269-2018-047**

**May 22, 2018**



**REQUEST FOR PROPOSALS**  
**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

May 22, 2018

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for Equipment Rentals and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **June 6th, 2018, at 1:00 p.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5483. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov).

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JUNE 26, 2018 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and two (2) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

**Request for Proposals**  
**Attention: Karen Ewing**  
**[Name of Company Submitting Proposal]**  
**Rental Equipment Products & Services**  
**RFP # 269-2018-047**

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore  
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities  
RFP Project File

**Checklist for submitting a Proposal:**

**Step 1- Read the document fully.**

**Step 2-** If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

**Steps 3-** If you have any questions send them before the deadline listed in **Section 3.3**.

**If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.**

**Proposal Copies** - Please provide the specified number for each format

- 2 Copies marked “Original” in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- 2 Copies on flash drive.

**Proposal Format** - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Attachment 1 containing: Fixed Percentage Discounts / Additional Charges / Market Basket / Lease Pricing / Purchase Option Pricing
	MWSBE Participation Plan (Section 6, Form 5)
	Company’s Background Response ) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Certification Regarding Debarment (Section 6, Form 9)
	U.S. Communities Worksheet for National Program Consideration (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

**The above items constitute all that must be included in the Proposal.** If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 34.

**It is the Company’s responsibility to check [www.ips.state.nc.us](http://www.ips.state.nc.us) or <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for any addenda or changes to this Project. Search for RFP # 269-2018-047 to find if any documents or changes have been posted.**

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**U.S. Communities Overview and Requirements**

**1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS**

**1.1 MASTER AGREEMENT**

The City of Charlotte, NC (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Equipment Rentals and Related Products and Services (herein “Products and Services”).

**1.2 OBJECTIVES**

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

**1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Proposers are expected to propose the broadest possible selection of Rental Equipment that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

- 1) **Construction Equipment – Heavy, Medium, and Light Equipment**
- 2) **Arial Lifts and Scaffold**
- 3) **Earth Moving Equipment**
- 4) **Electrical Tools, Power Equipment, and General Construction Tools**
- 5) **Material Handling Equipment**
- 6) **Facility Maintenance and Cleaning Equipment**
- 7) **HVAC Equipment**
- 8) **Pumps**
- 9) **Generators**
- 10) **Snow Removal Equipment**

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**U.S. Communities Overview and Requirements**

- 11) **Safety Equipment**
- 12) **Portable Sign Boards**
- 13) **Portable Traffic Signals and Road Barricades**
- 14) Refuse Trucks
- 15) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, delivery and installation, repair and/or maintenance, equipment training programs, safety training programs, removal, and any other related Services to provide customer support.
- 16) **Purchase Option** – the resulting contract should include options for Participating Public Agencies who may wish to purchase equipment, either new or used.
- 17) **Leasing Option**- the resulting contract should include options for Participating Public Agencies who may wish to lease equipment. These options may include lease only and/or lease to purchase. Financing may be offered.

**1.4 U.S. COMMUNITIES BACKGROUND**

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

**1.4.1 National Sponsors**

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

**1.4.2 Advisory Board**

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

U.S. Communities Overview and Requirements

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

**1.4.3 Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over \$2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

**1.4.4 Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products

**U.S. Communities Overview and Requirements**

required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

**1.4.5 Marketing Support**

U. S. Communities provides marketing support for each Supplier’s products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

**1.4.6 Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

**1.4.7 Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

**1.4.8 Format of Proposals**

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown directly followed by the proposer’s response.

**SUPPLIER QUALIFICATIONS**

**1.5 SUPPLIERS**

**1.5.1 Commitments**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities



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### U.S. Communities Overview and Requirements

program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

- (A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- (B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

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### U.S. Communities Overview and Requirements

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing

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### U.S. Communities Overview and Requirements

under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities

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### U.S. Communities Overview and Requirements

shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original procurement solicitation;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of Products and Services pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.


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**1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

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**U.S. Communities Overview and Requirements**

 <b>New Supplier Implementation Checklist</b>	<b>Target Completion After Award</b>
<b>1. First Conference Call</b>	<b>One Week</b>
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
<b>2. Executed Legal Documents</b>	<b>One Week</b>
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
<b>3. Program Contact Requirements</b>	<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
<b>4. Second Conference Call</b>	<b>Two Weeks</b>
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
<b>5. Marketing Kick Off Call</b>	<b>Two Weeks</b>
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
<b>6. Initial NAM &amp; Staff Training Meetings</b>	<b>Three Weeks</b>
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
<b>7. Senior Management Meeting</b>	<b>Four Weeks</b>
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
<b>8. Review Top Joint Target Opportunities</b>	<b>Five Weeks</b>
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
<b>9. Web Development</b>	
Initiate E-Commerce Conversation	<b>Two Weeks</b>
Product Upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>	
Program Manager briefing - Coordinate with NAM	<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Three Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Six Weeks</b>
Determine PM & Local Metro teams strategy sessions	<b>Six Weeks</b>
<b>11. Marketing – see marketing deliverables checklist as reviewed with marketing contact</b>	<b>Eight Weeks</b>
<b>12. Agency Webinars</b>	<b>Post Launch</b>

**2. INTRODUCTION**

**2.1 Objective**

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies (“PPAs”) to determine which Company and Proposed Solution will best meet the City’s needs for providing the Products and Services as requested in this RFP.

**2.2 Definitions**

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

## Section 2 Introduction and General Information

<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials



## Section 2 Introduction and General Information

and by-Products generated from, and commonly reused within, an original manufacturing process.

<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Equipment Rentals and Related Products and Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Women Business Enterprise (WBE):</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

### 2.3 Accuracy of RFP and Related Documents

## **Section 2**

### **Introduction and General Information**

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

#### **2.4 City's Rights and Options**

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 2.4.1** To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 2.4.2** To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 2.4.3** To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 2.4.4** To waive any defect or irregularity in any Proposal received;
- 2.4.5** To reject any or all Proposals;
- 2.4.6** To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 2.4.7** To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 2.4.8** To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 2.4.9** To terminate discussions and negotiations with any Company at any time and for any reason.

#### **2.5 Expense of Submittal Preparation**

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

#### **2.6 Proposal Conditions**

The following terms are applicable to this RFP and the Company's Proposal.

- 2.6.1** RFP Not An Offer

## **Section 2**

### **Introduction and General Information**

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

#### **2.6.2 Trade Secrets and Personal Identification Information /Confidentiality**

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as “trade secret” information under N.C. Gen. Stat. § 66-152 et seq. (“Trade Secrets”) or (2) “personal identification information” protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver’s license numbers (“Personal Identification Information” or “PII”). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either “Personal Identification Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

#### **2.6.3 Amendments to RFP**

If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at [www.ips.state.nc.us](http://www.ips.state.nc.us), and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2018-047. Companies are required to acknowledge receipt of each

## Section 2 Introduction and General Information

addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

### 2.6.4 Proposal Terms Firm and Irreversible

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

### 2.6.5 Proposal Binding for 180 Days

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

### 2.6.6 Charlotte Business INclusion Program

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Companies responding to this RFQ are required to provide an MWSBE Participation Plan (Section 6, Form 5), describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

## Section 2 Introduction and General Information

**This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually:** The total work performed by MWSBEs in the aggregate.

You are highly encouraged to consider any and all possibilities for MWSBE participation. A complete list of City certified SBEs and City registered MWBEs is available at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com). Please note, when identifying MBEs for inclusion towards the established MBE Goal, only HUB certified **Aggregate MWSBE Goal 10%**: The total work performed by MWSBEs in the aggregate.

### 2.6.7 Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

### 2.6.8 Equal Opportunity

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

### 2.6.9 Use of City's Name.

No advertising, sales promotion or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

### 2.6.10 Withdrawal for Modification of Proposals

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

### 2.6.11 No Bribery

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

### 2.6.12 Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition,

**Section 2**  
**Introduction and General Information**

specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

**2.6.13 Fair Trade Certifications**

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

**2.6.14 Companies' Obligation to Fully Inform Themselves**

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

**2.6.15 Environmentally Preferable Purchasing**

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

**Section 3**  
**Procurement Process**

**3 PROCUREMENT PROCESS**

This Section 3 contains information about the procurement process for this Project.

**3.1 Schedule and Process**

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
May 22, 2018	<i>Issuance of RFP.</i> The City issues this RFP.
June 1, 2018	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
June 1, 2018	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
June 6, 2018	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 1:00 p.m.
June 8, 2018	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m.
June 26, 2018	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9 <sup>th</sup> Floor.
July 24-26, 2018	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
September 10, 2018	<i>Contract Award by Charlotte City Council.</i>
January 1, 2019	<i>Services commence.</i> Company begins providing the Services.

**3.2 Intent to Propose**

Please acknowledge receipt of this RFP via facsimile by **June 1, 2018** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm’s intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

**3.3 Interpretations and Addenda**

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.

## Section 3 Procurement Process

Karen Ewing, Deputy Chief Procurement Officer  
City of Charlotte  
Procurement Management  
600 East 4<sup>th</sup> Street, CMGC 9<sup>th</sup> Floor  
Charlotte, NC 28202  
RFP # 269-2018-047  
Fax: 704-632-8254  
E-mail: [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov)

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on June 1, 2018**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at [www.ips.state.nc.us](http://www.ips.state.nc.us), and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>, RFP# 269-2018-047. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

### 3.4 Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be conducted on **June 6, 2018, at 1:00 p.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2<sup>nd</sup> Floor Conference Room #280 or via teleconference at 704-432-5483.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

### 3.5 Submission of Proposals

Proposals must be in the format specified in Section 5 of this RFP. Two (2) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **JUNE 26, 2018 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

**Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to**



## **Section 3 Procurement Process**

**admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.**

Do not arrive at the Charlotte-Mecklenburg Government Center on the Proposal due date for the purposes of reviewing your competitors' Proposals. **The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.** All Proposals will be time-stamped upon receipt and held in a secure place until opening.

### **3.6 Correction of Errors**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

### **3.7 Evaluation**

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

### **3.8 Proposal Evaluation Criteria**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.
2. Relevant Qualifications and Experience.

## **Section 3 Procurement Process**

3. National/Corporate Support (including response to all U.S. Communities requirements and inclusion of signed, unaltered Administration Agreement).
4. Range and quality of Products and Services offerings including technological advances, and value added related Services.
5. Proposed Approach and Proposed Solution (including lease/purchase options).
6. Pricing.
7. Financial Qualifications.
8. MWBE, and other factors specified in this Request for Proposals.
9. References.

### **3.9 Qualifications and Experience**

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

### **3.10 National/Corporate Support**

Companies will be evaluated based on their completed supplier qualifications, company history, national company capabilities and responses to all U.S. Communities requirements included in the RFP.

### **3.11 Product and Services Offering**

Proposals will be evaluated on the selection of Rental Equipment and Services they offer to the City and Participating Public Agencies with turnkey solutions to meet the various needs of all agencies.

### **3.12 Project Approach / Proposed Solution**

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

### **3.13 Pricing**

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

### **3.14 MWSBE Subcontractor Utilization**

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

**This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually.** MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

### **3.15 Acceptance of the Terms of the Contract**

## **Section 3**

### **Procurement Process**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

#### **3.16 Contract Award by City Council**

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

#### **3.17 Vendor Inclusion**

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

## **4 SCOPE OF SERVICES**

### **4.1 General Scope**

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Rental Equipment and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency). The Proposer agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

### **4.2 Product Standards and Service Level Requirements**

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

**4.2.1** Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the Participating Public Agency during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

**4.2.2** At the time the Participating Public Agency takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a Participating Public Agency without the signed receipt of acceptance of the equipment.

**4.2.3** The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

**4.2.4** At the time of any rental of equipment under the terms of the resulting Contract, Participating Public Agency representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. Participating Public Agency representatives accepting equipment will not be authorized to obligate or bind the respective

## Section 4 Scope of Services

agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

### 4.3 **Optional Lease and/or Purchase of Equipment**

Proposals may include options for the lease and/or purchase of a variety of types of equipment. Lease offerings may include lease only and/or lease with the option to purchase. Purchase of equipment may include new or used equipment and any financing options that may be offered by the Company to a PPA.

**4.3.1 Leased equipment:** Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design.

Supplier will not be responsible for maintenance or routine repairs. At the time the PPA takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the PPA will review the equipment condition at point of delivery as well as point of return. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

**4.3.2 Lease or Purchase of New Equipment:** All lease or purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

**4.3.3 Lease or Purchase of Used Equipment:** All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the Participating Public Agency making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

### 4.4 **Pricing**

Proposers must submit a fixed percentage discount off the Company's most current published price list, or other objectively verifiable index, for all Products and Services offered by the Company. The discount percentages offered will apply to the entire Products line (all brands) for each category listed in **Attachment 1 – Discount by Category (first tab)**. Multiple discount levels on various brands or pieces of equipment are acceptable as long as they are clearly noted in the response. Discounts shall be firm for the life of the Contract.

1. All published price lists or other verifiable index must be identified and a copy provided to the City within 24 hours upon request.

## Section 4 Scope of Services

2. Pricing sheets must be submitted in **Excel format** on a flash drive. To obtain an electronic copy of the Pricing sheets (Discounts, Additional Charges, and Market Basket) please email Karen Ewing at [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov). A hard copy of the pricing sheets must also be submitted with the “Original” copy of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your proposal being deemed non-responsive.**
  - 4.4.1 **Rental:** Companies must submit a discount by category from published/book rate in **Attachment 1- Discount by Category (first tab)**. Proposers should, also, provide their published rates for rental equipment on a daily, weekly and monthly basis. Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.
  - 4.4.2 **Volume Discounts:** Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included in **Attachment 1 – Discount by Category (first tab)**.
  - 4.4.3 **National Market Basket**  
For price comparison purposes and verification of discounts offered, Proposals must include unit prices for all items provided as **Attachment 1 – National Market Basket (third tab)**. Companies should not consider the Attachment as “core” or high volume items and quantities provided are for evaluation purposes only. Quantities show in the National Market Basket are estimates only and are not guaranteed.
  - 4.4.4 **Lease:** Equipment shall be provided on a monthly basis for a specified term. The Company shall state the various terms (6 month, 12 month, 18 month, 24 month, 36 month, 48 month, etc.) available to PPA and the associated monthly rates. Supplier shall also include in its proposal the costs for PPA’s seeking a lease to purchase option. The lease pricing structure and format shall be left up to the proposing Company to determine, but must be clearly defined and included on **Attachment 1 – Lease Pricing (fourth tab)**.
  - 4.4.5 **Purchase:** Supplier shall provide a discount off of a catalog, published retail list or manufacturer’s list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.
  - 4.4.6 **Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies.
  - 4.4.7 **Additional Fees**  
Proposals must include prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:
    1. Company must specify all delivery, setup, pickup and related fees.
    2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

### 4.5 Price Adjustments.

**All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019).** Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All

## **Section 4**

### **Scope of Services**

requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

#### **4.6 Environmental Purchasing Requirements**

Each Manufacturer must provide documentation of their respective company's environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

#### **4.7 New Products and Services**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

#### **4.8 Emergency Response**

Proposal responses must outline their Emergency Response Procedure in case of a natural disaster or emergency situation. Participating Public Agencies may need to rent, lease or purchase equipment during or just after any emergency situation and it is important to provide a detailed outline of the process that clearly states any varied rates in the event of an emergency or natural disaster.

#### **4.9 Training**

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

#### **4.10 Installation**

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

#### **4.11 Safety**

All Companies and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### **4.12 Warranty**

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date.
3. Life expectancy of equipment under normal use.

**Section 4**  
**Scope of Services**

4. Detailed information as to proposed return policy on all equipment.

**4.13 Delivery**

Company will be responsible for the delivery, setup and pickup of all equipment at no additional charge to the City or Participating Public Agencies. Timely delivery is important to the City and Participating Public Agencies. The Proposal must include the Company's capabilities to deliver as needed and their willingness to work with each PPA to assure their individual requirements are met.

**4.14 Optional Work**

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

**4.15 Reports**

Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

**4.16 References**

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

**4.17 Prevailing Wages**

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.



## Section 5 Proposal Content and Format

### 5 PROPOSAL CONTENT AND FORMAT

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

**Proposals must also include two (2) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.**

#### 5.1.1 Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

#### 5.1.2 Executive Summary

The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

#### 5.1.3 Required Forms

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and Attachment 1.

#### 5.1.4 U.S. Communities Requirements

To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

#### 5.1.5 Exceptions to the RFP

Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

## **Section 5**

### **Proposal Content and Format**

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A (“Sample Terms”). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City’s evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City’s best interest to do so.

**REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT**

**Request For Proposal # 269-2018-047**

**Equipment Rentals and Related Products and Services**

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2018-047, Equipment Rentals and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **June 1, 2018**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing  
Deputy Chief Procurement Officer  
Procurement Management  
Fax: 704.632.8254  
Email: [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov)

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Please check the appropriate space below and provide the requested information:

\_\_\_\_\_ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: \_\_\_\_\_

**REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

<b>ADDENDUM #:</b>	<b>DATE ADDENDUM DOWNLOADED:</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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

**REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

This Proposal is submitted by:

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

Representative (printed): \_\_\_\_\_

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

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Area Code) Telephone Number

Facsimile: \_\_\_\_\_

(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.
4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer

**Section 6  
Required Forms**

discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Proposal: \_\_\_\_\_

Not include any exceptions to the Sample Terms.

**Representative (signed):** \_\_\_\_\_

**REQUIRED FORM 4 - PRICING WORKSHEET**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP and in compliance with Section 4.4. Pricing. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

**Refer to Section 4.4 and Attachment 1**

**Attachment 1 must be completed to include:**

- Tab 1: Discounts by Category
- Tab 2: Additional Charges
- Tab 3: Market Basket
- Tab 4: Lease Pricing
- Tab 5: Purchase Option Pricing

Proposal must include electronic copies (on two separate flash drives) of the Company's entire proposal, including Attachment 1, all required forms, and a verifiable published price list (refer to Section 4.4) which is widely distributed to the marketplace, or other product literature which describes all the products being offered and.

A hard copy of the pricing sheets must also be submitted with the two (2) required "Original" copies of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your proposal being deemed non-responsive.**



**REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN**  
**RFP # 269-2018-047**  
**Equipment Rentals and Related Products and Services**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Please indicate if **your company** is any of the following:

\_\_\_ MBE    \_\_\_ WBE    \_\_\_ SBE

<b>List Information for Each MWSBE to be Utilized on this Project:</b>	
<i>Copy this form as needed to list all MWSBEs.</i>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	



**Section 6  
Required Forms**

<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	

**Company Name:** \_\_\_\_\_

**Representative (signed):** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative Name

**Section 6  
Required Forms**

**REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

**Required form 7 – References  
RFP # 269-2018-047  
Equipment Rentals and Related Products and Services**

Companies shall complete the form below. The City’s preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

<b>Reference 1</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 2</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 3</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 4</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 5</b>	
Company Name	
Contact Name	
Phone Number	

**REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION**

**RFP #269-2018-047 Equipment Rentals and Related Products and Services**

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: \_\_\_\_\_

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

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUIRED FORM 9 – DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS**

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively “Principals”):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

**Option 1: I certify to all of the above statements.**

**COMPANY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

**COMPANY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

**Section 7**  
**Required U.S. Communities Information**

**COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES \_\_\_ NO \_\_\_
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:  
\_\_\_ Sales between \$0 and \$25,000,000  
\_\_\_ Sales between \$25,000,001 and \$50,000,000  
\_\_\_ Sales between \$50,000,001 and \$100,000,000  
\_\_\_ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?  
YES \_\_\_ NO \_\_\_
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_ NO \_\_\_
- G. Will your company commit to the implementation schedule in Section 1?  
YES \_\_\_ NO \_\_\_
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_ NO \_\_\_

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Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**SUPPLIER INFORMATION**

Please respond to the following requests for information about your company:

**National Commitments**

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 1.5.

**Company Overview**

1. Provide the total number and location of sales persons employed by your company in the United States.

*Example:*

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
<b>Total: 366</b>		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

**Section 7**  
**Required U.S. Communities Information**

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b><i>Total Supplier Sales</i></b>			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b><i>Total Supplier Sales</i></b>			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

**Order Processing and Distribution**

- Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
- In what formats do you accept orders (telephone, ecommerce, etc.)?
- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.



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**Required U.S. Communities Information**

4. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
5. Describe how your company proposes to distribute the Products and Services nationwide.
6. Identify all other companies that will be involved in processing, handling or shipping the Products and Services to the end user.
7. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
8. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
9. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
10. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
  - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

**Marketing and Sales**

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

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**Required U.S. Communities Information**

\$\_\_\_\_\_.00 in year one  
 \$\_\_\_\_\_.00 in year two  
 \$\_\_\_\_\_.00 in year three

**National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:


3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and

## Section 7 Required U.S. Communities Information

- c. Key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

1. Provide a description of how your offering meets the requirements set forth in Section Four of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. Please describe any emergency response programs or services you offer to Public Agencies.
5. Please describe any fleet management programs or products you offer to Public Agencies.

### **Environmental**

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

### **Financial Statements**

1. Submit your latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period.

### **Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and \_\_\_\_\_ (“Supplier”).

**RECITALS**

WHEREAS, \_\_\_\_\_ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of \_\_\_\_\_ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights,

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privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

**ARTICLE II**

**TERM OF AGREEMENT**

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

**ARTICLE III**

**REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States

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### Required U.S. Communities Information

Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

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(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or

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requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads



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identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- Co-amendments;  
registration
- (1) U.S. Communities standard logo with Founding Sponsors logos;
  - (2) Copy of original procurement solicitation;
  - (3) Copy of Master Agreement including any
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities' online page; and
  - (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

### ARTICLE IV

#### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public

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Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

#### ARTICLE V

#### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

## Section 7

### Required U.S. Communities Information

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

### MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

**Section 7**  
**Required U.S. Communities Information**

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:                      U.S. Communities  
9711 Washingtonian Blvd. Suite 100  
Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct,

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and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

**Section 7**  
**Required U.S. Communities Information**

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Section 7**  
**Required U.S. Communities Information**

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)



**Section 7**  
**Required U.S. Communities Information**

**ATTACHMENT B**

**SALES REPORT FORMAT**

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Yes	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID    Agency Type Description													
10    K-12													
11    Community College													
12    College and University													
20    City													
21    City Special District													
22    Consolidated City/County													
30    County													
31    County Special District													
40    Federal													
41    Crown Corporations													
50    Housing Authority													
80    State Agency													
81    Independent Special District													
82    Non-Profit													
84    Other													

U.S. COMMUNITIES ADDITIONAL PROVISIONS

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public

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Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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**U.S. Communities Additional Provisions**

**STATE NOTICE ADDENDUM**

**Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:**

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**All 50 states in the United States of America:**

	Kentucky	Ohio
	Louisiana	Oklahoma
Alabama	Maine	Oregon
Alaska	Maryland	Pennsylvania
Arizona	Massachusetts	Rhode Island
Arkansas	Michigan	South Carolina
California	Minnesota	South Dakota
Colorado	Mississippi	Tennessee
Connecticut	Missouri	Texas
Delaware	Montana	Utah
Florida	Nebraska	Vermont
Georgia	Nevada	Virginia
Hawaii	New Hampshire	Washington
Idaho	New Jersey	West Virginia
Illinois	New Mexico	Wisconsin
Indiana	New York	Wyoming
Iowa	North Carolina	
Kansas	North Dakota	

<b>Agency Name</b>	<b>State</b>		
		KE KULA O S. M. KAMAKAU	HI
Malama Honua Public Charter School	HI	KAMEHAMEHA SCHOOLS	HI
ST JOHN THE BAPTIST	HI	HANAHAU`OLI SCHOOL	HI
Waimanalo Elementary and Intermediate School	HI	KIHEI CHARTER SCHOOL	HI
Kailua High School	HI	EMMANUAL LUTHERAN SCHOOL	HI
PACIFIC BUDDHIST ACADEMY	HI	KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
HAWAII TECHNOLOGY ACADEMY	HI	School Lunch Program	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	Ewa Makai Middle School	HI
MARYKNOLL SCHOOL	HI	Variety School of Hawaii	HI
ISLAND SCHOOL	HI	Our Savior Lutheran School	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	Maui Police Department	HI
		BOARD OF WATER SUPPLY	HI
		MAUI COUNTY COUNCIL	HI

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Kauai County Council	HI	MAUI ECONOMIC DEVELOPMENT	
Honolulu Fire Department	HI	BOARD	HI
COUNTY OF MAUI	HI	NETWORK ENTERPRISES, INC.	HI
DEPARTMENT OF EDUCATION	HI	HONOLULU HABITAT FOR HUMANITY	HI
Lanai Community Health Center	HI	ALOHACARE	HI
Maui High Band Booster Club	HI	ORI ANUENUE HALE, INC.	HI
Big Brothers Big Sisters	HI	IUPAT, DISTRICT COUNCIL 50	HI
Tri-Isle Resource Conservation and Development District	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
Manoa Heritage Center	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Olanur	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Kumulani Chapel	HI	EAH, INC.	HI
Chamber of Commerce Hawaii	HI	PARTNERS IN DEVELOPMENT	
Naalehu Assembly of God	HI	FOUNDATION	HI
outrigger canoe club	HI	HABITAT FOR HUMANITY MAUI	HI
One Kalakaua	HI	W. M. KECK OBSERVATORY	HI
Native Hawaiian Hospitality Association	HI	HAWAII EMPLOYERS COUNCIL	HI
Islands Hospice Inc	HI	HAWAII STATE FCU	HI
St. Theresa School	HI	MAUI COUNTY FCU	HI
Hawaii Peace and Justice	HI	PUNAHOU SCHOOL	HI
Kauai Youth Basketball Association	HI	YMCA OF HONOLULU	HI
NA HALE O MAUI	HI	EASTER SEALS HAWAII	HI
LEEWARD HABITAT FOR HUMANITY	HI	AMERICAN LUNG ASSOCIATION	HI
WAIANAЕ COMMUNITY OUTREACH	HI	Pohaha I Ka Lani	HI
NA LEI ALOHA FOUNDATION	HI	Hawaii Area Committee	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI	Tri-Isle RC&D	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI	Lanai Federal Credit Union	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI	Hawaii Bicycling League	HI
LANAKILA REHABILITATION CENTER INC.	HI	Aloha United Way	HI
POLYNESIAN CULTURAL CENTER	HI	Kipuka o Ke Ola	HI
CTR FOR CULTURAL AND TECH		READ TO ME INTERNATIONAL	
INTERCHNG BETW EAST AND WEST	HI	FOUNDATION	HI
BISHOP MUSEUM	HI	MAUI FAMILY YMCA	HI
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	WAILUKU FEDERAL CREDIT UNION	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	ST. THERESA CHURCH	HI
		HALE MAHAOLU	HI
		West Maui Community Federal Credit Union	HI
		Hawaii Island Humane Society	HI
		Western Pacific Fisheries Council	HI
		Kama'aina Care Inc	HI
		International Archaeological Research Institute, Inc.	HI

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**U.S. Communities Additional Provisions**

Community Empowerment Resources	HI	Angels at Play Preschool &	
Tutu and Me Traveling Preschool	HI	Kindergarten	HI
First United Methodist Church	HI	Queen Emma Gardens AOA	HI
United Chinese Society	HI	FAMILY SUPPORT SERVICES OF WEST	
Haggai Institue	HI	HAWAII	HI
St. Francis Healthcare System	HI	Tetrahedron Sourcing	HI
AOAO Royal Capitol Plaza	HI	Honolulu Community College	HI
Kumpang Lanai	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
Child and Family Service	HI	DOT Airports Division Hilo	
MARINE SURF WAIKIKI, INC.	HI	International Airport	HI
Hawaii Health Connector	HI	Judiciary - State of Hawaii	HI
Hawaii Carpenters Market Recovery Program Fund	HI	ADMIN. SERVICES OFFICE	HI
Maui Aids Foundation Inc	HI	SOH- JUDICIARY CONTRACTS AND PURCH	HI
Pukalani Baptist Church	HI	STATE DEPARTMENT OF DEFENSE	HI
Puu Heleakala Community Association	HI	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
Saint Louis School	HI	HAWAII HEALTH SYSTEMS CORPORATION	HI
Kailua Racquet Club, Ltd.	HI	HAWAII AGRICULTURE RESEARCH CENTER	HI
Homewise Inc.	HI	STATE OF HAWAII	HI
Hawaii Baptist Academy	HI	Third Judicial Circuit - State of Hawaii	HI
Kroc Center Hawaii	HI	State of Hawaii Department of Transportation	HI
Kupu	HI	Office of the Governor	HI
University of the Nations	HI	State of Hawaii-Department of Health-Disability & Communication Access	HI
ARGOSY UNIVERSITY	HI	State of Hawaii Department of Human Services	HI
HAWAII PACIFIC UNIVERSITY	HI	CITY AND COUNTY OF HONOLULU	HI
UNIVERSITY OF HAWAII AT MANOA	HI	Lanai Youth Center	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI	Silver Dolphin Bistro	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI	Commander, Navy Region Hawaii	HI
Kauai Community College	HI	US Navy	HI
University Clinical Research and Association	HI	Defense Information System Agency	HI
Hawaii Medical College	HI	84th Engineer Battalion	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Department of Veterans Affairs	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Third Judicial Circuit - State of Hawaii	HI
Hawaii Information Consortium	HI	State of Hawaii Department of Transportation	HI
Leeward Community Church	HI	Office of the Governor	HI
E Malama In Keiki O Lanai	HI		
Keawala'i Congregational Church	HI		
Lanai Community Hospital	HI		

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State of Hawaii-Department of Health- Disability & Communication Access	HI	Hoolehua	HI
State of Hawaii Department of Human Services	HI	Kaaawa	HI
CITY AND COUNTY OF HONOLULU	HI	Kahuku	HI
Lanai Youth Center	HI	Kahului	HI
Silver Dolphin Bistro	HI	Kailua	HI
Commander, Navy Region Hawaii	HI	Kailua Kona	HI
US Navy	HI	Kalaheo	HI
Defense Information System Agency	HI	Kalaupapa	HI
84th Engineer Battalion	HI	Kamuela	HI
Department of Veterans Affairs	HI	Kaneohe	HI
Hawaii County	HI	Kapaa	HI
Honolulu County	HI	Kapaa	HI
Kauai County	HI	Kapaau	HI
Maui County	HI	Kapolei	HI
Kalawao County	HI	Kaumakani	HI
Aiea	HI	Kaunakakai	HI
Anahola	HI	Kawela Bay	HI
Barbers Point N A S	HI	Keaau	HI
Camp H M Smith	HI	Kealakekua	HI
Captain Cook	HI	Kealia	HI
Eleele	HI	Keauhou	HI
Ewa Beach	HI	Kekaha	HI
Fort Shafter	HI	Kihei	HI
Haiku	HI	Kilauea	HI
Hakalau	HI	Koloa	HI
Haleiwa	HI	Kualapuu	HI
Hana	HI	Kula	HI
Hanalei	HI	Kunia	HI
Hanamaulu	HI	Kurtistown	HI
Hanapepe	HI	Lahaina	HI
Hauula	HI	Laie	HI
Hawaii National Park	HI	Lanai City	HI
Hawaiian Ocean View	HI	Laupahoehoe	HI
Hawi	HI	Lawai	HI
Hickam AFB	HI	Lihue	HI
Hilo	HI	M C B H Kaneohe Bay	HI
Holualoa	HI	Makawao	HI
Honaunau	HI	Makaweli	HI
Honokaa	HI	Maunaloa	HI
Honolulu	HI	Mililani	HI
Honomu	HI	Mountain View	HI
		Naalehu	HI
		Ninole	HI
		Ocean View	HI

**Section 8**  
**U.S. Communities Additional Provisions**

Ookala	HI	Windward Community College	HI
Paauhau	HI	Canby School District No 86	OR
Paauilo	HI	Central School District 13J (Polk	
Pahala	HI	County, Oregon)	OR
Pahoa	HI	Milton-Freewater Unified School	
Paia	HI	District No 7	OR
Papaaloo	HI	Scappoose Adventist School	OR
Papaikou	HI	COLUMBIA CHRISTIAN SCHOOL	OR
Pearl City	HI	Ontario School District 8C	OR
Pearl Harbor	HI	Trillium Charter School	OR
Pepeekeo	HI	Echo School District	OR
Princeville	HI	Warrenton Hammond School	OR
Pukalani	HI	Phoenix-Talent Schools	OR
Puunene	HI	Immanuel Lutheran School	OR
Schofield Barracks	HI	The Emerson School	OR
Tripler Army Medical Center	HI	Columbia Academy	OR
Volvano	HI	VALLEY CATHOLIC SCHL	OR
Wahiawa	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Waialua	HI	CORBETT SCHL DIST #39	OR
Waianae	HI	Trinity Lutheran Church and School	OR
Waikoloa	HI	Bethel School District #52	OR
Wailuku	HI	OREGON CITY PUBLIC SCHL	OR
Waimanalo	HI	Ppmc Education Committee	OR
Waimea	HI	Stayton Christian School	OR
Waipahu	HI	South Columbia Family School	OR
Wake Island	HI	Sunrise Preschool	OR
Wheeler Army Airfield	HI	St. Therese Parish/School	OR
Brigham Young University - Hawaii	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR
Chaminade University of Honolulu	HI	Portland YouthBuilders	OR
Hawaii Business College	HI	Wallowa County ESD	OR
Hawaii Pacific University	HI	Fern Ridge School District 28J	OR
Hawaii Technology Institute	HI	Knova Learning	OR
Heald College - Honolulu	HI	Jackson County School District No. 5	OR
Remington College - Honolulu Campus	HI	New Horizon Christian School	OR
University of Phoenix - Hawaii Campus	HI	MOLALLA RIVER ACADEMY	OR
Hawaii Community College	HI	HIGH DESERT EDUCATION SERVICE	
Honolulu Community College	HI	DISTRICT	OR
Kapiolani Community College	HI	St. Luke Catholic School	OR
Kauai Community College	HI	SOUTHWEST CHARTER SCHOOL	OR
Leeward Community College	HI	WHITEAKER MONTESSORI SCHOOL	OR
Maui Community College	HI	CASCADES ACADEMY OF CENTRAL	
University of Hawaii at Hilo	HI	OREGON	OR
University of Hawaii at Manoa	HI	NEAH-KAH-NIE DISTRICT NO.56	OR



**Section 8**  
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INTER MOUNTAIN ESD	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
STANFIELD SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
LA GRANDE SCHOOL DISTRICT	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
DUFUR SCHOOL DISTRICT NO.29	OR	RAINIER SCHOOL DISTRICT	OR
hillsboro school district	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	MONROE SCHOOL DISTRICT NO.1J	OR
BEAVERTON SCHOOL DISTRICT	OR	CHILDPEACE MONTESSORI	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	HEAD START OF LANE COUNTY	OR
WILLAMINA SCHOOL DISTRICT	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Sheridan School District 48J	OR	ARCHBISHOP FRANCIS NORBERT	
THE CATLIN GABEL SCHOOL	OR	BLANCHET SCHOOL	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	MT.SCOTT LEARNING CENTERS	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	SEVEN PEAKS SCHOOL	OR
OUR LADY OF THE LAKE SCHOOL	OR	DE LA SALLE N CATHOLIC HS	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	MULTISENSORY LEARNING ACADEMY	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	MITCH CHARTER SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	REALMS CHARTER SCHOOL	OR
Santiam Canyon SD 129J	OR	BAKER SCHOOL DISTRICT 5-J	OR
WEST HILLS COMMUNITY CHURCH	OR	PHILOMATH SCHOOL DISTRICT	OR
BANKS SCHOOL DISTRICT	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR	CANBY SCHOOL DISTRICT	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR	OREGON TRAIL SCHOOL DISTRICT NO.46	OR
HARNEY EDUCATION SERVICE DISTRICT	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR	MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	ESTACADA SCHOOL DISTRICT NO.108	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	GLADSTONE SCHOOL DISTRICT	OR
SILVER FALLS SCHOOL DISTRICT	OR	ASTORIA SCHOOL DISTRICT 1C	OR
St Helens School District	OR	SEASIDE SCHOOL DISTRICT 10	OR
DAYTON SCHOOL DISTRICT NO.8	OR	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
Amity School District 4-J	OR	VERNONIA SCHOOL DISTRICT 47J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	SOUTH COAST EDUCATION SERVICE DISTRICT	OR
REEDSPORT SCHOOL DISTRICT	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
FOREST GROVE SCHOOL DISTRICT	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

COOS BAY SCHOOL DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
NORTH BEND SCHOOL DISTRICT 13	OR	ONTARIO MIDDLE SCHOOL	OR
COQUILLE SCHOOL DISTRICT 8	OR	GERVAIS SCHOOL DIST. #1	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
BANDON SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
REDMOND SCHOOL DISTRICT	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	MORROW COUNTY SCHOOL DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR	MULTNOMAH EDUCATION SERVICE DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	CENTRAL SCHOOL DISTRICT 13J	OR
ELKTON SCHOOL DISTRICT NO.34	OR	St. Mary Catholic School	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	CROSSROADS CHRISTIAN SCHOOL	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	ST. ANTHONY SCHOOL	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	Pedee School	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	HERITAGE CHRISTIAN SCHOOL	OR
JACKSON CO SCHOOL DIST NO.9	OR	BEND-LA PINE SCHOOL DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	GLENDALE SCHOOL DISTRICT	OR
MEDFORD SCHOOL DISTRICT 549C	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
CULVER SCHOOL DISTRICT NO.	OR	PORTLAND PUBLIC SCHOOLS	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR	REYNOLDS SCHOOL DISTRICT	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	CENTENNIAL SCHOOL DISTRICT	OR
LOST RIVER JR/SR HIGH SCHOOL	OR	NOBEL LEARNING COMMUNITIES	OR
KLAMATH FALLS CITY SCHOOLS	OR	St. Stephen's Academy	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	McMinnville Adventist Christian School	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR	MARCOLA SCHL DIST	OR
CRESWELL SCHOOL DISTRICT	OR	Salem-Keizer 24J	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	McKay High School	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	Pine Eagle Charter School	OR
SIUSLAW SCHOOL DISTRICT	OR	Bend-La Pine Schools	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Waldo Middle School	OR
		OAKLAND SCHOOL DISTRICT 001	OR
		hermiston school district	OR
		Clear Creek Middle School	OR
		Marist High School	OR
		Victory Academy	OR
		Vale School District No. 84	OR
		St. Mary School	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Junction City High School	OR	ABIQUA SCHL	OR
Three Rivers School District	OR	Auxiliary services	OR
Fern Ridge School District	OR	Salem keizar school district	OR
JESUIT HIGH SCHL EXEC OFC	OR	Scio High School	OR
LASALLE HIGH SCHOOL	OR	Athena Weston School District 29RJ	OR
Southwest Christian School	OR	NW REGIONAL ESD-HILLSBORO	OR
Willamette Christian School	OR	Butte Falls School District	OR
Westside Christian High School	OR	Bend International School	OR
CS LEWIS ACADEMY	OR	Imbler School District #11	OR
Portland America School	OR	monument school	OR
Forest Hills Lutheran School	OR	PENDLETON SCHOOL DISTRICT #16R	OR
Mosier Community School	OR	Ohara Catholic School	OR
Koreducators Lep High	OR	MARCOLA SCHOOL DISTRICT 079J	OR
Warrenton Hammond School District	OR	LINN-BENTON-LINCOLN ESD	OR
Sutherlin School District	OR	Reynolds High School	OR
Malheur Elementary School District	OR	St. Paul School District	OR
Ontario School District	OR	Sabin-Schellenberg Technical Center	OR
Parkrose School District 3	OR	St Paul Parish School	OR
Riverdale School District 51J	OR	Joseph School District	OR
Tillamook School District	OR	EagleRidge High School	OR
Madeleine School	OR	Grant Community School	OR
Union School District	OR	Oak Hill School	OR
Helix School District	OR	Hope chinese charter	OR
Riddle School District	OR	Northwest Academy	OR
Helix School Dist #1 R	OR	Sunny Wolf Charter School	OR
Prospect School District	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Ashbrook Independent School	OR	L'Etoiile French Immersion School	OR
Molalla River School District	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Corvallis School District 509J	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Falls City School District #57	OR	Marist Catholic High School	OR
Portland Christian Schools	OR	Springfield Public Schools	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	Elgin school dist.	OR
Insight School of Oregon Painted Hills	OR	French American International School	OR
Deer Creek Elementary School	OR	PLEASANT HILL SCH DIST #1	OR
Yamhill Carlton School District	OR	Ukiah School District 80R	OR
COLTON SCHL DIST 53	OR	Lake Oswego Montessori School	OR
ASHLAND PUBLIC SCHLS	OR	North Powder Charter School	OR
HARRISBURG SCHL DIST	OR	Siletz Valley School	OR
CENTRAL CURRY SCHL DIST#1	OR	WINSTON-DILLARD SCHOOL DISTRICT 116	OR
BNAI BRITH CAMP	OR	ALLIANCE CHARTER ACADEMY	OR
OREGON FOOD BANK	OR	French American School	OR
HOSANNA CHRISTIAN SCHL	OR	Mastery Learning Institute	OR

**Section 8**  
**U.S. Communities Additional Provisions**

North Lake School District 14	OR	MORROW COUNTY	OR
Early College High School	OR	Mckenzie Personnel Services	OR
Klamath County Fire District No. 1	OR	Washington County Facilities & Park Services	OR
Washington County Consolidated Communications Agency	OR	Multnomah County Department of Community Justice	OR
GILLIAM COUNTY OREGON	OR	NORCOR Juvenile Detention	OR
UMATILLA COUNTY, OREGON	OR	Tillamook County Estuary Job Council	OR
LANE ELECTRIC COOPERATIVE	OR	BAKER CNTY GOVT	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	TILLAMOOK CNTY	OR
MULTNOMAH LAW LIBRARY	OR	CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
clackamas county	OR	Multnomah County Dept of County Assets	OR
CLATSOP COUNTY	OR	Wheeler County	OR
COLUMBIA COUNTY, OREGON	OR	Clackamas County Service District # 1/Tri-City Service District	OR
coos county	OR	Resource Connections of Oregon	OR
CROOK COUNTY ROAD DEPARTMENT	OR	Lane County Sheriff's Office	OR
CURRY COUNTY OREGON	OR	Clatsop County Sheriff's Office	OR
DESCHUTES COUNTY	OR	Harney County Community Corrections	OR
GILLIAM COUNTY	OR	Grant County Economic Development	OR
GRANT COUNTY, OREGON	OR	Baker County	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	Josephine County Public Works	OR
HOOD RIVER COUNTY	OR	Clackamas County Juvenile Dept	OR
jackson county	OR	Columbia Basin Care Facility	OR
josephine county	OR	Clackamas County Disaster Management	OR
klamath county	OR	City of Seaside Police Department	OR
LANE COUNTY	OR	Best Care Treatment Center	OR
LINN COUNTY	OR	Boys & Girls Clubs of Emerald Valley	OR
MARION COUNTY , SALEM, OREGON	OR	MSB	OR
MULTNOMAH COUNTY	OR	Church of Christ	OR
SHERMAN COUNTY	OR	GWPMS	OR
WASCO COUNTY	OR	Operation Christmas	OR
YAMHILL COUNTY	OR	Dove Medical	OR
WALLOWA COUNTY	OR	Literary Expectations dba Moore Academy	OR
ASSOCIATION OF OREGON COUNTIES	OR	Love Thy Neighbor services	OR
NAMI LANE COUNTY	OR	Tamarack Aquatic Center	OR
BENTON COUNTY	OR	Seven Feathers Casino	OR
DOUGLAS COUNTY	OR	Direction Service, Inc.	OR
JEFFERSON COUNTY	OR		
LAKE COUNTY	OR		
LINCOLN COUNTY	OR		
POLK COUNTY	OR		
UNION COUNTY	OR		
WASHINGTON COUNTY	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

Oliver P Lent PTA	OR	Grande Ronde Model Watershed	
Kairos	OR	Foundation	OR
Willamette Valley Rehab Center	OR	Western Environmental Law Center	OR
St Paul Baptist Church	OR	Oregon District 7 Little League	OR
Long Tom Watershed Council	OR	Mercy Flights, Inc.	OR
San Martin Deporres Catholic Church	OR	Metropolitan Contractor Improvement	
Portland Parks Foundation	OR	Partnership	OR
Sweet Home United Methodist Church	OR	The Christian Church of Hillsboro	
Math Learning Center, The	OR	Oregonb	OR
Maranatha Church	OR	Congregation Neveh Shalom	OR
Cedar Hills Baptist Church	OR	My Fathers House	OR
Good Samaritan Ministries	OR	Step Forward Activities Inc	OR
New Hope Christain College	OR	HHoly Trinity Greek Orthodox	
Unitarian Universalist Church in Eugene	OR	Cathedral	OR
Emmanuel Bible Church	OR	MECOP Inc.	OR
Portland Community Media	OR	Workforce Northwest Inc	OR
La Pine Chamber of Commerce	OR	Lane Arts Council	OR
Stone Creek Christian Church	OR	Building Healthy Family	OR
Rogue Valley Youth Football	OR	Intergral Youth Services	OR
Bend Elks Lodge 1371	OR	Children Center At Trinity	OR
Friendly House, Inc.	OR	OUR SAVIOR'S LUTHERAN CHURCH	OR
Klamath Siskiyou Wildlands Center	OR	Beaverton Christians Church	OR
Grace Christian Fellowship	OR	Oregon Humanities	OR
Reliance eHealth Collaborative	OR	St. Pius X School	OR
Wild Rogue Youth Foundation, Inc.	OR	Community Connection of Northeast Oregon, Inc.	OR
Grants Pass Seventh-day Adventist Church	OR	St Mark Presbyterian Church	OR
Corvallis Waldorf School	OR	Living Opportunities, Inc.	OR
Farmworkers Housing Development Corporation	OR	Coos Art Museum	OR
World Forestry Center	OR	OETC	OR
Adapt	OR	Blanchet House of Hospitality	OR
Kid Time	OR	Garten Services Inc	OR
Oregon Farm Bureau	OR	Incite Incorporated	OR
Mt Emily Safe Center	OR	Merchants Exchange of Portland, Oregon	OR
Salem First Presbyterian Church	OR	Coalition for a Livable Future	OR
Rolling Hills Baptist Church	OR	West Salem United Methodist	OR
Baker Elks	OR	Rogue River Watershed Council	OR
Gates Community Church of Christ	OR	Central Oregon Visitors Association	OR
PIP Corps LLC	OR	Soroptimist International of Gold Beach, OR	OR
Turtle Ridge Wildlife Center	OR	Real Life Christian Church	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Milwaukie-Portland Lodge No.142		ENTERPRISE FOR EMPLOYMENT AND	
Benevolent and Protective Order of Elk	OR	EDUCATION	OR
Mainstage Theatre Company	OR	OMNIMEDIX INSTITUTE	OR
Dayton Christian Church	OR	PORTLAND BUSINESS ALLIANCE	OR
Delphian School	OR	GATEWAY TO COLLEGE NATIONAL	
AVON	OR	NETWORK	OR
EPUD-Emerald People's Utility District	OR	FOUNDATIONS FOR A BETTER OREGON	OR
Human Solutions, Inc.	OR	GOAL ONE COALITION	OR
The Wallace Medical Concern	OR	ATHENA LIBRARY FRIENDS	
Boys & Girls Club of Salem, Marion & Polk Counties	OR	ASSOCIATION	OR
		Coastal Family Health Center	OR
The Ross Ragland Theater and Cultural Center	OR	CENTER FOR COMMUNITY CHANGE	OR
		STAND FOR CHILDREN	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
		EAST SIDE FOURSQUARE CHURCH	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
		InventSuccess	OR
Cascade Health Solutions	OR	SHERIDAN JAPANESE SCHOOL	
Umpqua Community Health Center	OR	FOUNDATION	OR
ALZHEIMERS NETWORK OF OREGON	OR	The Blosser Center for Dyslexia	
NATIONAL WILD TURKEY FEDERATION	OR	Resources	OR
TILLAMOOK ESTUARIES PARTNERSHIP LIFEWORKS NW	OR	MOSAIC CHURCH	OR
		HOUSING AUTHORITY OF LINCOLN COUNTY	OR
Independent Development Enterprise Alliance	OR	RENEWABLE NORTHWEST PROJECT	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
HALFWAY HOUSE SERVICES, INC.	OR	CONSERVATION BIOLOGY INSTITUTE	OR
REDMOND PROFICIENCY ACADEMY	OR	THE NATIONAL ASSOCIATION OF	
OHSU FOUNDATION	OR	CREDIT MANAGEMENT-OREGON, INC.	OR
SHELTERCARE	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	MORNING STAR MISSIONARY BAPTIST CHURCH	OR
PACIFIC INSTITUTES FOR RESEARCH	OR	NORTHWEST FOOD PROCESSORS	
Mental Health for Children, Inc.	OR	ASSOCIATION	OR
The Dreaming Zebra Foundation	OR	INDEPENDENT INSURANCE AGENTS	
LAUREL HILL CENTER	OR	AND BROKERS OF OREGON	OR
THE OREGON COMMUNITY FOUNDATION	OR	OREGON EDUCATION ASSOCIATION	OR
		HEARING AND SPEECH INSTITUTE INC	OR
OCHIN	OR	SALEM ELECTRIC	OR
WE CARE OREGON	OR	MORRISON CHILD AND FAMILY	
SE WORKS	OR	SERVICES	OR
		JUNIOR ACHIEVEMENT	OR

**Section 8**  
**U.S. Communities Additional Provisions**

CENTRAL BIBLE CHURCH	OR	GRANT PARK CHURCH	OR
MID COLUMBIA MEDICAL CENTER- GREAT 'N SMALL	OR	ST. MARYS OF MEDFORD, INC.	OR
TRILLIUM FAMILY SERVICES, INC.	OR	US CONFERENCE OF MENONNITE	
YWCA SALEM	OR	BRETHREN CHURCHES	OR
PORTLAND ART MUSEUM	OR	FAITHFUL SAVIOR MINISTRIES	OR
SAINT JAMES CATHOLIC CHURCH	OR	OREGON CITY CHURCH OF THE	
SOUTHERN OREGON HUMANE		NAZARENE	OR
SOCIETY	OR	OREGON COAST COMMUNITY ACTION	OR
VOLUNTEERS OF AMERICA OREGON	OR	EDUCATION NORTHWEST	OR
CENTRAL DOUGLAS COUNTY FAMILY		COMMUNITY ACTION TEAM, INC.	OR
YMCA	OR	EUGENE SYMPHONY ASSOCIATION,	
METROPOLITAN FAMILY SERVICE	OR	INC.	OR
OREGON MUSUEM OF SCIENCE AND		STAR OF HOPE ACTIVITY CENTER INC.	OR
INDUSTRY	OR	SPARC ENTERPRISES	OR
FIRST UNITARIAN CHURCH	OR	SOUTHERN OREGON CHILD AND	
ST. ANTHONY CHURCH	OR	FAMILY COUNCIL, INC.	OR
Good Shepherd Medical Center	OR	SALEM ALLIANCE CHURCH	OR
Salem Academy	OR	Lane Council of Governments	OR
GEN CONF OF SDA CHURCH WESTERN		FORD FAMILY FOUNDATION	OR
OR	OR	TRAILS CLUB	OR
PORTLAND ADVENTIST ACADEMY	OR	NEWBERG FRIENDS CHURCH	OR
ST VINCENT DE PAUL	OR	WOODBURN AREA CHAMBER OF	
OUTSIDE IN	OR	COMMERCE	OR
UNITED CEREBRAL PALSY OF OR AND		CONTEMPORARY CRAFTS MUSEUM	
SW WA	OR	AND GALLERY	OR
WILLAMETTE VIEW INC.	OR	CITY BIBLE CHURCH	OR
PORTLAND HABILITATION CENTER,		OREGON LIONS SIGHT & HEARING	
INC.	OR	FOUNDATION	OR
OREGON STATE UNIVERSITY ALUMNI		PORTLAND WOMENS CRISIS LINE	OR
ASSOCIATION	OR	THE SALVATION ARMY - CASCADE	
ROSE VILLA, INC.	OR	DIVISION	OR
NORTHWEST LINE JOINT		WILLAMETTE FAMILY	OR
APPRENTICESHIP & TRAINING		WHITE BIRD CLINIC	OR
COMMITTEE	OR	GOODWILL INDUSTRIES OF LANE AND	
BOYS AND GIRLS CLUBS OF PORTLAND		SOUTH COAST COUNTIES	OR
METROPOLITAN AREA	OR	PLANNED PARENTHOOD OF	
ROGUE FEDERAL CREDIT UNION	OR	SOUTHWESTERN OREGON	OR
Oregon Research Institute	OR	HOUSING NORTHWEST	OR
WILLAMETTE LUTHERAN HOMES, INC	OR	OREGON ENVIRONMENTAL COUNCIL	OR
LANE MEMORIAL BLOOD BANK	OR	MEALS ON WHEELS PEOPLE, INC.	OR
PORTLAND JEWISH ACADEMY	OR	FAITH CENTER	OR
LANECO FEDERAL CREDIT UNION	OR	OREGON CHILD DEVELOPMENT	
		COALITION	OR

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**U.S. Communities Additional Provisions**

Bob Belloni Ranch, Inc.	OR	PORT CITY DEVELOPMENT CENTER	OR
GOOD SHEPHERD COMMUNITIES	OR	VIRGINIA GARCIA MEMORIAL HEALTH	
SACRED HEART CATHOLIC DAUGHTERS	OR	CENTER	OR
HELP NOW! ADVOCACY CENTER	OR	CENTRAL CITY CONCERN	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	CANBY FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR	EMERALD PUD	OR
LOOKING GLASS YOUTH AND FAMILY		VERMONT HILLS FAMILY LIFE CENTER	OR
SERVICES	OR	BENTON HOSPICE SERVICE	OR
SERENITY LANE	OR	INTERNATIONAL SOCIETY FOR	
EAST HILL CHURCH	OR	TECHNOLOGY IN EDUCATION	OR
LA GRANDE UNITED METHODIST		COMMUNITY CANCER CENTER	OR
CHURCH	OR	OPEN MEADOW ALTERNATIVE	
COAST REHABILITATION SERVICES	OR	SCHOOLS, INC.	OR
Edwards Center Inc	OR	CASCADIA BEHAVIORAL HEALTHCARE	OR
ALVORD-TAYLOR INDEPENDENT		WILD SALMON CENTER	OR
LIVING SERVICES	OR	BROAD BASE PROGRAMS INC.	OR
NEW HOPE COMMUNITY CHURCH	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
KLAMATH HOUSING AUTHORITY	OR	TRAINING EMPLOYMENT	
QUADRIPLIGICS UNITED AGAINST		CONSORTIUM	OR
DEPENDENCY, INC.	OR	RELEVANT LIFE CHURCH	OR
SPONSORS, INC.	OR	211INFO	OR
COLUMBIA COMMUNITY MENTAL		SONRISE CHURCH	OR
HEALTH	OR	LIVING WAY FELLOWSHIP	OR
ADDICTIONS RECOVERY CENTER, INC	OR	Women's Safety & Resource Center	OR
METRO HOME SAFETY REPAIR		SEXUAL ASSAULT RESOURCE CENTER	OR
PROGRAM	OR	IRCO	OR
OREGON SUPPORTED LIVING		NORTHWEST YOUTH CORPS	OR
PROGRAM	OR	TILLAMOOK CNTY WOMENS CRISIS	
SOUTH COAST HOSPICE, INC.	OR	CENTER	OR
ALLFOURONE/CRESTVIEW		SECURITY FIRST CHILD DEVELOPMENT	
CONFERENCE CTR.	OR	CENTER	OR
The International School	OR	CLASSROOM LAW PROJECT	OR
REBUILDING TOGETHER - PORTLAND		YOUTH GUIDANCE ASSOC.	OR
INC.	OR	PREGNANCY RESOUCCE CENTERS OF	
PENDLETON ACADEMIES	OR	GRETER PORTLAND	OR
PACIFIC FISHERY MANAGEMENT		ELMIRA CHURCH OF CHRIST	OR
COUNCIL	OR	JASPER MOUNTAIN	OR
DOGS FOR THE DEAF, INC.	OR	ACUMENTRA HEALTH	OR
PUBLIC DEFENDER SERVICES OF LANE		WORKSYSTEMS INC	OR
COUNTY, INC.	OR	COVENANT CHRISTIAN HOOD RIVER	OR
EMMAUS CHRISTIAN SCHOOL	OR	OREGON DONOR PROGRAM	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	NAMI OREGON	OR
SAINT CATHERINE OF SIENA CHURCH	OR	OLIVET BAPTIST CHURCH	OR



**Section 8**  
**U.S. Communities Additional Provisions**

SILVERTON AREA COMMUNITY AID	OR	NORTHWEST ENERGY EFFICIENCY	
CONFEDERATED TRIBES OF GRAND		ALLIANCE	OR
RONDE	OR	BONNEVILLE ENVIRONMENTAL	
NEIGHBORIMPACT	OR	FOUNDATION	OR
CATHOLIC COMMUNITY SERVICES	OR	SUMMIT VIEW COVENANT CHURCH	OR
NEW AVENUES FOR YOUTH INC	OR	SALMON-SAFE INC.	OR
LA CLINICA DEL CARINO FAMILY		BETHEL CHURCH OF GOD	OR
HEALTH CARE CENTER	OR	PROVIDENCE HOOD RIVER MEMORIAL	
DECISION SCIENCE RESEARCH		HOSPITAL	OR
INSTITUTE, INC.	OR	SAINT ANDREW NATIVITY SCHOOL	OR
WESTERN STATES CENTER	OR	BARLOW YOUTH FOOTBALL	OR
HIV ALLIANCE, INC	OR	SPOTLIGHT THEATRE OF PLEASANT	
PARTNERSHIPS IN COMMUNITY		HILL	OR
LIVING, INC.	OR	FAMILIES FIRST OF GRANT COUNTY,	
FANCONI ANEMIA RESEARCH FUND		INC.	OR
INC.	OR	TOUCHSTONE PARENT ORGANIZATION	OR
BLIND ENTERPRISES OF OREGON	OR	CANCER CARE RESOURCES	OR
OREGON BALLET THEATRE	OR	CASCADIA REGION GREEN BUILDING	
SMART	OR	COUNCIL	OR
All God's Children International	OR	SHERMAN DEVELOPMENT LEAGUE,	
FARMWORKER HOUSING DEV CORP	OR	INC.	OR
UMPQUA COMMUNITY		SCIENCEWORKS	OR
DEVELOPMENT CORPORATION	OR	WORD OF LIFE COMMUNITY CHURCH	OR
REGIONAL ARTS AND CULTURE		SOCIAL VENTURE PARTNERS	
COUNCIL	OR	PORTLAND	OR
THE EARLY EDUCATION PROGRAM,		OREGON PROGRESS FORUM	OR
INC.	OR	CENTER FOR RESEARCH TO PRACTICE	OR
MACDONALD CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
EVERGREEN AVIATION MUSEUM AND		UNITED WAY OF THE COLUMBIA	
CAP. MICHAEL KING.	OR	WILLAMETTE	OR
SELF ENHANCEMENT INC.	OR	EUGENE BALLET COMPANY	OR
FRIENDS OF THE CHILDREN	OR	EAST WEST MINISTRIES	
SOUTH LANE FAMILY NURSERY DBA		INTERNATIONAL	OR
FAMILY RELIEF NURSE	OR	SISKIYOU INITIATIVE	OR
COMMUNITY VETERINARY CENTER	OR	EDUCATIONAL POLICY IMPROVEMENT	
PORTLAND SCHOOLS FOUNDATION	OR	CENTER	OR
SUSTAINABLE NORTHWEST	OR	North Pacific District of Foursquare	
OREGON DEATH WITH DIGNITY	OR	Churches	OR
BIRCH COMMUNITY SERVICES, INC.	OR	CATHOLIC CHARITIES	OR
BAY AREA FIRST STEP, INC.	OR	FIRST CHURCH OF THE NAZARENE	OR
OSLC COMMUNITY PROGRAMS	OR	WESTSIDE BAPTIST CHURCH	OR
EN AVANT, INC.	OR	Housing Development Center	OR
ASHLAND COMMUNITY HOSPITAL	OR	Hoodview Christian Church	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Child Evangelism Fellowship	OR	Polk Soil and Water Conservation	
Little Promises Children's Program	OR	District	OR
UNION GOSPEL MISSION	OR	Street Ministry	OR
GRACE BAPTIST CHURCH	OR	La Grande Church of the Nazarene	OR
COMMUNITY ACTION ORGANIZATION	OR	Spruce Villa, Inc.	OR
OUTSIDE IN	OR	OREGON SCHOOL BOARDS	
MAKING MEMORIES BREAST CANCER		ASSOCIATION	OR
FOUNDATION, INC.	OR	House of Prayer for All Nations	OR
ELAW	OR	Sacred Heart Catholic Church	OR
COMMUNITY HEALTH CENTER, INC	OR	African American Health Coaliton, Inc.	OR
Greater Portland INC	OR	Happy Canyon Company	OR
Eugene Builders Exchange	OR	Village Home Education Resource	
Boys & Girls Club of Corvallis	OR	Center	OR
Southeast Uplift Neighborhood		Monet's Children's Circle	OR
Coalition	OR	Cascade Housing Association	OR
First United Presbyterian Church	OR	Dayspring Fellowship	OR
PDX Wildlife	OR	Northwest Habitat Institute	OR
Friends of the Opera House	OR	Winding Waters Medical Clinic	OR
Jackson-Josephine 4-C Council	OR	Sacred Heart-St Louis Parish	OR
North Coast Family Fellowship	OR	First Baptist Church	OR
P E C I	OR	The Nature Conservancy, Willamette	
Childswork Learning Center	OR	Valley Field Office	OR
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts		Portland Community Reinvestment	
Productions, Inc.	OR	Initiatives, Inc.	OR
Relief Nursery	OR	Christians As Family Adovates	OR
St. Mary's Episcopal Church	OR	GeerCrest Farm & Historical Society	OR
Viking Sal Senior Center	OR	College United Methodist Church	OR
Boys and Girls Club of the rogue valley	OR	The Collins Foundation	OR
Lincoln City Chamber of Commerce	OR	Prince of Peace Lutheran Church &	
DrupalCon Inc., DBA Drupal		School	OR
Association	OR	NEDCO	OR
Albany Partnership for Housing and		Salem Evangelical Church	OR
Community Development	OR	Wild Lilac Child Development	
SEED OF FAITH MINISTRIES	OR	Community	OR
Hermiston Christian Center & School	OR	Daystar Education, Inc.	OR
SALEM FREE CLINICS	OR	Oregon Social Learning Center	OR
Dress for Success Oregon	OR	Pain Society of Oregon	OR
Beaverton Rock Creek Foursquare		environmental law alliance worldwide	OR
Church	OR	Eugene Country Club	OR
St Paul Catholic Church	OR	Community in Action	OR
St Mary's Catholic School and Parish	OR	Willamette Valley Baptist Church	OR
		Curry County Habitat for Humanity	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Northwood Christian Church	OR	Sunny Oaks Inc	OR
Tuality Healthcare	OR	Hospice Center Bend La Pine	OR
Safe Harbors	OR	Westside Foursquare Church	OR
FIRST CHRISTIAN CHURCH	OR	Relief Nursery Inc	OR
Pacific Classical Ballet	OR	Morning Star Community Church	OR
Depaul Industries	OR	MULTNOMAH DEFENDERS INC	OR
African American Health Coalition	OR	Providence Health System	OR
Jesus Prayer Book	OR	Holy Trinity Catholic Church	OR
Coalition Of Community Health	OR	Holy Redeemer Catholic Church	OR
River Network	OR	Alliance Bible Church	OR
CCI Enterprises Inc	OR	CARE OREGON	OR
Oregon Nurses Association	OR	Mid Columbia Childrens Council	OR
GOODWILL INDUSTRIES OF THE		HUMANE SOCIETY OF REDMOND	OR
COLUMBIA WILLAMETTE	OR	Our Redeemer Lutheran Church	OR
Mount Angel Abbey	OR	Kbps Public Radio	OR
YMCA OF ASHLAND	OR	Skyball Salem Keizer Youth Bas	OR
YMCA OF COLUMBIA-WILLAMETTE		Open Technology Center	OR
ASSOCIATION SERVICES	OR	Grace Chapel	OR
Multnomah Law Library	OR	CHILDREN'S MUSEUM 2ND	OR
Friends Of Tryon Creek State P	OR	Solid Rock	OR
Ontrack Inc.	OR	West Chehalem Friends Church	OR
Calvin Presbyterian Church	OR	Guide Dogs For The Blind	OR
HOLT INTL CHILD	OR	Aldersgate Camps and Retreats	OR
St John The Baptist Catholic	OR	St. Katherine's Catholic Church	OR
Portland Foursquare Church	OR	The Alliance NW of the Christian &	
Portland Christian Center	OR	Missionary Alliance	OR
Church Extension Plan	OR	Bags of Love	OR
Occu Afghanistan Relief Effort	OR	Grand View Baptist Church	OR
EUGENE FAMILY YMCA	OR	Green Electronics Council	OR
Christ The King Parish and School	OR	Scottish Rite	OR
Newberg Christian Church	OR	Western Wood Products Association	OR
First United Methodist Church	OR	Grace Baptist Church of St. Helens, Lil	
Zion Lutheran Church	OR	Learners Preschool	OR
Southwest Bible Church	OR	THE NEXT DOOR	OR
Community Works Inc	OR	NATIONAL PSORIASIS FOUNDATION	OR
Masonic Lodge Pearl 66	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Molalla Nazarene Church	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
Transition Projects, Inc	OR	OREGON REPERTORY SINGERS	OR
St Michaels Episcopal Church	OR	HIGHLAND HAVEN	OR
Saint Johns Catholich Church	OR	FAIR SHARE RESEARCH AND	
Community Learning Center	OR	EDUCATION FUND	OR
Old Mill Center for Children and Families	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR

**Section 8**  
**U.S. Communities Additional Provisions**

First Baptist Church of Enterprise	OR	Billy Webb Elks lodge #1050	OR
The Canby Center	OR	Silverton Senior Center	OR
REDMOND FIRE & RESCUE	OR	First Evangelical Presbyterian Church of Oregon City	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	Joyful Servant Lutheran Church	OR
McKenzie Personnel Systems	OR	Sandy Seventh-day Adventist Church	OR
OSLC COMMUNITY PROGRAMS OCP	OR	Muddy Creek Charter School	OR
Oregon Nikkei Endowment	OR	A FAMILY FOR EVERY CHILD	OR
Grace Community Church	OR	PORT OF CASCADE LOCKS	OR
Eastern Oregon Alcoholism Foundation	OR	1000 FRIENDS OF OREGON	OR
Grantmakers for Education	OR	OREGON PEDIATRIC SOCIETY	OR
The Spiral Gallery	OR	NONPROFIT ASSOCIATION OF OREGON	OR
The ALS Association Oregon and SW Washington Chapter	OR	LUKE DORF INC	OR
Children's Relief Nursery	OR	FAMILY CARE INC	OR
Home Builders	OR	MEDICAL TEAMS INTL	OR
New Life Baptist Church	OR	Clean Slate Canine Rescue & Rehabilitation	OR
Feral Cat Awareness Team	OR	St. Martins Episcopal church	OR
Florence United Methodist Church	OR	Tower Theatre Foundation, Inc	OR
World of Speed	OR	Food for Lane County	OR
SW Community Health Center	OR	Clatsop Behavioral Healthcare	OR
Energy Trust of Oregon	OR	West Coast Haunters Convention	OR
St. Vincent de Paul Church	OR	columbia gorge discovery center and museum	OR
Fr. Bernard Youth Center	OR	NAMI of Washington County	OR
Oregon Psychoanalytic Center	OR	American Legion Aloha Post 104	OR
Store to Door	OR	The Dalles Art Association	OR
Oregon Translational Research and Development Insitute	OR	Temple Beth Israel	OR
Depaul Industries	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	Rose Haven	OR
SELCO Community Credit Union	OR	Dallas Church	OR
Prairie Baptist Church	OR	OREGON STATE UNIVERSITY	
North Coast Christian Church	OR	BOOKSTORE INC	OR
Union County Economic Development Corp.	OR	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Camelto Theatre Company	OR	FAIRFIELD BAPTIST CHURCH	OR
Camp Fire Columbia	OR	Sexual Assault Support Services	OR
TAKE III OUTREACH	OR	Neskowin Valley School	OR
Rolling Hills Community Church	OR	RON WILSON CENTER FOR EFFECTIVE	
Eugene Swim and Tennis Club	OR	LIVING INC	OR
Summa Institute	OR	St. Joseph Shelter	OR
Amani Center	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

The Inn Home for Boys, Inc.9138	OR	Consumers Power Inc.	OR
MCKENZIEWATERSHED COUNCIL	OR	A. C. Gilbert's Discovery Village	OR
Opportunity Connections	OR	First Lutheran Church of Astoria	OR
MENNONITE HOME OF ALBANY INC	OR	Fund For Christian Charity	OR
Oregon Technical Assistance Corporation	OR	Deer Meadow Assisted Living	OR
Oregon And Southern Idaho Laborers Employers Training School	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
New Life Fellowship Church of God	OR	Umpqua Basin Water Association	OR
Gladstone Senior Center	OR	Alpha Lambda House Corporation	OR
Education Travel & Culture, Inc.	OR	St John Fisher Catholic Church Portland Oregon	OR
Rural Development Initiatives	OR	Eugene Creative Care	OR
Jason Lee Manor/UMRC	OR	VFW POST 4248	OR
Jesus Pursuit Church	OR	The Church of Christ of Latter Day Saints	OR
YMCA of Marion and Polk Counties	OR	Cascade Height Public Charter School	
Urban Gleaners	OR	PTA	OR
PacificSource Health	OR	G.O.B.H.I	OR
Faith Christian Fellowship	OR	Association of Oregon Corrections Employees, Inc.	OR
Brookings Elks Lodge	OR	A Jesus Church Family	OR
Tualatin Lacrosse Club	OR	300 Main Inc	OR
Tillamook Seventh Day Adventist Church	OR	Southwestern Oregon Public Defender Services, Inc.	OR
Oregon Jewish Community Foundation	OR	Albertina Kerr Centers	OR
East River Fellowship	OR	Dufur Christian Church	OR
Holy Family Academy	OR	St. Matthew Catholic School	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Serendipity Center Inc	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	Yellowhawk Tribal Health	OR
Peace Lutheran Church	OR	CASA of Marion County	OR
Living Word Christian Center	OR	Oregonians for Food & Shelter	OR
Housing Authority of Douglas County	OR	Westside Church of Christ Inc	OR
Vietnamese Christian Community Church	OR	Northwest Family Services	OR
Forest Park Conservancy	OR	Network Charter School	OR
Friends for Animals	OR	Ride Connecton	OR
Family Building Blocks	OR	Parenting Now!	OR
Greenleaf Industries	OR	Christian Church of Woodburn	OR
Ananda Center at Laurelwood	OR	Verde	OR
Goodwill Industries of Lane and South Coast	OR	Native American Youth and Family Center Early College Academy	OR
RB Pamplin Corportaion	OR	USO Northwest	OR
Agia Sophia Academy	OR	Norkenzie Christian Church	OR
Friends of Driftwood Library	OR	Little Flower Development Center	OR

**Section 8**  
**U.S. Communities Additional Provisions**

TLO Farms	OR	National Christian Community	
Evergreen Wings and Waves	OR	Foundation	OR
Ascension Episcopal Parish	OR	Legal Aid Services of Oregon LITC	OR
Center for Family Development	OR	The Sunriver Owners Association	OR
West Salem Foursquare Church	OR	Willamette Valley Babe Ruth	OR
Good Samaritan Ministry	OR	Center For Continuous Improvement	OR
Grace Lutheran Church of Molalla	OR	Northwest Center for Alternatives to	
Trinity Lutheran	OR	Pesticides	OR
HOPE LUTHERAN CHURCH	OR	Junction City/Harrisburg/Monroe	
Mount Pisgah Arboretum	OR	Habitat for Humanity	OR
Redeemer Lutheran Church	OR	The Followers of Christ Church of	
Disjecta Contemporary Art Center	OR	Oregon City	OR
Korean Central Covenant Church of Eugene	OR	SEIU Local 49	OR
Yankton Baptist Church	OR	Emerald Media Group	OR
BioGift Anatomical	OR	West Hills Christian School	OR
Lower Columbia Estuary Partnership	OR	Trillium Sprigs	OR
Fur Footed Rescue, Inc.	OR	Smith Memorial Presbyterian Church	OR
Mt Hood Hospice	OR	Western Arts Alliance	OR
Oppportunity Foundation of central Oregon	OR	Youth Dynamics	OR
Constructing Hope	OR	Ashland Art Center	OR
Sprinkfield Elks #2145	OR	Apostolic Church of Jesus Christ	OR
Abuse Recovery Ministry & Services	OR	DOUGLAS FOREST PROTECTIVE	OR
Oasis Shelter Home	OR	Echo Theater Company	OR
ST HENRYS CHURCH	OR	Corvallis Caring Place	OR
Nehalem Bay House	OR	Oregon Lyme Disease Network	OR
UNITED METHODIST CHURCH	OR	Ecotrust	OR
p:ear	OR	SPECIAL MOBILITY SERVICES	OR
Health Share of Oregon	OR	Bethlehem Christian Pre-School	OR
St. Peter Catholic Church	OR	Historical Outreach Foundation	OR
Mid Willamette Valley Community Action	OR	Teras Interventions and Counseling Inc	OR
A Hope For Autism Foundation	OR	Brooklyn Primary PTO	OR
NW Sport Fishing	OR	Mountain View Academy	OR
Breast Friends	OR	Salem Area Chamber of Commerce	OR
ScienceWorks Museum	OR	First Congregational Chrch	OR
Willamette Neighborhood Housing Services	OR	OREGON STATE FAIR	OR
South Salem High Music Boosters	OR	Tri-County Chamber of Commerce Inc	OR
SEPTL Southeast Portland Tool Library	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Kids Unllimited Academy	OR	Center for Human Development	OR
Cappella Romana	OR	God's Storehouse Pantry	OR
		Clackamas River Trout Unlimited	OR
		SafeHaven Humane Society	OR
		Rainier Assembly of God	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Tilikum Center for Retreats and Outdoor Ministries	OR	Olive Plaza	OR
Washington Park Transportation Management Association	OR	Rogue Valley Humane Society	OR
Travel Lane County	OR	Willamette Carpenters Training Center, Inc	OR
Hinson Baptist Church	OR	Great Portland Bible	OR
Alvord Taylor	OR	College Possible	OR
EUGENE CHRISTIAN FELLOWSHIP	OR	Unithed Way	OR
Bridges to Change	OR	Community Energy Project	OR
Risen Records	OR	Bridgeport Community Chapel	OR
DePaul Treatment Centers, Inc.	OR	Oswego Lake Country Club	OR
Ministerio International Casa	OR	Urban League of Portland	OR
New Paradise Worship Center	OR	La Grande Foursquare Church	OR
Mission Increase Foundation	OR	Portland Oregon Visitors Association	OR
Curry Public Transit Inc	OR	Barter Union International	OR
THREE RIVERS CASINO	OR	Southern Oregon Project Hope	OR
Brookings Harbor Christian School	OR	Our United Villages	OR
Local 290	OR	Sunset Presbyterian Church	OR
Hope Church of The Assemblies of God Albany Oregon	OR	Youth M.O.V.E. Oregon	OR
Sherwood Community Friends Church	OR	Samaritan Health Services Inc.	OR
Bethesda Lutheran Church	OR	St. Mary's Church	OR
Legacy Mt. Hood Medical Center	OR	Santiam Assembly of God	OR
Adelante Mujeres	OR	CASCADES WEST FINANCIAL SERVICES	
Yamhill Community Care Organization	OR	IN	OR
Trinity United Methodist Church	OR	Kilchis House	OR
Portland Japanese Garden	OR	Calvary Assembly of God	OR
Ike Box Cafe	OR	Lake Grove Presbyterian Church	OR
The Madeleine Parish	OR	Grace Lutheran School	OR
The Tucker-Maxon Oral School	OR	Western Mennonite School	OR
Southwest Neighborhoods, Inc	OR	OEA CHOICE TRUST	OR
Wallowa Valley Center For Wellness	OR	American Tinnitus Association	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Oregon Coast Aquarium, Inc.	OR
Joy Church Eugene	OR	HOPE POINT CHURCH	OR
Portland Yacht Club	OR	Unitus Community Credit Union	OR
League of Women Voters	OR	St John the Baptist Greek Orthodox Church	OR
Oregon & Southern Idaho District Council of Laborers'	OR	Parkinson's Resources of Oregon	OR
Portland Police Sunshine Division	OR	Oregon Independent Automobile Dealers Association	OR
Curry Health Network	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
United Way of Lane County	OR	St. Elizabeth Ann Seton Church	OR
The Lighthouse School	OR	St Andrews Presbyterian	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Oregon Rural Electric Cooperative Association	OR	OSU Deschutes County Extension Service	OR
THE MILL CASINO	OR	Portland Actors Conservatory	OR
Gateway Prebyterian Church	OR	University Of Oregon Athletics Department	OR
Oregon Jewish Museum and Center for Holoacust Education	OR	Ecola Bible School	OR
Northwest Opening	OR	Tokyo Int'l University of America, Inc	OR
Oregon State University	OR	WARNERPACIFIC COLG	OR
Treasure Valley Community College	OR	Beta Omega Alumnae	OR
Institute of Technology	OR	Oregon Institute of Technology	OR
Unviersity of Oregon	OR	SOUTHERN OREGON UNIVERSITY	OR
OREGON UNIVERSITY SYSTEM	OR	EASTERN OREGON UNIVERSITY	OR
University of Western States	OR	Wilco Farmers	OR
GEORGE FOX UNIVERSITY	OR	Harvest Church	OR
LEWIS AND CLARK COLLEGE	OR	Society of American Foresters	OR
PACIFIC UNIVERSITY	OR	Clackamas River Water Providers	OR
REED COLLEGE	OR	eickhoff dev co inc	OR
WILLAMETTE UNIVERSITY	OR	Cornerstone Association Inc	OR
LINFIELD COLLEGE	OR	The Klamath Tribe	OR
MULTNOMAH BIBLE COLLEGE	OR	advocate care	OR
NORTHWEST CHRISTIAN COLLEGE	OR	Cannon Beach Fire	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR	Life Flight Network LLC	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR	OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
PORTLAND STATE UNIV.	OR	PENTAGON FEDERAL CREDIT UNION	OR
CLACKAMAS COMMUNITY COLLEGE	OR	SAIF CORPORATION	OR
MARYLHURST UNIVERSITY	OR	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	USAGENCIES CREDIT UNION	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR	PACIFIC CASCADE FEDERAL CREDIT UNION	OR
pacific u	OR	LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
UNIVERSITY OF OREGON	OR	GRANTS PASS MANAGEMENT SERVICES, DBA	OR
CONCORDIA UNIV	OR	SPIRIT WIRELESS	OR
Marylhurst University	OR	Kartini Clinic	OR
Corban College	OR	Astra	OR
NORTH MARION SCHL DIST	OR	Beit Hallel	OR
University of Oregon - Purchasing and Contracting Services	OR	Cvalco	OR
Oregon Center For Advanced T	OR	Elderhealth and Living	OR
UNIVERSITY OF PORTLAND	OR	OREGON CORRECTIONS ENTERPRISES	OR
		OREGON STATE HOSPITAL	OR



**Section 8**  
**U.S. Communities Additional Provisions**

OFFICE OF PUBLIC DEFENSE SERVICES	OR	PIONEER TELEPHONE COOPERATIVE	OR
Clatskanie People's Utility District	OR	Halsey-Shedd Fire District	OR
PIONEER COMMUNITY DEVELOPMENT	OR	Northwest Power and Conservation	
MARION COUNTY HEALTH DEPT	OR	Council	OR
Ricoh USA	OR	Oregon Funeral Directors Association	OR
Heartfelt Obstetrics & Gynecology	OR	Nez Perce Tribe	OR
Coquille Economic Development		Obsidian Urgent Care, P.C.	OR
Corporation	OR	First Presbyterian Church of La Grande	OR
CITY/COUNTY INSURANCE SERVICE	OR	CONFLUENCE ENVIRONMENTAL CENTE	OR
COMMUNITY CYCLING CENTER	OR	A&I Benefit Plan Administrators, Inc.	OR
Shangri La	OR	K Churchill Estates	OR
Portland Impact	OR	CSC HEAD START	OR
Eagle Fern Camp	OR	NORTHWEST VINTAGE CAR AND	
KLAMATH FAMILY HEAD START	OR	MOTORCYCLE	OR
RIVER CITY DANCERS	OR	crescent grove cemetery	OR
Oregon Permit Technical Association	OR	IONE HIGH SCHOOL	OR
KEIZER EAGLES AERIE 3895	OR	Port of Toledo	OR
Pgma/Cathie Bourne	OR	Roseburg Police Department	OR
Sunrise Water	OR	Molalla Rural Fire Protection District	OR
Burns Paiute Tribe	OR	MONMOUTH - INDEPENDENCE	
Oregon Public Broadcasting	OR	NETWORK	OR
La Grande Family Practice	OR	EUGENE WATER & ELECTRIC BOARD	OR
Linn Benton Lincoln Educational		MALIN COMMUNITY PARK AND	
Services District	OR	RECREATION DISTRICT	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR	TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Ricoh USA	OR	GLADSTONE POLICE DEPARTMENT	OR
Sphere MD	OR	GOLD BEACH POLICE DEPARTMENT	OR
BIENESTAR, INC.	OR	THE NEWPORT PARK AND RECREATION	
MEDFORD WATER COMMISSION	OR	CENTER	OR
Solutins Yes	OR	RIVERGROVE WATER DISTRICT	OR
sunrise water authority	OR	TUALATIN VALLEY FIRE & RESCUE	OR
Mountain Valley Therapy	OR	GASTON RURAL FIRE DEPARTMENT	OR
EAsern Oregon Trade and Event		CITY COUNTY INSURANCE SERVICES	OR
Center	OR	SOUTH SUBURBAN SANITARY DISTRICT	OR
Waste-Pro	OR	SOUTH FORK WATER BOARD	OR
QUEEN OF PEACE SCHOOL	OR	SUNSET EMPIRE PARK AND	
Columbia River Inter-tribal Fish		RECREATION	OR
Commission	OR	SPRINGFIELD UTILITY BOARD	OR
NPKA	OR	Tillamook Urban Renewal Agency	OR
IBEW280	OR	Netarts Water District	OR
Confederated Tribes of Warm Springs	OR	OAK LODGE SANITARY DISTRICT	OR
Point West Credit Union	OR	Boardman Rural Fire Protection	
Oregon State Credit Union	OR	District	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Tualatin Soil and Water Conservation District	OR	CLACKAMAS RIVER WATER	OR
Silverton Fire District	OR	NW POWER POOL	OR
Lewis and Clark Rural Fire Protection District	OR	Lowell Rural Fire Protection District	OR
Rainbow Water District	OR	TriMet Transit	OR
Illinois Valley Fire District	OR	Estacada Rural Fire District	OR
Clatskanie RFPD	OR	Keizer Fire District	OR
PORT OF TILLAMOOK BAY	OR	State Accident Insurance Fund Corporation	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR	Bend Metro Park & Recreation District	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR	Port of Hood River	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR	La Pine Park & Recreation District	OR
OAK LODGE WATER DISTRICT	OR	Brookings- HArbor School District 17c	OR
THE PORT OF PORTLAND	OR	Siuslaw Public Library District	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR	Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
TUALATIN VALLEY WATER DISTRICT	OR	Columbia River Fire & Rescue	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR	Fern Ridge Library District	OR
LANE EDUCATION SERVICE DISTRICT	OR	Bend Park and Recreation District	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	Port of Garibaldi	OR
PORT OF SIUSLAW	OR	Seal Rock Water District	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR	Rockwood Water P.U.D.	OR
PORT OF ST HELENS	OR	Gollux	OR
LANE TRANSIT DISTRICT	OR	Tillamook Fire District	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR	Tillamook County Transportation Dist	OR
HOODLAND FIRE DISTRICT NO.74	OR	Central Lincoln People's Utility District	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR	Jefferson Park and Recreation	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR	twvd	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	City of Monmouth / Public Works	OR
Banks Fire District #13	OR	McMinnville Police Department	OR
KLAMATH COUNTY 9-1-1	OR	Long Creek School District	OR
GLENDALE RURAL FIRE DISTRICT	OR	City of Salem Fire Department	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	City of Sublimity	OR
		City of Central Point Parks and Recreation	OR
		Gearhart Fire Department	OR
		Woodburn City Of	OR
		Brookings Fire / Rescue	OR
		City of Veneta	OR
		CITY OF DAMASCUS	OR
		Hermiston Fire & Emergency Svcs	OR
		CEDAR MILL COMMUNITY LIBRARY	OR
		CITY OF LAKE OSWEGO	OR

**Section 8**  
**U.S. Communities Additional Provisions**

LEAGUE OF OREGON CITIES	OR	CITY OF SEASIDE	OR
CITY OF SANDY	OR	CITY OF SILVERTON	OR
CITY OF ASTORIA OREGON	OR	CITY OF STAYTON	OR
CITY OF BEAVERTON	OR	City of Troutdale	OR
CITY OF BOARDMAN	OR	CITY OF TUALATIN, OREGON	OR
CITY OF CANBY	OR	CITY OF WARRENTON	OR
CITY OF CANYONVILLE	OR	CITY OF WEST LINN/PARKS	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR	CITY OF WOODBURN	OR
CITY OF CLATSKANIE	OR	CITY OF TIGARD, OREGON	OR
CITY OF CONDON	OR	CITY OF AUMSVILLE	OR
CITY OF COOS BAY	OR	CITY OF PORT ORFORD	OR
CITY OF CORVALLIS	OR	CITY OF EAGLE POINT	OR
CITY OF CRESWELL	OR	CITY OF WOOD VILLAGE	OR
CITY OF ECHO	OR	St. Helens, City of	OR
CITY OF ESTACADA	OR	CITY OF WINSTON	OR
CITY OF EUGENE	OR	CITY OF COBURG	OR
CITY OF FAIRVIEW	OR	CITY OF NORTH PLAINS	OR
CITY OF GEARHART	OR	CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR	CITY OF YACHATS	OR
CITY OF GRANTS PASS	OR	FLORENCE AREA CHAMBER OF COMMERCE	OR
CITY OF GRESHAM	OR	PORTLAND DEVELOPMENT COMMISSION	OR
CITY OF HILLSBORO	OR	CITY OF CANNON BEACH OR	OR
CITY OF HOOD RIVER	OR	CITY OF ST. PAUL	OR
CITY OF JOHN DAY	OR	CITY OF ADAIR VILLAGE	OR
CITY OF KLAMATH FALLS	OR	CITY OF WILSONVILLE	OR
CITY OF LA GRANDE	OR	CITY OF HAPPY VALLEY	OR
CITY OF MALIN	OR	CITY OF SHADY COVE	OR
CITY OF MCMINNVILLE	OR	CITY OF LAKESIDE	OR
CITY OF HALSEY	OR	CITY OF MILLERSBURG	OR
CITY OF MEDFORD	OR	CITY OF GATES	OR
CITY OF MILL CITY	OR	KEIZER POLICE DEPARTMENT	OR
CITY OF MILWAUKIE	OR	CITY OF DUNDEE	OR
CITY OF MORO	OR	Pendleton Police Department	OR
CITY OF MOSIER	OR	CITY OF AURORA	OR
CITY OF NEWBERG	OR	THE CITY OF NEWPORT	OR
CITY OF OREGON CITY	OR	CITY OF ALBANY	OR
CITY OF PILOT ROCK	OR	CITY OF ASHLAND	OR
CITY OF POWERS	OR	CITY OF LEBANON	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF PORTLAND	OR
CITY OF REEDSPORT	OR	CITY OF SALEM	OR
CITY OF RIDDLE	OR	CITY OF SPRINGFIELD	OR
CITY OF SCAPPOOSE	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

METRO	OR	City of Pendleton Parks & Recreation	OR
CITY OF BURNS	OR	CITY OF HEPPNER	OR
CITY OF COTTAGE GROVE	OR	CITY OF HERMISTON	OR
CITY OF DALLAS	OR	CITY OF SWEETHOME	OR
CITY OF FALLS CITY	OR	CITY OF THE DALLES	OR
CITY OF PHOENIX	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF PRAIRIE CITY	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF REDMOND	OR	STAYTON FIRE DISTRICT	OR
CITY OF SHERWOOD	OR	Lake County Chamber of Commerce	
City of junction city	OR	Inc	OR
City of Florence	OR	City of Talent	OR
Columbia Gorge Community	OR	City of Ontario	OR
West Linn Police Department	OR	City of Corvallis Parks and Recreation	OR
City of Dayton	OR	North Lincoln Fire & Rescue #1	OR
City of Carlton	OR	Gresham Police Department	OR
City of Pendleton Convention Center	OR	City of Harrisburg	OR
City of Monmouth	OR	Gladstone Public Library	OR
City of Philomath	OR	West Linn Police	OR
City of Sheridan	OR	City of Portland Parks Bureau	OR
Seaside Public Library	OR	City of Astoria Parks Dept.	OR
City of Yoncalla	OR	Seaside Fire & Rescue	OR
La Grande Police Department	OR	Florence Police Department	OR
City of Joseph	OR	City Of North Bend	OR
Cove City Hall	OR	City of Union	OR
NW PORTLAND INDIAN HEALTH BOARD	OR	City of Nehalem	OR
Portland Patrol Services	OR	City of Richland	OR
City Of Bend	OR	CITY OF LINCOLN CITY	OR
City Of Coquille	OR	City of Donald	OR
City Of Molalla	OR	City of Milton-Freewater	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR	CITY OF MADRAS	OR
City of St. Helens	OR	CITY OF SCIO	OR
City of North Powder	OR	City of Forest Grove	OR
City of Eugene	OR	City Govrnment	OR
City of Cornelius, OR	OR	City of Mt. Angel	OR
Toledo Police Department	OR	Albany Police Department	OR
Springfield Public Library	OR	Tualatin Police Department	OR
City of Independence	OR	City of Sodaville	OR
City of Cascade Locks	OR	Canby Utility	OR
City of Columbia City	OR	Umatilla Electric Cooperative	OR
City of Baker City	OR	WATER ENVIRONMENT SERVICES	OR
McMinnville Water & Light	OR	Polk County Fire District No.1	OR
		Clatsop Care Health District-Clatsop	
		Retirement Village	OR

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Netarts-Oceanside RFPD	OR	CENTRAL OREGON COMMUNITY	
UIUC	OR	COLLEGE	OR
Rogue River Fire District	OR	UMPQUA COMMUNITY COLLEGE	OR
Aurora Rural Fire District	OR	LANE COMMUNITY COLLEGE	OR
Tillamook County Emergency		MT. HOOD COMMUNITY COLLEGE	OR
Communications District	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	SOUTHWESTERN OREGON	
Oregon Cascades West Council of		COMMUNITY COLLEGE	OR
Governments	OR	PORTLAND COMMUNITY COLLEGE	OR
MULTONAH COUNTY DRAINAGE		CHEMEKETA COMMUNITY COLLEGE	OR
DISTRICT #1	OR	ROGUE COMMUNITY COLLEGE	OR
PORT OF BANDON	OR	COLUMBIA GORGE COMMUNITY	
OR INT'L PORT OF COOS BAY	OR	COLLEGE	OR
MID-COLUMBIA CENTER FOR LIVING	OR	TILLAMOOK BAY COMMUNITY	
DESCHUTES COUNTY RFPD NO.2	OR	COLLEGE	OR
YOUNGS RIVER LEWIS AND CLARK		KLAMATH COMMUNITY COLLEGE	
WATER DISTRICT	OR	DISTRICT	OR
PACIFIC STATES MARINE FISHERIES		Oregon Coast Community College	OR
COMMISSION	OR	Clatsop Community College	OR
CENTRAL OREGON IRRIGATION		North Portland Bible College	OR
DISTRICT	OR	OREGON COMMUNITY COLLEGE	
MARION COUNTY FIRE DISTRICT #1	OR	ASSOCIATION	OR
COLUMBIA RIVER PUD	OR	Umpqua Valley Public Defender	OR
SANDY FIRE DISTRICT NO. 72	OR	Teacher Standards and Practices	
BAY AREA HOSPITAL DISTRICT	OR	Commission	OR
NEAH KAH NIE WATER DISTRICT	OR	Salem Keizer School District Purchasing	OR
PORT OF UMPQUA	OR	Kdrv Channel 12	OR
EAST MULTNOMAH SOIL AND WATER		Opta Oregon Permit Technician	OR
CONSERVANCY	OR	Oregon Forest Resources Institute	OR
Benton Soil & Water Conservation		Office of the Ong Term Care	
District	OR	Ombudsman	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR	Oregon State Lottery	OR
CLEAN WATER SERVICES	OR	OREGON TOURISM COMMISSION	OR
North Douglas County Fire & EMS	OR	OREGON STATE POLICE	OR
Crooked River Ranch Rural Fire		OFFICE OF THE STATE TREASURER	OR
Protection District	OR	OREGON DEPT. OF EDUCATION	OR
PARROTT CREEK CHILD & FAM	OR	SEIU LOCAL 503, OPEU	OR
South Lane County Fire And Rescue	OR	OREGON DEPARTMENT OF FORESTRY	OR
Mill City RFPD	OR	OREGON STATE DEPT OF	
Lake Chinook Fire & Rescue	OR	CORRECTIONS	OR
Clackamas County Water Environment		OFFICE OF MEDICAL ASSISTANCE	
Services	OR	PROGRAMS	OR
Amity Fire District	OR	OREGON OFFICE OF ENERGY	OR

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**U.S. Communities Additional Provisions**

OREGON STATE BOARD OF NURSING	OR	Association of Oregon Community	
BOARD OF MEDICAL EXAMINERS	OR	Mental Health Programs	OR
OREGON LOTTERY	OR	Klamath County Association of	
OREGON BOARD OF ARCHITECTS	OR	Realtors	OR
SANTIAM CANYON COMMUNICATION CENTER		VA	OR
OREGON DEPT OF TRANSPORTATION	OR	US FISH AND WILDLIFE SERVICE	OR
OREGON TRAVEL INFORMATION COUNCIL	OR	Bonneville Power Administration	OR
OREGON DEPARTMENT OF EDUCATION	OR	Bureau Of Land Management	OR
OREGON DEPT. OF CORRECTIONS	OR	Oregon Army National Guard	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR	Linn County Sheriff Office	OR
Oregon Board of Massage Therapists	OR	USDA Forest Service	OR
Oregon Forest Industries Council	OR	123d Fighter Squadron	OR
Oregon Tradeswomen	OR	Yellowhawk Tribal Health Center	OR
Oregon Convention Center	OR	ANGELL JOB CORPS	OR
OREGON SCHL BRDS ASSOCIAT	OR	Coquille Indian Housing Authority	OR
Central Oregon Home Health and Hos	OR	COLLEGE HOUSING NORTHWEST	OR
Oregon Health Care Quality Cor	OR	HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
OREGON DEPARTMENT OF HUMAN SERVICES	OR	HOUSING AUTHORITY OF PORTLAND	OR
Oregon Air National Guard	OR	WEST VALLEY HOUSING AUTHORITY	OR
Training & Employment	OR	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
State of Oregon - Department of Administrative Services	OR	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
Aging and People with Disabilities	OR	MARION COUNTY HOUSING AUTHORITY	OR
Department of Administrative Services	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Oregon State Treasury	OR	Housing Authority of Yamhill County	OR
Oregon State Fair Council	OR	The Housing Authority of the County of Umatilla	OR
Oregon DEQ	OR	homeforward	OR
Procurement Services/DAS	OR	LifeSource	OR
STATE OF OREGON	OR	Access Inc	OR
OREGON JUDICIAL DEPARTMENT	OR	WOMENSPACE INC	OR
Oregon State Board of Architect Examiners	OR	McKenzie River Trust	OR
Oregon Board of Chiropractic Examiners	OR	WINTERSPRING CENTER	OR
City of Astoria Fire Department	OR	PNW. For Puerto Rico Relief	OR
Columbia Gorge ESD	OR	Justin Parret	OR
Nehalem Bay Wastewater	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM**  
**FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

**Section 8**  
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a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.



**Section 8**  
**U.S. Communities Additional Provisions**

**COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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**UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

**STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**AGREEMENT TO PROVIDE**  
**EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES**

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

**WHEREAS**, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the “Proposal.”

**WHEREAS**, the City awarded this Contract on \_\_\_\_\_, 2018 to Company to provide Equipment Rentals and Related Products and Services dated to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the “Contracting Agent” for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency’s access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**CONTRACT**

**1. EXHIBITS.**

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be

**Exhibit A**  
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resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Work
- 1.3. EXHIBIT C: Proposal Response Forms

**2. DEFINITIONS.**

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

**4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

**8. PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year

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renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte  
M&FS Finance Office / Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

**9. BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to

**Exhibit A**  
**Sample City Contract**

the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
  - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of \_\_\_\_\_, and is qualified to do business in North Carolina;
  - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
  - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
  - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

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13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

**14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

**15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

**16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

**17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

**18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.

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- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following



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actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **LIQUIDATED DAMAGES:** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications. The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty.
28. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
29. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
  - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

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Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

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- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
  - 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 29.8.3 Performing the transition service plan activities;
  - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
30. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
31. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
32. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
33. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

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34. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

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35. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

36. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

37. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

38. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such

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background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

- a. Criminal records search,
- b. Identification verification; and
- c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

39. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

39.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

39.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

39.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

39.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

39.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

39.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

40. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

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Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
	Karen Ewing
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-2992
	Fax: 704-632-8254
	E-mail: <a href="mailto:kewing@charlottenc.gov">kewing@charlottenc.gov</a>
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

41. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

42. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

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Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

**43 CONFIDENTIALITY.**

43.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 43.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 43.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 43.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 43.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 43.1.5 Citizen or employee social security numbers collected by the City.
- 43.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 43.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 43.1.8 Any attorney / client privileged information disclosed by either party.
- 43.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.



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- 43.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 43.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 43.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 43.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43.2 RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City’s prior written consent.
- 43.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall

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assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- 43.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 43.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

43.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 43.3.1 Was already known to Company prior to being disclosed by the City;
- 43.3.2 Was or becomes publicly known through no wrongful act of Company;
- 43.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 43.3.4 Was used or disclosed by Company with the prior written authorization of the City;
- 43.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 43.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**44. MISCELLANEOUS**

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager;

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depending on the amount. Some increases may also require approval by City Council.

- 44.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 44.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

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- 44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
  - Section 4.3 "Employment Taxes and Employee Benefits"
  - Section 13 "General Warranties"
  - Section 14 "Additional Representations and Warranties"
  - Section 22 "Guarantee"
  - Section 28 "Other Remedies"
  - Section 29 "Termination"
  - Section 33 "Insurance"
  - Section 34 "Indemnification"
  - Section 40 "Notices"
  - Section 43 "Confidentiality"
  - Section 44 "Miscellaneous"
- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

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- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

[Signature Page Follows]

**Exhibit A  
Sample City Contract**

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

**COMPANY:**

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

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE**

**CITY OF CHARLOTTE:  
RISK MANAGEMENT DIVISION**

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

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

**PRINT NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

<b>Category Number</b>	<b>Category</b>	<b>Discount (% from published/book rate)</b>	<b>Verifiable Published Price List ID</b>	<b>Comments</b>
1	Accessories			
2	Aerial Equipment			
3	Air Moving Equipment			
4	Earth Moving Equipment			
5	Compaction Equipment			
6	Compressors			
7	Concrete and Masonry Equipment			
8	Cooling and Heating Equipment			
9	Cranes			
10	Demolition Equipment			
11	Drill Equipment and Tools			
12	Electrical Equipment			
13	Forklifts and Accessories			
14	Refuse Trucks			
15	Generators			
16	Landscaping			
17	Lighting Equipment			
18	Painting Equipment			
19	Pumps and Accessories			
20	Saws and Accessories			
21	Shop Equipment			
22	Trenching Equipment			
23	Vehicles and Trailers			
24	Washing Equipment			
25	Welding Equipment			
26	Miscellaneous			

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES  
ADDITIONAL CHARGES**

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Delivery Fee	
Fuel	
Training	
Loss of Use	
Cleaning	
Set Up Fee	
Mileage Charges	
Other	

Over Meter/Allotted Hours of Use	Additional Charge for Hours Over
Daily Rental	
Weekly Rental	
Monthly Rental	



**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES  
NATIONAL MARKET BASKET**

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF EQUIPMENT RENTED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

QUANTITIES ARE ESTIMATES ONLY FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED AND ARE NOT GUARANTEED

Annual Nationwide Usage							Proposed Price/Equipment Details					
Item Number	Make	Model	Description	Daily Rentals	Weekly Rentals	Montly Rentals	Discount (Percentage from Discount by Category)	Price for Daily Rental	Price for Weekly Rental	Price for Montly Rental	Make/Model of Quoted Equipment (if different)	Description of Quoted Equipment (if different)
1	MAGNUM	MLT3060	LIGHT TOWER HORIZ MAST MAN NARROW BODY	738	597	838						
2	GENIE	GS-1930	SCISSOR LIFT 19FT NARROW ELEC	229	308	829						
3	MAGNUM	MLT65K	LIGHT TOWER VERT MAST MAN NARROW BODY	469	253	242						
4	TOYOTA	8FGU25	WAREHOUSE FORKLIFT 5000LB PNEU DF	112	94	612						
5	FORD	F150	TRUCK PICKUP 4WD SUP GAS 1/2 T	17	43	559						
6	WACKER	LTN6KVS	LIGHT TOWER VERT MAST ELEC NARROW BODY	283	164	158						
7	GENIE	GS-2632	SCISSOR LIFT 26FT 32" WIDE ELEC	106	140	277						
8	FORD	F550	TRUCK DUMP DSL 3-4 YD	25	30	445						
9	ATLASCOPCO	XAS185JD	COMPRESSOR TOWABLE 175-195 CFM DSL	74	55	346						
10	DEERE	85D	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	47	104	240						
11	BOBCAT	E35I	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	91	95	194						
12	FORD	F450	TRUCK STKBD 2WD STD GAS 1-1/2-2 T 12 FT	6	16	339						
13	FREIGHTLIN	M2-106	TRUCK DUMP DSL 12-14 YD MANUAL	10	37	307						
14	BOBCAT	T590	COMPACT TRACK LOADER 2000-2399LB ROPS	57	71	150						
15	MULTIQUIP	DCA25SSIU4F	20KW GENERATOR DSL	114	77	75						
16	JLG	450AJ	BOOM ARTICULATED 45FT JIB 4WD DSL	67	81	95						
17	WANCO	WVTM-B	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	39	38	159						
18	DEERE	544K	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	16	27	190						
19	DEERE	310J	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	20	25	187						
20	FELLING	FT-10IT-I-G	TRAILER TILT 10000 LB	67	34	130						
21	GENIE	S-60	BOOM STRAIGHT 60FT 4WD DSL	57	74	99						
22	BOBCAT	S530	SKIDSTEER LOADER 1751-2099LB ROPS	61	51	115						
23	JLG	600AJ	BOOM ARTICULATED 60FT JIB 4WD DSL	47	59	114						
24	FORD	F550	TRUCK STKBD 4WD STD DSL 1-1/2-2 T 12 FT	4	12	202						
25	JLG	400S	BOOM STRAIGHT 40FT 4WD DSL	70	66	69						
26	FORD	F150	TRUCK PICKUP 4WD CREW GAS 1/2 T	5	22	177						
27	MULTIQUIP	DCA70SSIU4F	55KW GENERATOR DSL	75	70	58						
28	FORD	F750	TRUCK WATER DSL 2000 GAL	14	42	142						
29	FORD	F550-BT	TRUCK BUCKET DSL 38 FT	12	15	260						
30	WACKER	WP1550AW	PLATE COMPACTOR 200LB TO 299LB GAS	52	34	111						
31	VOLVO	DD25BW	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	39	32	118						
32	KOMATSU	PC200LC8	EXCAVATOR 43000-49999 LBS STD REACH	27	64	91						

33	JLG	3246ES	SCISSOR LIFT 32FT 46" WIDE ELEC	60	58	64						
34	FORD	F750	TRUCK DUMP DSL 5-6 YD NON CDL	14	34	130						
35	GENIE	GTH-1056	TELEHANDLER 10000LB 50-56FT LIFT ROPS	45	32	101						
36	GENIE	GTH5519	TELEHANDLER 5500LB 16-20FT LIFT ROPS	72	29	73						
37	BOBCAT	E26	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	58	30	79						
38	CHEVY	2500	TRUCK UTILITY 4WD STD-SUP GAS 3/4-1 T		1	165						
39	GENIE	GR-20	MAST LIFT 20FT DRIVABLE BATT	18	20	126						
40	MULTIQUIP	MTX70HD	RAMMER JUMPING JACK 100LB - 199LB GAS	47	44	71						
41	SKY-TRAK	6042	TELEHANDLER 6000LB 42-44FT LIFT ROPS	43	38	80						
42	KUBOTA	RTV-X900W-H	CART UTV 2 PASSENGER DSL	37	59	65						
43	BOBCAT	E50	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	26	51	81						
44	WACKER	RD12A-90	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	53	43	57						
45	CP	24030E	BACKHOE BUCKET TRENCH 24IN QC	6	31	106						
46	DEERE	135D	EXCAVATOR 28000-38000 LBS REDUCED TAIL	16	42	85						
47	FORD	F750	TRUCK CRANE SINGLE DSL 18 T	28	17	95						
48	FORD	F750	TRUCK DUMP DSL 5-6 YD	6	12	119						
49	DEERE	644K	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	5	17	114						
50	DEERE	310J	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	20	29	86						

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**  
**Leasing Options and Pricing Structure**

**PLEASE PROVIDE YOUR LEASING OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL OFFERINGS**

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**

**Leasing Options and Pricing Structure**

**PLEASE PROVIDE YOUR PURCHASE OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL/LEASING OFFERINGS**

**RFP 269-2018-047**

**EQUIPMENT RENTALS AND RELATED  
PRODUCTS AND SERVICES**

**JUNE 6, 2016**

ADDENDA #1

The conference line for the pre-proposal conference is 704-336-5494.



## Finance Office - Procurement Management

<b>Addendum #2</b>	<b>Equipment Rentals and Related Products and Services RFP #269-2018-047</b>
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To: All Prospective Service Providers

Date: June 7, 2018

**Subject: Addendum #2 for RFP #269-2018-047  
Equipment Rentals and Related Products and Services**

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	N/A	N/A	Additional questions	The deadline to submit any additional questions is <b>5:00 pm EST on Wednesday, June 13<sup>th</sup></b> . Any questions received after that date will not be acknowledged or answered.
2	47	N/A	National Staffing Plan	<b>Modification:</b> This page has been replaced to include the updated National Staffing Plan key personnel table with correct column headers, roles, and descriptions of roles.(attached) <b>This page must be completed and submitted with your Proposal response along with all required information in Section 7.</b>
3	29	4.13	Delivery	<b>Modification:</b> <b>Section 4.13 Delivery has been revised to read as follows:</b> Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies. Timely delivery is important to the City and Participating Public Agencies. The Proposal must include the Company's capabilities to deliver as needed, any delivery fees, and their willingness to work with each PPA to assure their individual requirements are met.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
4	Entire RFP	Entire RFP	Participating Public Agency	<p><b>Company Question:</b> The term “Participating Agency” (PPA) is used throughout the language. Does that mean participation for all states, local governments, school districts, and higher education institutions in the USA optional?</p> <p><b>Answer:</b> There are over 90,000 public agencies in the USA that could elect to utilize this contract. The decision to utilize this cooperative contract through U.S. Communities is the individual public agency choice. Please also refer to Section 1.4.3.</p>
5	3	1.4.3	Participating Public Agencies	<p><b>Company Question:</b> Section 1.4.3 states there are over 55,000 participating agencies using the U.S. Communities. Have all of them signed a Master Intergovernmental Cooperative Purchasing Agreement stating they will use the resulting Equipment Rental Contract?</p> <p><b>Answer:</b> All Participating Public Agencies have signed a Master Intergovernmental Cooperative Purchasing Agreement that allows them to utilize any or all contracts available through U.S. Communities but does not commit them to use the resulting Equipment Rental Contract. Please also refer to question and answer #4 above.</p>
6	3	1.4.3	Participating Public Agencies	<p><b>Company Question:</b> What part does U.S. Communities play in helping the contract reach its estimated annual potential and how does that happen?</p> <p><b>Answer:</b> Please refer to Section 1.4.5 Marketing Support.</p>
7	17	2.6.6	Charlotte Business INclusion Program	<p><b>Company Question:</b> The equipment rental industry is capital intense with multiple layers of liability making it exceptionally difficult to incorporate sub-contractors. Can you share an example of a successfully executed MWSBE program for rental of equipment and highlight the value it brings to the City of Charlotte.</p> <p><b>Answer:</b> The City is committed to promoting opportunities for maximum participation of certified MWSBEs for City funded contracts. Proposers should look at opportunities to identify and utilize MWSBE vendors for the City of Charlotte usage by considering any and all possibilities, including, but</p>

Finance Office - Procurement Management

Management and Financial Services/City of Charlotte 600 East Fourth Street Charlotte, NC 28202-2850

Phone: 704/336-2256 Fax: 704/336-2258

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				not limited to: any product offerings, company landscaping, catering, janitorial services, or delivery services for your Charlotte facility (if applicable). Please visit the Charlotte Business Inclusion Program website at the address included in Section 2.6.6 or contact their office at 704-432-3303 for additional guidance in obtaining this goal.
8	N/A	N/A	Question	<p><b>Company Question:</b> Will the recent acquisition of U.S. Communities by Omina Partners have any bearing on the status of this RFP, or its award?</p> <p><b>Answer:</b> No.</p>
9	122	Pricing Sheet	National Market Basket	<p><b>Supplier Question:</b> There are multiple classes of equipment within each of our product categories. Does the discount need to match, or can it just be similar?</p> <p><b>Answer:</b> The discounts on the National Market Basket list of products should match the discounts provided for Products by Category (tab one). If your company has additional categories, or multiple discounts per category, please add additional lines or sheets as necessary to accurately provide your discount structure.</p>
10	27 and Attachment 1	4.4.4; 4.4.5 and Attachment 1	Lease & Purchase Options	<p><b>Company Question:</b> Are we required to submit an offer for Lease &amp; Purchase options?</p> <p><b>Answer:</b> No, these are optional.</p>
11	27	4.4.5	Purchase of Equipment	<p><b>Company Question:</b> We do sell used equipment but pricing is dependent upon age, condition, hours, etc. so we do not have a published retail, or list price. Are we still required to submit some form of list?</p> <p><b>Answer:</b> If you include the Purchase option in your proposal response, please provide an explanation of how you would calculate the purchase price.</p>
12	30	5	Proposal Content and Format	<p><b>Company Question:</b> Are the two original RFP submissions to be double sided as it states copies in the RFP?</p> <p><b>Answer:</b> Double-sided proposals are preferred. However, single sided proposals will be accepted.</p>

Finance Office - Procurement Management

Management and Financial Services/City of Charlotte 600 East Fourth Street Charlotte, NC 28202-2850

Phone: 704/336-2256 Fax: 704/336-2258



Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
13	30	5	Proposal Content and Format	<p><b>Company Question:</b> To confirm, a copy of the RFP is not to be submitted with the response, only the submission components?</p> <p><b>Answer:</b> A copy of the RFP does not need to be submitted with your proposal response. However, your responses should clearly identify the RFP requirement by RFP section number and title that you are responding to.</p>
14	25	4.2.1	Product Standards and Service Level Requirements	<p><b>Company Question:</b> Should the equipment not perform due to user misuse, it is requested that the Participating Public Agency is responsible for any replacement equipment needed along with repairs. In addition should the equipment not perform due to a defect that wasn't noted at the time of receipt, it is requested that responsibility be placed upon the City. Will the City agree to these modifications?</p> <p><b>Answer:</b> Section 4.2.1 clearly states "Routing repairs <b>not caused by misuse</b> of the equipment shall be provided at no additional cost to the PPA." Section 4.2.2 addresses the need for the Company to provide information regarding current conditions and any visual, pre-existing damage to the equipment at the time the PPA takes possession. Section 4.2.3 requires proposals to include a sample of any service agreement or contract that the Company will require the PPA to sign that includes any and all charges that will be assessed at time of rental. The City of Charlotte does <b>not</b> agree to be responsible for replacement or repairs of other PPA's rental equipment. This will be the responsibility of the PPA. Per Section 1.4.3, the City of Charlotte is acting as "contracting Agent" for the PPA and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.</p>
15	N/A	Exhibit A, Item 27	Sample City Contract Liquidated Damages	<p><b>Company Question:</b> The liquidated damages clause is undefined and without limitations, and subject to interpretation. It is requested that this item be removed from the contract.</p>

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				<p><b>Answer:</b> Please refer to Section 2.6.12 Exceptions to the RFP. Any exceptions to the terms and conditions of the City of Charlotte will be negotiated at time of contract award.</p>
16	N/A	Exhibit A, Item 33	Sample City Contract Indemnification	<p><b>Company Question:</b> Please see the indemnification language from our Master Rental Agreement.</p> <p><b>Answer:</b> Please refer to Section 2.6.12 Exceptions to the RFP. Any exceptions to the terms and conditions of the City of Charlotte will be negotiated at time of contract award.</p>
17	N/A	Exhibit A, Item 34	Sample City Contract Insurance	<p><b>Company Question:</b> Automobile Liability is referenced as needed to be provided by the supplier. It should be noted that the City must provide this coverage by following the language for the rental agreement for refuse trucks.</p> <p><b>Answer:</b> Please refer to Section 2.6.12 Exceptions to the RFP. Any exceptions to the terms and conditions of the City of Charlotte will be negotiated at time of contract award.</p>
18	N/A	N/A	Value of Contract	<p><b>Company Question:</b> What is the current contract value?</p> <p><b>Answer:</b> Please refer to Section 1.4.4.</p>
19	N/A	N/A	Value of Contract	<p><b>Company Question:</b> Will the City exclusively use the resulting contract?</p> <p><b>Answer:</b> Not exclusively but as the primary source for Rental Equipment.</p>
20	45	Question 7	Cooperatives	<p><b>Company Question:</b> Is this referring to government cooperatives?</p> <p><b>Answer:</b> Yes</p>
21	N/A	21	Pre-Proposal Conference	<p><b>A copy of the sign-in sheet from the Pre-Proposal Conference held on June 6, 2018 is attached.</b></p>

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

**Any Company not acknowledging receipt of an issued addendum may not be considered.**

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring [www.ips.state.nc.us](http://www.ips.state.nc.us) or the City of Charlotte website at: <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing  
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities  
RFP File

\$ \_\_\_\_\_ .00 in year one  
 \$ \_\_\_\_\_ .00 in year two  
 \$ \_\_\_\_\_ .00 in year three

**National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<b><u>Role</u></b>	<b><u>Description of Role</u></b>	<b><u>Person Responsible and Title</u></b>	<b><u>Time Commitment (%)</u></b>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and

CITY OF CHARLOTTE  
Finance - Procurement Management

Pre-Proposal Conference

RFP# 269-2018-047

Date: June 6, 2018

Time: 1:00 pm

Equipment Rentals and Related Products and Services

Company Name	Representative Name	Phone Number	E-Mail Address
U.S. Communities	Alexis Turner	214.629.2056	aturner@uscommunities.org
SUNBELT RENTALS	MATT ROLFE	943.339.0560	matt.rolfe@sunbeltrentals.com
Herc Rentals	Frank Calderaro	201-681-2952	Frank.Calderaro@HercRentals.com
Sunbelt Rentals	Natalia Welsh	via phone	
Sunbelt Rentals	Dan Newby	via phone	
Sunbelt Rentals	Mike DeFano	via phone	
CAROLINA CAT	BRIAN HOLCOMB	via phone	
Carolina CAT	LOY BALDWIN	704-309-4836	lbaldwin@CarolinaCat.com
By Truck Rentals	Eric Martin	via phone	
City of Charlotte	Karen Ewing	704 336-2992	kewing@charlottenc.gov



**Herc Rentals Inc.**  
27500 Riverview Center Blvd  
Bonita Springs, FL 34134  
HercRentals.com

June 21, 2018

City of Charlotte  
Management and Financial Services  
Procurement Management Division  
CMGC 600 East Fourth Street, 9th Floor  
Charlotte, North Carolina 28202

**RE: RFP # 269-2018-047 - Equipment Rentals and Related Products and Services**

To Whom it May Concern,

Thank you for giving Herc Rentals the opportunity to provide information regarding the above-mentioned request for proposal.

Enclosed for your review are the following:

- Two (2) Hard Copies of Proposal
- Two (2) Copies of Proposal on Flash Drive

If you have any questions please feel free to contact Greg Reyburn, Strategic Sales Manager at (617) 417-3736 or Frank Calderaro, Manager of Government Programs (201) 681-2952.

Regards,

A handwritten signature in black ink, appearing to read "Jason Oosterbeek".

Jason Oosterbeek  
Vice President



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## EXECUTIVE SUMMARY

Herc Rentals (Herc) thanks US Communities and The City of Charlotte for the opportunity to provide information about our company. Herc Rentals Inc. is a premier, full-service equipment rental firm — providing our customers the equipment, services and solutions they need to achieve optimal performance safely, efficiently and effectively.

With more than 50 years of equipment rental expertise, approximately 4,800 employees and approximately 275 company-operated locations primarily in the United States and Canada, Herc Rentals serves a broad range of customer markets, including large and small companies in construction; industrial customers such as large industrial manufacturing plants, refineries and petrochemical operations; and other customers such as governmental entities and government contractors, disaster recovery and remediation firms, infrastructure, railroads, utility operators, individual homeowners, entertainment production companies, agricultural producers, special event management and facility management firms.

A pioneer of the equipment rental industry, Herc Rentals continues to evolve and grow through technological innovations, expanded product offerings and value-added services and consultative solutions to support its customers' projects. Our vision to be the supplier, employer and investment of choice in our industry frames everything we do:

- We strive to have the best and broadest selection of premium rental equipment available and ready when our customers need it, ensuring it performs as promised and providing unsurpassed customer service at every opportunity.
- We continuously seek to create a supportive, inclusive and collaborative work environment that offers excellent career opportunities, along with training and tools to enable our employees' success.
- And, with our Herc Holdings Inc. parent entity trading on the New York Stock Exchange as "HRI," we are focused on performing as a top-tier business — operationally and financially — and continuously earning investors' confidence in our team.





## Safety Commitment

Herc Rentals requires an active commitment to, and accountability for, safety and safety compliance from all employees and its contractors. Herc Rentals operations management has the key leadership role in communicating, implementing, and ensuring conformance to safety and compliance policies and standards. At Herc Rentals, we are all committed to:

- Protecting, and striving for improvement of, the safety and health of our people at all times;
- Eliminating non-conformance to safety procedures and accidents;
- Meeting specified customer safety requirements and ensuring continuous customer satisfaction;
- Setting safety performance objectives, measuring results, assessing and continually improving processes and services through effective safety programs and processes;
- Planning for, effectively responding to and rapidly recovering from any emergency, crisis and business disruption;
- Appropriately communicating our safety policies, standards, programs and performance;
- Rewarding outstanding safety performance;
- Improving our performance on safety issues relevant to our internal and external stakeholders and on which we can have an impact;
- Complying with applicable legislation, regulations, and industry standards related to safety;
- Building a culture where “Stop Work” is understood as an individual obligation and company responsibility;
- Identifying and effectively managing of safety risks;
- Allocating appropriate resources to implement safety-oriented operational practices and procedures; and
- Making every day a “Perfect Day.”

## Environmental Management Policy

Herc Rentals Inc. is committed to minimizing the impact of our equipment rental operations on the environment by implementing programs that incorporate sound environmental policy. We will operate in accordance with all relevant local, state, and federal regulations and will strive to use pollution prevention and best management practices throughout our branches to:

- Handle, store, and dispose of substances that are defined as hazardous material in compliance with local, state, and federal regulation
- Reduce, reuse, and recycle our waste products as much as possible
- Minimize water consumption and ensuring safe treatment within our branches by incorporating innovative design of waste water treatment systems
- Minimize energy consumption by employing energy reducing initiatives
- conduct regular training for staff working in and around petroleum storage tanks to inform on hazardous materials stored onsite, as well as regular inspections of storage tanks, dispensers, and critical safety devices
- When required by local, state, and federal regulations, develop and maintain appropriate emergency and spill response programs
- Whenever possible, purchase products and services that do the least damage to the environment and communicating this commitment to our vendors
- Monitor the environmental impact of our business practices and review our progress on a continual basis
- Promote environmental stewardship and best management practices to our customers that utilize rental equipment

## Key Facts about Herc Rentals

- With more than 50 years of equipment rental expertise, Herc Rentals is one of the leading equipment rental companies in North America.
- We serve the construction and industrial segments and also provide solutions for government entities, remediation firms, infrastructure, entertainment production companies, special event management and facility management firms.
- We have approximately 4,800 employees and approximately 275 company-operated locations, primarily in North America.
- We own approximately \$3.6 billion<sup>1</sup> in fleet.
- We have total revenues of approximately \$1.6 billion.
- Ranked by revenue, we are the world's third largest equipment-rental firm, according to *Rental Equipment Register*.
- We continue to evolve and grow through technological innovations, expanded product offerings and value-added services and consultative solutions to support our customers' projects.
- Our "Herc Way" operating model ensures a consistent branch-to-branch approach to managing, servicing and repairing our fleet, and gets equipment back on the ready line rapidly and improves our opportunities to serve more customers.

**REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

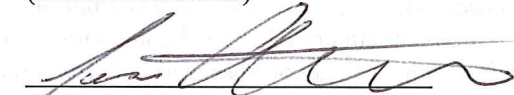
Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

<b>ADDENDUM #:</b>	<b>DATE ADDENDUM DOWNLOADED:</b>
<u>1</u>	<u>6/6/2018</u>
<u>2</u>	<u>6/7/2018</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Jason Oosterbeek  
(Please Print Name)

6/21/2018  
Date

  
Authorized Signature

Vice President  
Title

Herc Rentals Inc.  
Company Name

**REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

This Proposal is submitted by:

Company Name: Herc Rentals Inc.

Representative (printed): Jason Oosterbeek

Address: 27500 Riverview Center Blvd.

City/State/Zip: Bonita Springs, FL 34134

Email address: hercbids@hercrentals.com

Telephone: 239-301-1157  
(Area Code) Telephone Number

Facsimile: 866-294-6490  
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.
4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer

**Section 6  
Required Forms**

discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

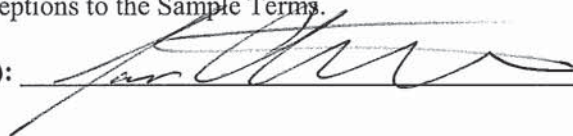
5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Proposal: Page 53

Not include any exceptions to the Sample Terms.

Representative (signed):

  
\_\_\_\_\_

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Accessories	17% off Day; 19% off Week; 21% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
2	Aerial Equipment	33% off Day; 40% off Week; 40% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
3	Air Moving Equipment	17% off Day; 24% off Week; 24% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
4	Earth Moving Equipment	23% off Day; 29% off Week; 38% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
5	Compaction Equipment	22% off Day; 32% off Week; 40% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
6	Compressors	18% off Day; 26% off Week; 29% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
7	Concrete and Masonry Equipment	18% off Day; 26% off Week; 30% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
8	Cooling and Heating Equipment	19% off Day; 23% off Week; 30% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
9	Cranes	14% off Day; 15% off Week; 15% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
10	Demolition Equipment	See Category 40 Tools	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
11	Drill Equipment and Tools	See Category 40 Tools	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
12	Electrical Equipment	See Category 38 Power Distribution	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
13	Forklifts and Accessories	24% off Day; 29% off Week; 34% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
14	Refuse Trucks	15% off Day; 14% off Week; 14% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
15	Generators	20% off Day; 23% off Week; 27% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
16	Landscaping	19% off Day; 28% off Week; 32% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
17	Lighting Equipment	23% off Day; 29% off Week; 34% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
18	Painting Equipment	See Category 40 Tools	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
19	Pumps and Accessories	19% off Day; 23% off Week; 30% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
20	Saws and Accessories	19% off Day; 28% off Week; 32% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
21	Shop Equipment	See Category 40 Tools	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
22	Trenching Equipment	19% off Day; 28% off Week; 34% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
23	Vehicles and Trailers	17% off Day; 22% off Week; 31% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
24	Washing Equipment	See Category 30	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
25	Welding Equipment	19% off Day; 27% off Week; 38% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
26	Miscellaneous	See Categories 27-43	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
27	Air Filtration	19% off Day; 24% off Week; 24% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
28	Air Tools and Accessories	18% off Day; 27% off Week; 32% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
29	Chillers and Air Handlers	19% off Day; 23% off Week; 26% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
30	Cleaning and Restoration	19% off Day; 26% off Week; 29% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
31	Floor Care and Surface Prep	17% off Day; 20% off Week; 25% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
32	Fuel Tanks	15% off Day; 16% off Week; 27% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
33	Hydraulic Jacks	18% off Day; 19% off Week; 19% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
34	Lifts-Hoists-Stabilizers	15% off Day; 20% off Week; 24% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
35	Load Banks	19% off Day; 28% off Week; 32% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
36	Motor Graders	19% off Day; 23% off Week; 28% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
37	Paving	14% off Day; 14% off Week; 15% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
38	Power Distribution	19% off Day; 23% off Week; 23% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
39	Storage Trailers	14% off Day; 14% off Week; 14% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
40	Tools	18% off Day; 28% off Week; 32% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
41	Traffic Safety	23% off Day; 33% off Week; 38% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
42	Trolleys	15% off Day; 18% off Week; 19% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
43	Utility Vehicles and Carts	33% off Day; 31% off Week; 36% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
44	Top 50 Market Basket Items	29% off Day; 38% off Week; 47% off Month	Discount based on Tier II list rates	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.

**HERC RENTALS PLATINUM PRICING**  
**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**  
**NATIONAL MARKET BASKET**

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF EQUIPMENT RENTED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

QUANTITIES ARE ESTIMATES ONLY FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED. ARE AND NOT GUARANTEED

Annual Nationwide Usage							Proposed Price/Equipment Details					
Item Number	Make	Model	Description	Daily Rentals	Weekly Rentals	Montly Rentals	Discount (Percentage from Discount by Category)	Price for Daily Rental	Price for Weekly Rental	Price for Monthly Rental	Make/Model of Quoted Equipment (if different)	Description of Quoted Equipment (if different)
1	MAGNUM	MLT3060	LIGHT TOWER HORIZ MAST MAN NARROW BODY	738	597	838	34% off Day; 39% off Week; 58% off Month	\$ 86.00	\$ 234.00	\$ 383.00	Generac Magnum MLT3060K or equal	LIGHT TOWER HORIZ MAST MAN NARROW BODY
2	GENIE	GS-1930	SCISSOR LIFT 19FT NARROW ELEC	229	308	829	38% off Day; 48% off Week; 54% off Month	\$ 90.00	\$ 171.00	\$ 333.00	JLG 1930ES or equal	SCISSOR LIFT 19FT NARROW ELEC
3	MAGNUM	MLT65K	LIGHT TOWER VERT MAST MAN NARROW BODY	469	253	242	34% off Day; 39% off Week; 58% off Month	\$ 86.00	\$ 234.00	\$ 383.00	Generac Magnum MLT65K or equal	LIGHT TOWER VERT MAST MAN NARROW BODY
4	TOYOTA	8FGU25	WAREHOUSE FORKLIFT 5000LB PNEU DF	112	94	612	35% off Day; 41% off Week; 52% off Month	\$ 139.00	\$ 342.00	\$ 806.00	Toyota 8FGU25 or equal	WAREHOUSE FORKLIFT 5000LB PNEU DF
5	FORD	F150	TRUCK PICKUP 4WD SUP GAS 1/2 T	17	43	559	14% off Day; 19% off Week; 53% off Month	\$ 77.00	\$ 365.00	\$ 810.00	Chevrolet Silverado 1500 or equal	TRUCK PICKUP 1/2 T SUP 4WD GAS
6	WACKER	LTN6KV5	LIGHT TOWER VERT MAST ELEC NARROW BODY	283	164	158	45% off Day; 49% off Week; 59% off Month	\$ 86.00	\$ 234.00	\$ 383.00	WACKER LTN6KV5 or equal	LIGHT TOWER VERT MAST ELEC NARROW BODY
7	GENIE	GS-2632	SCISSOR LIFT 26FT 32" WIDE ELEC	106	140	277	37% off Day; 44% off Week; 52% off Month	\$ 117.00	\$ 225.00	\$ 473.00	JLG 2632ES or equal	SCISSOR LIFT 26FT 32" WIDE ELEC
8	FORD	F550	TRUCK DUMP DSL 3.4 YD	25	30	445	14% off Day; 30% off Week; 47% off Month	\$ 257.00	\$ 663.00	\$ 1,440.00	Ford F550 or equal	TRUCK DUMP 3-4 YD DSL
9	ATLASCOPCO	XAS185JD	COMPRESSOR TOWABLE 175-195 CFM DSL	74	55	346	30% off Day; 50% off Week; 60% off Month	\$ 95.00	\$ 198.00	\$ 473.00	Doosan P185WDD-T4F or equal	COMPRESSOR TOWABLE 175-195 CFM DSL
10	DEERE	85D	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	47	104	240	37% off Day; 43% off Week; 42% off Month	\$ 394.00	\$ 990.00	\$ 2,588.00	Bobcat E85 or equal	MINI-EXCAVATOR 14000-19000 LBS DSL CAB
11	BOBCAT	E351	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	91	95	194	21% off Day; 27% off Week; 55% off Month	\$ 234.00	\$ 617.00	\$ 1,301.00	Kubota U35 or equal	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS
12	FORD	F450	TRUCK STKBD 2WD STD GAS 1-1/2-2 T 12 FT	6	16	339	10% off Day; 22% off Week; 40% off Month	\$ 203.00	\$ 698.00	\$ 1,440.00	Ford F450 or equal	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD GAS
13	FREIGHTLIN	M2-106	TRUCK DUMP DSL 12-14 YD MANUAL	10	37	307	20% off Day; 37% off Week; 37% off Month	\$ 522.00	\$ 1,670.00	\$ 4,300.00	Freightliner M2-106 or equal	TRUCK DUMP 12-14 YD MANUAL DSL
14	BOBCAT	T590	COMPACT TRACK LOADER 2000-2399LB ROPS	57	71	150	21% off Day; 26% off Week; 49% off Month	\$ 260.00	\$ 655.00	\$ 1,530.00	Kubota SVL75-2 or equal	COMPACT TRACK LOADER 2000-2399LB ROPS
15	MULTIQUIP	DCA255SIU4F	20KW GENERATOR DSL	114	77	75	33% off Day; 45% off Week; 48% off Month	\$ 167.00	\$ 356.00	\$ 810.00	Multiquip DCA255SIU4F or equal	20KW GENERATOR DSL
16	JLG	450AJ	BOOM ARTICULATED 45FT JIB 4WD DSL	67	81	95	37% off Day; 50% off Week; 46% off Month	\$ 268.00	\$ 563.00	\$ 1,400.00	JLG 450AJ or equal	BOOM ARTICULATED 45FT JIB 4WD DSL
17	WANCO	WV7M-8	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	39	38	159	40% off Day; 46% off Week; 52% off Month	\$ 149.00	\$ 405.00	\$ 716.00	WANCO WV7M-A or equal	BOARD MESSAGE VERTICAL MID-SIZE MATRIX
18	DEERE	S44K	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	16	27	190	37% off Day; 44% off Week; 42% off Month	\$ 564.00	\$ 1,418.00	\$ 3,798.00	CASE 621E or equal	WHEEL LOADER 3.0-3.4 YD STD BKT DSL
19	DEERE	310I	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	20	25	187	37% off Day; 40% off Week; 44% off Month	\$ 284.00	\$ 765.00	\$ 1,800.00	CASE 580N or equal	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL
20	FELLING	FT-101T-J-G	TRAILER TILT 10000 LB	67	34	130	37% off Day; 42% off Week; 38% off Month	\$ 73.00	\$ 203.00	\$ 428.00	Felling FT-101T-J-G or equal	TRAILER TILT 10000 LB
21	GENIE	S-60	BOOM STRAIGHT 60FT 4WD DSL	57	74	99	37% off Day; 42% off Week; 42% off Month	\$ 331.00	\$ 765.00	\$ 1,980.00	Genie S-60 or equal	BOOM STRAIGHT 60FT 4WD DSL
22	BOBCAT	S530	SKIDSTEER LOADER 1751-2099LB ROPS	61	51	115	21% off Day; 30% off Week; 45% off Month	\$ 162.00	\$ 405.00	\$ 990.00	Bobcat S570 or equal	SKIDSTEER LOADER 1751-2099LB ROPS
23	JLG	600AJ	BOOM ARTICULATED 60FT JIB 4WD DSL	47	59	114	37% off Day; 42% off Week; 42% off Month	\$ 331.00	\$ 765.00	\$ 1,980.00	JLG 600AJ or equal	BOOM ARTICULATED 60FT JIB 4WD DSL
24	FORD	F550	TRUCK STKBD 4WD STD GAS 1-1/2-2 T 12 FT	4	12	202	10% off Day; 22% off Week; 40% off Month	\$ 203.00	\$ 698.00	\$ 1,440.00	Ford F450 or equal	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD DSL
25	JLG	400S	BOOM STRAIGHT 40FT 4WD DSL	70	66	69	37% off Day; 50% off Week; 46% off Month	\$ 268.00	\$ 563.00	\$ 1,400.00	JLG 400S or equal	BOOM STRAIGHT 40FT 4WD DSL
26	FORD	F150	TRUCK PICKUP 4WD CREW GAS 1/2 T	5	22	177	17% off Day; 21% off Week; 42% off Month	\$ 104.00	\$ 437.00	\$ 1,035.00	Chevrolet Silverado 1500 or equal	TRUCK PICKUP 1/2 T CREW 4WD GAS
27	MULTIQUIP	DCA705SIU4F	55KW GENERATOR DSL	75	70	58	36% off Day; 44% off Week; 40% off Month	\$ 234.00	\$ 563.00	\$ 1,440.00	Multiquip DCA705SIU4F or equal	55KW GENERATOR DSL
28	FORD	F750	TRUCK WATER DSL 2000 GAL	14	42	142	37% off Day; 37% off Week; 50% off Month	\$ 394.00	\$ 1,182.00	\$ 2,250.00	Hino 338 or equal	TRUCK WATER 2000 GALLON DSL
29	FORD	F550-BT	TRUCK BUCKET DSL 38 FT	12	15	260	25% off Day; 25% off Week; 24% off Month	\$ 450.00	\$ 1,350.00	\$ 3,510.00	Ford F550 or equal	TRUCK BUCKET 38 FT DSL
30	WACKER	WP1550AW	PLATE COMPACTOR 200LB TO 299LB GAS	52	34	111	35% off Day; 47% off Week; 53% off Month	\$ 63.00	\$ 180.00	\$ 356.00	Multiquip MVC88C7HW or equal	PLATE COMPACTOR 200LB TO 299LB GAS
31	VOLVO	DD258W	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	39	32	118	37% off Day; 50% off Week; 58% off Month	\$ 227.00	\$ 540.00	\$ 1,373.00	Volvo DD258W or equal	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL
32	KOMATSU	PC200LC8	EXCAVATOR 43000-49999 LBS STD REACH	27	64	91	37% off Day; 38% off Week; 40% off Month	\$ 709.00	\$ 1,710.00	\$ 4,500.00	KOMATSU PC210LC or equal	EXCAVATOR 43000-49999 LBS STD REACH
33	JLG	3246ES	SCISSOR LIFT 32FT 46" WIDE ELEC	60	58	64	31% off Day; 38% off Week; 53% off Month	\$ 139.00	\$ 311.00	\$ 626.00	JLG 3246ES or equal	SCISSOR LIFT 32FT 46" WIDE ELEC
34	FORD	F750	TRUCK DUMP DSL 5-6 YD NON CDL	14	34	130	22% off Day; 37% off Week; 44% off Month	\$ 293.00	\$ 804.00	\$ 1,890.00	Hino 268A or equal	TRUCK DUMP 5-6 YD DSL NON CDL
35	GENIE	GTH-1056	TELEHANDLER 1000LB 50-56FT LIFT ROPS	45	32	101	31% off Day; 41% off Week; 45% off Month	\$ 446.00	\$ 1,215.00	\$ 2,880.00	Skytrak 1005A or equal	TELEHANDLER 1000LB 50-56FT LIFT ROPS
36	GENIE	GTH5519	TELEHANDLER 5500LB 16-20FT LIFT ROPS	72	29	73	35% off Day; 43% off Week; 45% off Month	\$ 257.00	\$ 675.00	\$ 1,530.00	JLG G5-18A or equal	TELEHANDLER 5500LB 16-20FT LIFT ROPS
37	BOBCAT	E26	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	58	30	79	21% off Day; 25% off Week; 53% off Month	\$ 216.00	\$ 599.00	\$ 1,175.00	Bobcat E26 or equal	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS
38	CHEVY	Z500	TRUCK UTILITY 4WD STD-SUP GAS 3/4-1 T	1	165	105	10% off Day; 24% off Week; 46% off Month	\$ 203.00	\$ 675.00	\$ 1,242.00	Ford F350 or equal	TRUCK UTILITY 3/4-1 T STD-SUP 4WD GAS
39	GENIE	GR-20	MAST LIFT 20FT DRIVABLE BATT	18	20	126	32% off Day; 47% off Week; 51% off Month	\$ 106.00	\$ 198.00	\$ 383.00	Genie GR-20 or equal	MAST LIFT 20FT DRIVABLE BATT
40	MULTIQUIP	MTX70HD	RAMMER JUMPING JACK 100LB - 199LB GAS	47	44	71	26% off Day; 47% off Week; 59% off Month	\$ 63.00	\$ 180.00	\$ 315.00	Wacker Neuson B560-4AS or equal	RAMMER JUMPING JACK 100LB - 199LB GAS
41	SKY-TRAK	B042	TELEHANDLER 6000LB 42-44FT LIFT ROPS	43	38	80	29% off Day; 43% off Week; 42% off Month	\$ 315.00	\$ 743.00	\$ 1,755.00	GENIE GTH-644 or equal	TELEHANDLER 6000LB 42-44FT LIFT ROPS
42	KUBOTA	RTV-X90DW-H	CART UTV 2 PASSENGER DSL	37	59	65	35% off Day; 33% off Week; 37% off Month	\$ 111.00	\$ 270.00	\$ 563.00	KUBOTA RTV1100 or equal	CART UTV 2 PASSENGER DSL
43	BOBCAT	E50	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	26	51	81	21% off Day; 22% off Week; 50% off Month	\$ 260.00	\$ 734.00	\$ 1,710.00	Bobcat E50 or equal	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS
44	WACKER	RD12A-90	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	53	43	57	15% off Day; 11% off Week; 43% off Month	\$ 158.00	\$ 432.00	\$ 1,035.00	Wacker Neuson RD12A-90 or equal	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS
45	CP	24030E	BACKHOE BUCKET TRENCH 24IN QC	6	31	106	23% off Day; 40% off Week; 60% off Month	\$ 23.00	\$ 45.00	\$ 90.00	TAG 243002 or equal	BACKHOE BUCKET TRENCH 24IN QC
46	DEERE	135D	EXCAVATOR 28000-38000 LBS REDUCED TAIL	16	42	85	37% off Day; 41% off Week; 44% off Month	\$ 567.00	\$ 1,328.00	\$ 3,528.00	DEERE 135D or equal	EXCAVATOR 28000-38000 LBS REDUCED TAIL
47	FORD	F750	TRUCK CRANE SINGLE DSL 18 T	28	17	95	37% off Day; 37% off Week; 40% off Month	\$ 552.00	\$ 1,512.00	\$ 3,650.00	Ford F750 or equal	TRUCK CRANE 18 T SINGLE DSL
48	FORD	F750	TRUCK DUMP DSL 5-6 YD	6	12	119	22% off Day; 37% off Week; 44% off Month	\$ 293.00	\$ 804.00	\$ 1,890.00	Ford F750 or equal	TRUCK DUMP 5-6 YD DSL
49	DEERE	644K	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	5	17	114	37% off Day; 43% off Week; 37% off Month	\$ 678.00	\$ 1,710.00	\$ 5,040.00	DEERE 644K or equal	WHEEL LOADER 4.0-4.5 YD STD BKT DSL
50	DEERE	310I	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	20	29	86	37% off Day; 40% off Week; 44% off Month	\$ 268.00	\$ 720.00	\$ 1,733.00	DEERE 310I or equal	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL

**HERC RENTALS GOLD PRICING**  
**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**  
**NATIONAL MARKET BASKET**

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF EQUIPMENT RENTED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

QUANTITIES ARE ESTIMATES ONLY FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED. ARE AND NOT GUARANTEED

Annual Nationwide Usage							Proposed Price/Equipment Details					
Item Number	Make	Model	Description	Daily Rentals	Weekly Rentals	Montly Rentals	Discount (Percentage from Discount by Category)	Price for Daily Rental	Price for Weekly Rental	Price for Monthly Rental	Make/Model of Quoted Equipment (if different)	Description of Quoted Equipment (if different)
1	MAGNUM	MLT3060	LIGHT TOWER HORIZ MAST MAN NARROW BODY	738	597	838	27% off Day; 32% off Week; 53% off Month	\$ 95.00	\$ 260.00	\$ 425.00	Generac Magnum MLT3060K or equal	LIGHT TOWER HORIZ MAST MAN NARROW BODY
2	GENIE	GS-1930	SCISSOR LIFT 19FT NARROW ELEC	229	308	829	31% off Day; 42% off Week; 49% off Month	\$ 100.00	\$ 190.00	\$ 370.00	JLG 1930ES or equal	SCISSOR LIFT 19FT NARROW ELEC
3	MAGNUM	MLT65K	LIGHT TOWER VERT MAST MAN NARROW BODY	469	253	242	27% off Day; 32% off Week; 53% off Month	\$ 95.00	\$ 260.00	\$ 425.00	Generac Magnum MLT65K or equal	LIGHT TOWER VERT MAST MAN NARROW BODY
4	TOYOTA	8FGU25	WAREHOUSE FORKLIFT 5000LB PNEU DF	112	94	612	28% off Day; 34% off Week; 47% off Month	\$ 154.00	\$ 380.00	\$ 895.00	Toyota 8FGU25 or equal	WAREHOUSE FORKLIFT 5000LB PNEU DF
5	FORD	F150	TRUCK PICKUP 4WD SUP GAS 1/2 T	17	43	559	6% off Day; 10% off Week; 45% off Month	\$ 85.00	\$ 405.00	\$ 900.00	Chevrolet Silverado 1500 or equal	TRUCK PICKUP 1/2 T SUP 4WD GAS
6	WACKER	LTNGKVS	LIGHT TOWER VERT MAST ELEC NARROW BODY	283	164	158	39% off Day; 43% off Week; 55% off Month	\$ 95.00	\$ 260.00	\$ 425.00	WACKER LTNGK-VS or equal	LIGHT TOWER VERT MAST ELEC NARROW BODY
7	GENIE	GS-2632	SCISSOR LIFT 26FT 32" WIDE ELEC	106	140	277	30% off Day; 38% off Week; 47% off Month	\$ 130.00	\$ 250.00	\$ 525.00	JLG 2632ES or equal	SCISSOR LIFT 26FT 32" WIDE ELEC
8	FORD	F550	TRUCK DUMP DSL 3.4 YD	25	30	445	5% off Day; 22% off Week; 41% off Month	\$ 285.00	\$ 737.00	\$ 1,600.00	Ford F550 or equal	TRUCK DUMP 3.4 YD DSL
9	ATLASCOPCO	XAS185JD	COMPRESSOR TOWABLE 175-195 CFM DSL	74	55	346	22% off Day; 44% off Week; 56% off Month	\$ 105.00	\$ 220.00	\$ 525.00	Doosan P185WDD-T4F or equal	COMPRESSOR TOWABLE 175-195 CFM DSL
10	DEERE	85D	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	47	104	240	30% off Day; 37% off Week; 36% off Month	\$ 438.00	\$ 1,100.00	\$ 2,875.00	Bobcat E85 or equal	MINI-EXCAVATOR 14000-19000 LBS DSL CAB
11	BOBCAT	E351	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	91	95	194	12% off Day; 18% off Week; 50% off Month	\$ 260.00	\$ 685.00	\$ 1,445.00	Kubota U35 or equal	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS
12	FORD	F450	TRUCK STKBD 2WD STD GAS 1-1/2-2 T 12 FT	6	16	339	0% off Day; 13% off Week; 33% off Month	\$ 225.00	\$ 775.00	\$ 1,600.00	Ford F450 or equal	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD GAS
13	FREIGHTLIN	M2-106	TRUCK DUMP DSL 12-14 YD MANUAL	10	37	307	11% off Day; 30% off Week; 30% off Month	\$ 580.00	\$ 1,855.00	\$ 4,778.00	Freightliner M2-106 or equal	TRUCK DUMP 12-14 YD MANUAL DSL
14	BOBCAT	T590	COMPACT TRACK LOADER 2000-2399LB ROPS	57	71	150	12% off Day; 18% off Week; 43% off Month	\$ 289.00	\$ 728.00	\$ 1,700.00	Kubota SVL75-2 or equal	COMPACT TRACK LOADER 2000-2399LB ROPS
15	MULTIQUIP	DCA255SIU4F	20KW GENERATOR DSL	114	77	75	26% off Day; 39% off Week; 42% off Month	\$ 185.00	\$ 395.00	\$ 900.00	Multiquip DCA255SIU4F or equal	20KW GENERATOR DSL
16	JLG	450AJ	BOOM ARTICULATED 45FT JIB 4WD DSL	67	81	95	30% off Day; 44% off Week; 40% off Month	\$ 298.00	\$ 625.00	\$ 1,555.00	JLG 450AJ or equal	BOOM ARTICULATED 45FT JIB 4WD DSL
17	WANCO	WV7M-8	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	39	38	159	34% off Day; 40% off Week; 47% off Month	\$ 165.00	\$ 450.00	\$ 795.00	WANCO WV7M-A or equal	BOARD MESSAGE VERTICAL MID-SIZE MATRIX
18	DEERE	S44K	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	16	27	190	30% off Day; 38% off Week; 36% off Month	\$ 627.00	\$ 1,575.00	\$ 4,220.00	CASE 621E or equal	WHEEL LOADER 3.0-3.4 YD STD BKT DSL
19	DEERE	310I	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	20	25	187	30% off Day; 33% off Week; 38% off Month	\$ 315.00	\$ 850.00	\$ 2,000.00	CASE 580N or equal	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL
20	FELLING	FT-101T-J-G	TRAILER TILT 10000 LB	67	34	130	30% off Day; 36% off Week; 32% off Month	\$ 81.00	\$ 225.00	\$ 475.00	Felling FT-101T-J-G or equal	TRAILER TILT 10000 LB
21	GENIE	S-60	BOOM STRAIGHT 60FT 4WD DSL	57	74	99	30% off Day; 43% off Week; 35% off Month	\$ 368.00	\$ 850.00	\$ 2,200.00	JLG S-60 or equal	BOOM STRAIGHT 60FT 4WD DSL
22	BOBCAT	S530	SKIDSTEER LOADER 1751-2099LB ROPS	61	51	115	12% off Day; 22% off Week; 39% off Month	\$ 180.00	\$ 450.00	\$ 1,100.00	Bobcat S570 or equal	SKIDSTEER LOADER 1751-2099LB ROPS
23	JLG	600AJ	BOOM ARTICULATED 60FT JIB 4WD DSL	47	59	114	30% off Day; 43% off Week; 35% off Month	\$ 368.00	\$ 850.00	\$ 2,200.00	JLG 600AJ or equal	BOOM ARTICULATED 60FT JIB 4WD DSL
24	FORD	F550	TRUCK STKBD 4WD STD GAS 1-1/2-2 T 12 FT	4	12	202	0% off Day; 13% off Week; 33% off Month	\$ 225.00	\$ 775.00	\$ 1,600.00	Ford F450 or equal	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD DSL
25	JLG	400S	BOOM STRAIGHT 40FT 4WD DSL	70	66	69	30% off Day; 44% off Week; 40% off Month	\$ 298.00	\$ 625.00	\$ 1,555.00	JLG 400S or equal	BOOM STRAIGHT 40FT 4WD DSL
26	FORD	F150	TRUCK PICKUP 4WD CREW GAS 1/2 T	5	22	177	8% off Day; 12% off Week; 35% off Month	\$ 115.00	\$ 485.00	\$ 1,150.00	Chevrolet Silverado 1500 or equal	TRUCK PICKUP 1/2 T CREW 4WD GAS
27	MULTIQUIP	DCA705SIU4F	55KW GENERATOR DSL	75	70	58	29% off Day; 38% off Week; 33% off Month	\$ 260.00	\$ 625.00	\$ 1,600.00	Multiquip DCA705SIU4F or equal	55KW GENERATOR DSL
28	FORD	F750	TRUCK WATER DSL 2000 GAL	14	42	142	30% off Day; 30% off Week; 44% off Month	\$ 438.00	\$ 1,313.00	\$ 2,500.00	Hino 338 or equal	TRUCK WATER 2000 GALLON DSL
29	FORD	F550-BT	TRUCK BUCKET DSL 38 FT	12	15	260	17% off Day; 17% off Week; 15% off Month	\$ 500.00	\$ 1,500.00	\$ 3,900.00	Ford F550 or equal	TRUCK BUCKET 38 FT DSL
30	WACKER	WP1550AW	PLATE COMPACTOR 200LB TO 299LB GAS	52	34	111	18% off Day; 41% off Week; 48% off Month	\$ 70.00	\$ 200.00	\$ 395.00	Multiquip MVC88C7HW or equal	PLATE COMPACTOR 200LB TO 299LB GAS
31	VOLVO	DD258W	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	39	32	118	30% off Day; 44% off Week; 53% off Month	\$ 252.00	\$ 600.00	\$ 1,525.00	Volvo DD258W or equal	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL
32	KOMATSU	PC200LC8	EXCAVATOR 43000-49999 LBS STD REACH	27	64	91	30% off Day; 33% off Week; 33% off Month	\$ 788.00	\$ 1,900.00	\$ 5,000.00	KOMATSU PC210LC or equal	EXCAVATOR 43000-49999 LBS STD REACH
33	JLG	3246ES	SCISSOR LIFT 32FT 46" WIDE ELEC	60	58	64	23% off Day; 31% off Week; 48% off Month	\$ 154.00	\$ 345.00	\$ 695.00	JLG 3246ES or equal	SCISSOR LIFT 32FT 46" WIDE ELEC
34	FORD	F750	TRUCK DUMP DSL 5-6 YD NON CDL	14	34	130	13% off Day; 30% off Week; 38% off Month	\$ 325.00	\$ 893.00	\$ 2,100.00	Hino 268A or equal	TRUCK DUMP 5-6 YD DSL NON CDL
35	GENIE	GTH-1056	TELEHANDLER 1000LB 50-56FT LIFT ROPS	45	32	101	24% off Day; 34% off Week; 38% off Month	\$ 495.00	\$ 1,350.00	\$ 3,200.00	Skytrak 1005A or equal	TELEHANDLER 1000LB 50-56FT LIFT ROPS
36	GENIE	GTH5519	TELEHANDLER 5500LB 16-20FT LIFT ROPS	72	29	73	28% off Day; 36% off Week; 39% off Month	\$ 286.00	\$ 750.00	\$ 1,700.00	JLG G5-18A or equal	TELEHANDLER 5500LB 16-20FT LIFT ROPS
37	BOBCAT	E26	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	58	30	79	13% off Day; 17% off Week; 48% off Month	\$ 240.00	\$ 665.00	\$ 1,305.00	Bobcat E26 or equal	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS
38	CHEVY	Z500	TRUCK UTILITY 4WD STD-SUP GAS 3/4-1 T	1	165	0	0% off Day; 16% off Week; 40% off Month	\$ 225.00	\$ 750.00	\$ 1,380.00	Ford F350 or equal	TRUCK UTILITY 3/4-1 T STD-SUP 4WD GAS
39	GENIE	GR-20	MAST LIFT 20FT DRIVABLE BATT	18	20	126	24% off Day; 41% off Week; 45% off Month	\$ 118.00	\$ 220.00	\$ 425.00	Genie GR-20 or equal	MAST LIFT 20FT DRIVABLE BATT
40	MULTIQUIP	MTX70HD	RAMMER JUMPING JACK 100LB - 199LB GAS	47	44	71	18% off Day; 41% off Week; 54% off Month	\$ 70.00	\$ 200.00	\$ 350.00	Wacker Neuson B560-4AS or equal	RAMMER JUMPING JACK 100LB - 199LB GAS
41	SKY-TRAK	B042	TELEHANDLER 6000LB 42-44FT LIFT ROPS	43	38	80	21% off Day; 36% off Week; 35% off Month	\$ 350.00	\$ 825.00	\$ 1,950.00	GENIE GTH-644 or equal	TELEHANDLER 6000LB 42-44FT LIFT ROPS
42	KUBOTA	RTV-X900W-H	CART UTV 2 PASSENGER DSL	37	59	65	28% off Day; 25% off Week; 31% off Month	\$ 123.00	\$ 300.00	\$ 625.00	KUBOTA RTV1100 or equal	CART UTV 2 PASSENGER DSL
43	BOBCAT	E50	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	26	51	81	12% off Day; 13% off Week; 44% off Month	\$ 289.00	\$ 816.00	\$ 1,900.00	Bobcat E50 or equal	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS
44	WACKER	RD12A-90	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	53	43	57	5% off Day; 1% off Week; 36% off Month	\$ 175.00	\$ 480.00	\$ 1,150.00	Wacker Neuson RD12A-90 or equal	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS
45	CP	24030E	BACKHOE BUCKET TRENCH 24IN QC	6	31	106	17% off Day; 33% off Week; 56% off Month	\$ 25.00	\$ 50.00	\$ 100.00	TAG 243002 or equal	BACKHOE BUCKET TRENCH 24IN QC
46	DEERE	135D	EXCAVATOR 28000-38000 LBS REDUCED TAIL	16	42	85	30% off Day; 34% off Week; 38% off Month	\$ 630.00	\$ 1,475.00	\$ 3,920.00	DEERE 135D or equal	EXCAVATOR 28000-38000 LBS REDUCED TAIL
47	FORD	F750	TRUCK CRANE SINGLE DSL 18 T	28	17	95	10% off Day; 30% off Week; 34% off Month	\$ 613.00	\$ 1,680.00	\$ 4,055.00	Ford F750 or equal	TRUCK CRANE 18 T SINGLE DSL
48	FORD	F750	TRUCK DUMP DSL 5-6 YD	6	12	119	13% off Day; 30% off Week; 38% off Month	\$ 325.00	\$ 893.00	\$ 2,100.00	Ford F750 or equal	TRUCK DUMP 5-6 YD DSL
49	DEERE	644K	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	5	17	114	30% off Day; 37% off Week; 30% off Month	\$ 753.00	\$ 1,900.00	\$ 5,600.00	DEERE 644K or equal	WHEEL LOADER 4.0-4.5 YD STD BKT DSL
50	DEERE	310I	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	20	29	86	30% off Day; 33% off Week; 38% off Month	\$ 298.00	\$ 800.00	\$ 1,925.00	DEERE 310I or equal	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL



**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES  
ADDITIONAL CHARGES**

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Delivery Fee	<p>\$125 per hour, per truck load, each way. This schedule provides for consistency, planning and ease of billing to ensure transparency across all agencies and reflects below market rates</p> <p>Tolls and permits not included.</p> <p>Outside hauling and/or after hour deliveries when required and approved by renting agency to be negotiated at time of rental.</p> <p>Upon customer request and approval additional fees may apply if it is necessary for Herc to ship in equipment from outside the serving market.</p>
Fuel	Refueling Service-Herc branch posted charges will apply if refueling is required during or at the end of the rental
Training	<p>Material Handling and Aerial Work Platforms - \$150 per student.</p> <p>ProControl training will be provided at no charge</p>
Loss of Use	Loss of use will be charged when a piece of equipment is unavailable for rental due to customer damage. The charges will be the contract rental charges and the amount of time will be equal to the time between the damage occurring and the unit being available for rental to the same or different customer.
Cleaning	For appropriate and supportable cleaning charges, cleaning will be \$50 per hour and parts (decals) at cost plus 20% if customer is unable to selfperform this task in the event the equipment encountered harsh environments
Set Up Fee	Equipment Set Up Fees - Solutions Herc Personnel - Posted Shop Labor Rate Herc Personnel Overtime - Posted Shop Labor Rate times 1.5
Mileage Charges	Mileage allowances and fees will default to the standard policy at the supplying branch.

<p>Other</p>	<p>Customer to be exempt from Emissions and Environmental Surcharge (~2% savings)</p> <p>Customers to be exempt from Vehicle Licensing Fee (up to \$2.50 per day savings)</p> <p>Delivery Transportation Surcharge (absorbed in our delivery charge as a savings to customer)</p> <p>Re-rent - Herc provides additional equipment procurement services when required by customer. Cost plus 20% for all 3rd party charges. Customer approval will be required for all re-rents that will be charged at cost plus 20%.</p> <p>Damage Charges</p> <p>Labor - Posted Shop Labor rate</p> <p>Parts - Cost plus 20%</p> <p>Outside labor and repairs - Cost plus 20% for all 3rd party charges</p> <p>GPS - \$40 per unit for telematics if requested by customer</p> <p>Rental Protection Plan – Herc offers Rental Protection Plan services either when a customer does not possess insurance or they want to avoid further protection against their deductible. Charges will apply unless a valid COI is on file with HERC. To avoid RPP charges Certificate of Insurance must be on file during the time of rental</p> <p>HERC Personnel Standard Hours - Posted Shop Labor Rate Overtime Hours - Posted Shop Labor Rate times 1.5 Outside Personnel - Cost Plus 20%</p> <p>Taxes--any mandated charges will be applied as required</p> <p>Preventive Maintenance (PM) In accordance to recommended manufacturer guidelines on select generators and pumps Herc may charge PM at an hourly rate of \$1-\$4 depending on the size of equipment and usage. PM charges cover the standard maintenance included in all of our equipment at no charge but also includes load banking, pressure and flow tests, trailer testing and other services to ensure these specific units continue to operate on customer sites.</p>
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Over Meter/Allotted Hours of Use	Additional Charge for Hours Over
Daily Rental	Standard shift = 8 hours, additional hours 1/16th of the daily rate for daily rentals
Weekly Rental	Standard shift = 40 hours, additional hours 1/80th of the weekly rate for weekly rentals
Monthly Rental	Standard shift = 176 hours, additional hours 1/352nd of the monthly rate for monthly rentals

**\*Herc double shift 16 hours (double hours per day) charged at 1.5X the applicable rental rate**

**\*Herc triple shift 24 hours (triple hours per day) charged at 2X the applicable rental rate providing unlimited usage**



**REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Please indicate if **your company** is any of the following:

MBE     WBE     SBE

List Information for Each MWSBE to be Utilized on this Project:	
<i>Copy this form as needed to list all MWSBEs.</i>	
<b>Firm Name</b>	Streeter Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	Shoreline Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	EASTWAY WRECKER SERVICE, INC.
<b>Work to be Performed</b>	Equipment Hauling

**Section 6  
Required Forms**

<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	RW Trucking, Inc
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	Murphy Law Trucking, LLC
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000

Company Name: Herc Rentals Inc.

Representative (signed): 

6/21/2018  
Date

Jason Oosterbeek  
Representative Name

**Section 6  
Required Forms**

**REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	Herc Rentals Inc.
Company Location (indicate corporate headquarters and location that will be providing the Services).	Corporate Address: 27500 Riverview Center Blvd. Bonita Springs, FL 34134 Please see TAB-A for a full listing of locations.
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	Herc Rentals Inc. has been in business for 52 years and has been providing equipment rental solutions since the company was formed.
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	None
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	None
Provide an overview and history of your company.	Please see our continued response on page 23.
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	Herc Rentals Inc. is wholly owned by Herc Holdings and has over 4900 employees nationwide. Please see TAB-B for our Audited Financials.
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	Please see our continued response page 24.
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	Please see page 25 for more information.
Describe the ownership structure of your company, including any significant or controlling equity holders.	Please see our entity org chart on page 25.
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	Please see our continued response on page 26.
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	None

**Section 6  
Required Forms**

**Required form 7 – References**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

Companies shall complete the form below. The City’s preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

Reference 1	
Company Name	City of Ocean City
Contact Name	Joseph Clark
Phone Number	609-525-9356
Reference 2	
Company Name	North Carolina State University
Contact Name	Jessica Dalton
Phone Number	919-515-6890
Reference 3	
Company Name	Port Authority of NY and NJ
Contact Name	Sal D'Angelo
Phone Number	201-216-2371
Reference 4	
Company Name	City of Houston
Contact Name	Jeff Meekins
Phone Number	832-393-8743
Reference 5	
Company Name	City of Los Angeles
Contact Name	Melissa Yusilon
Phone Number	213-928-9557

**REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION**  
**RFP #269-2018-047 Equipment Rentals and Related Products and Services**

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

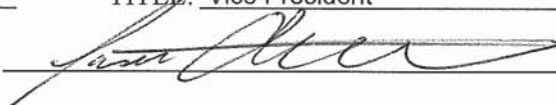
1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek

TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_



DATE: 6/21/2018



**REQUIRED FORM 9 – DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

**Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY:   
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/11/2018

**Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

**Section 7**  
**Required U.S. Communities Information**

**COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**


Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES X NO
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?  
YES      \*NO X Alaska, Idaho, Montana, South Dakota  
(\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES X \*NO       
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:  
     Sales between \$0 and \$25,000,000  
     Sales between \$25,000,001 and \$50,000,000  
     Sales between \$50,000,001 and \$100,000,000  
X Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?  
YES X NO
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES X NO
- G. Will your company commit to the implementation schedule in Section 1?  
YES X NO
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES X NO

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Submitted by:  
Jason Oosterbeek  
(Printed Name)

Vice President  
(Title)

  
(Signature)

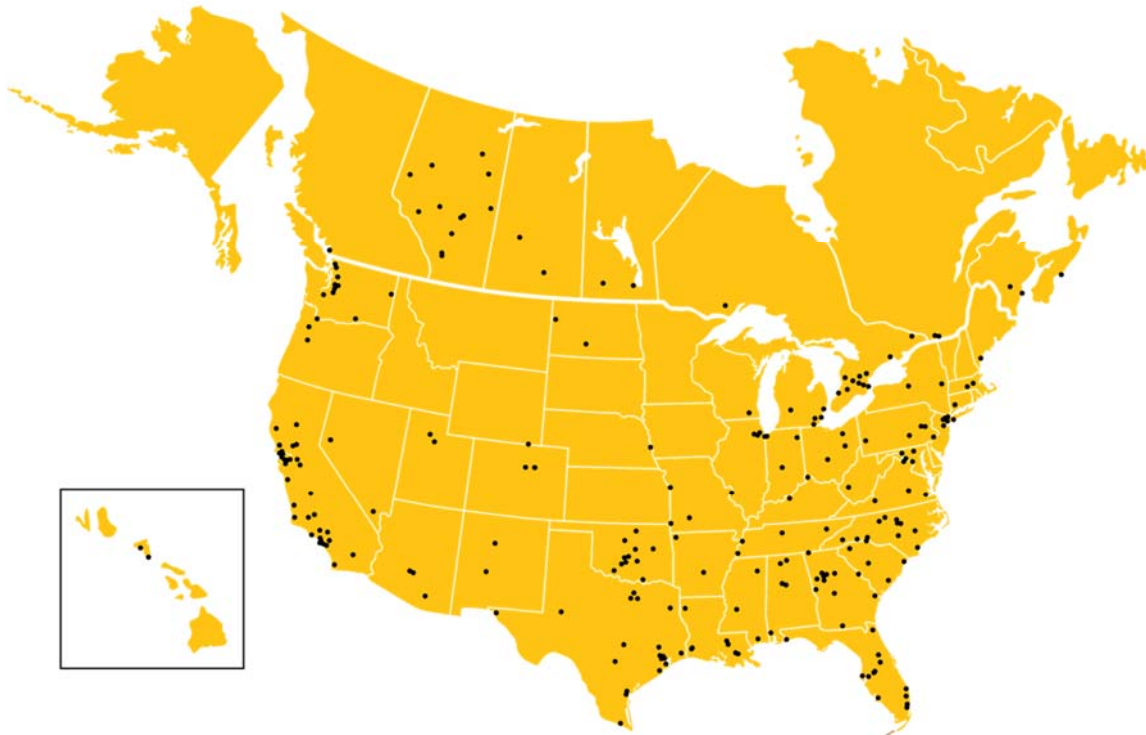
6/21/2018  
(Date)

**REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE - CONTINUED**

Company’s legal name – [Herc Rentals Inc.](#)

- Company Location (indicate corporate headquarters and location that will be providing the Services).

**PLEASE SEE TAB-A FOR FULL LOCATIONS LISTING**



- How many years has your company been in business? How long has your company been providing the Services as described in Section 4?

[Herc Rentals Inc.](#) has been in business for 52 years and has been providing equipment rental solutions since the company was formed.

- List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.

NONE

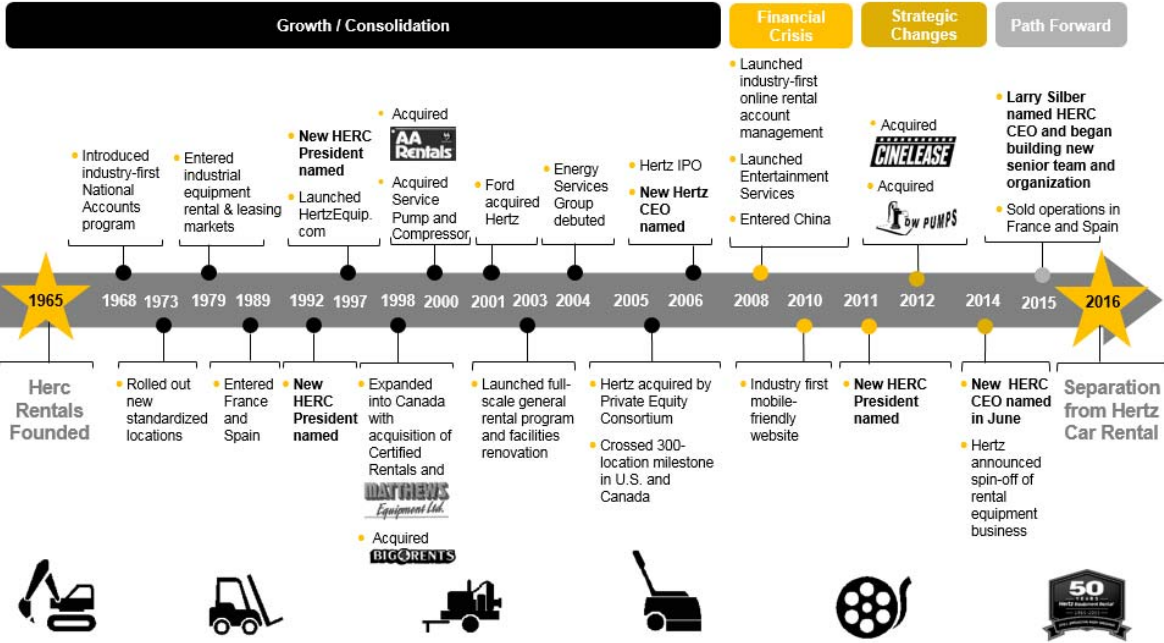
- List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.

NONE

- Provide an overview and history of your company.

Herc Rentals has been in the equipment rental industry for 52 years. We began as Hertz Equipment Rental Corporation and in July of 2016, separated from our former Parent Hertz Global Holdings. Since the foundation of our company in 1965, Herc has continued to consistently grow on an annual basis and has become one of the leading equipment rental providers on a global scale.

# Herc Timeline



- If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.

Herc Rentals Inc. is wholly owned by Herc Holdings and has over 4950 North American employees and over 5000 employees worldwide. Please see the below Consolidated financials (**ALSO LOCATED ON TAB-B**).

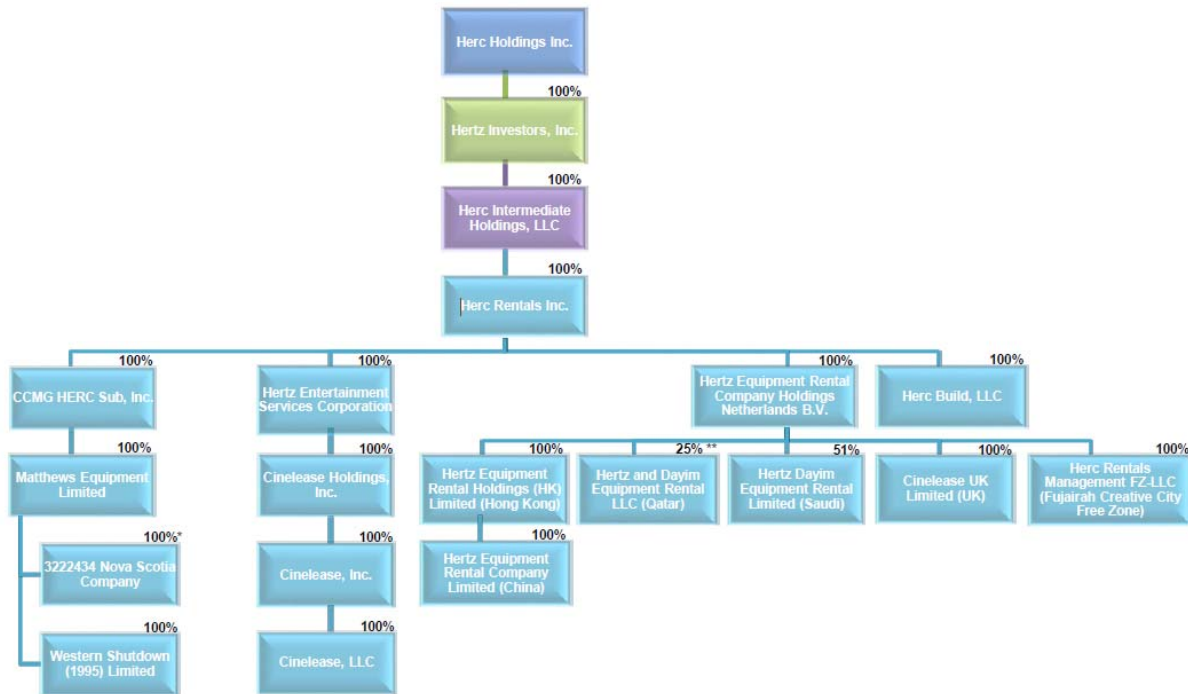
<u>(In millions, except per share data)</u>	Years ended December 31,				
	2017	2016	2015	2014	2013
<b>Statement of Operations Data</b>					
Total revenues	\$ 1,754.5	\$ 1,554.8	\$ 1,678.2	\$ 1,770.4	\$ 1,735.6
Total expenses <sup>(a)</sup>	1,818.9	1,559.7	1,521.3	1,625.9	1,582.5
Income (loss) before income taxes	(64.4)	(4.9)	156.9	144.5	153.1
Income tax benefit (provision) <sup>(b)</sup>	224.7	(14.8)	(45.6)	(54.8)	(55.0)
Net income (loss)	\$ 160.3	\$ (19.7)	\$ 111.3	\$ 89.7	\$ 98.1
<b>Earnings (loss) per share:</b>					
Basic	\$ 5.66	\$ (0.70)	\$ 3.69	\$ 3.00	\$ 3.48
Diluted	\$ 5.60	\$ (0.70)	\$ 3.69	\$ 2.87	\$ 3.17

<u>(In millions)</u>	As of December 31,				
	2017	2016	2015	2014	2013
<b>Balance Sheet Data</b>					
Cash and cash equivalents <sup>(c)</sup>	\$ 41.5	\$ 24.0	\$ 24.7	\$ 28.0	\$ 15.4
Total assets	3,549.7	3,466.0	3,397.0	3,599.7	4,132.1
Total debt <sup>(d)</sup>	2,159.8	2,194.3	136.7	866.1	673.5
Total equity <sup>(e)</sup>	510.4	317.7	2,302.0	1,693.7	1,877.4

- Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.

Herc has aligned itself with premium equipment manufacturing partners to ensure the highest level of quality during the rental experience. For decades, our partnerships with brands such as JLG, Genie, Ford, Bobcat, Toyota, Multiquip, Chevrolet, Hilti, Tennant, Caps and Ingersoll Rand to name a few, have enabled Herc to insure an exceptional experience for our customers.

- Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.



- Describe the ownership structure of your company, including any significant or controlling equity holders.

Herc Rentals is a publicly traded corporation on the NYSE under the stock ticker HRI. Please see below for significant equity holders.

- Wells Fargo & Company – 16%
- Carl Icahn – 15.81%
- GAMCO Asset Management, Inc. – 11.57%
- The Vanguard Group, Inc. – 7.22%
- BlackRock Fund Advisors – 5.09%

- Explain how your organization ensures that personnel performing the Services are qualified and proficient.

Herc Rentals is committed to ensuring that each employee holds the certifications necessary to do each of their respective duties. This includes OSHA certification, specialize drivers licenses (where applicable) and operator certification. Our commitment to providing proper certification for our employees is magnified by our equipment to safety.

Herc Rentals requires an active commitment to, and accountability for, safety and safety compliance from all employees and its contractors. Herc Rentals operations management has the key leadership role in communicating, implementing, and ensuring conformance to safety and compliance policies and standards. At Herc Rentals, we are all committed to:

- Protecting, and striving for improvement of, the safety and health of our people at all times;
- Eliminating non-conformance to safety procedures and accidents;
- Meeting specified customer safety requirements and ensuring continuous customer satisfaction;
- Setting safety performance objectives, measuring results, assessing and continually improving processes and services through effective safety programs and processes;
- Planning for, effectively responding to and rapidly recovering from any emergency, crisis and business disruption;
- Appropriately communicating our safety policies, standards, programs and performance;
- Rewarding outstanding safety performance;
- Improving our performance on safety issues relevant to our internal and external stakeholders and on which we can have an impact;
- Complying with applicable legislation, regulations, and industry standards related to safety;
- Building a culture where “Stop Work” is understood as an individual obligation and company responsibility;
- Identifying and effectively managing of safety risks;
- Allocating appropriate resources to implement safety-oriented operational practices and procedures; and
- Making every day a “Perfect Day.”

The commitments expressed here are in addition to our basic obligation to comply with the Herc Rentals Mission, Vision, Values and Code of Conduct, as well as all applicable laws and regulations where we operate. This commitment is critical to our business success because it allows us to systematically minimize all losses and adds value for all our stakeholders.

- If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.

NONE

## SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

### **National Commitments**

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 1.5.

### **Corporate Commitment:**

Being a partner of U.S. Communities for the past 9+ years has been an integral part of the success of Herc. From an executive leadership level to our branch operators, the goal is the same; Promote and offer the benefits of being a part of this program, on a daily basis.

The offering we have proposed has been reviewed and has the involvement of Herc's Senior Management team. This Contract will be overseen by Jason Oosterbeek, Vice President of Pricing and Sales Strategy, who will work directly with the executive management team, customer care teams and pricing teams to exceed expectations with operations, contract compliance, and execution excellence. The day to day management responsibilities for the contract is with our Strategic Sales Manager-Government Accounts and Government Programs, Greg Reyburn. Top level sales are handled by four Regional Government Program Manager's.

If awarded the contract, U.S. Communities will be our primary government contract offer and we will always lead with U.S. Communities as our best pricing and value option. Herc's sales force including all customer facing personnel will always present the Master Agreement when marketing our offer to public agencies that are qualified to participate in the U.S. Communities program.

### **Pricing Commitment:**

It is Herc's continued mission to show all Government and Non-Profit customers the value in our offering. We encourage each agency to put our total program offer to the test by benchmarking their local markets and/or comparing our offer directly to their current contract. In an effort to show overall cost savings through our operational efficiencies, technology, equipment portfolio and the streamlined purchasing model provided by U.S. Communities, Herc has developed a pricing structure that will give each customer the best possible product and service for the best possible overall value and price, enhancing the customer experience.

It is our belief that this transparent approach will allow us to build our customer base and build on the overall U.S. Communities Program. Furthermore, it will allow us to assist in developing solutions that will add value and support all equipment and solution needs.



### **Economy Commitment:**

If awarded this contract with the City of Charlotte and the U.S. Communities Master Agreement it will be not only our lead, but our **ONLY** public offering to all PPA's and all State and Local Agencies, Education Institutions (Higher, Public or Private), Special Districts and Non-Profits. We will demonstrate the cost savings benefits including the pricing advantage over alternative customer options including competitive solicitations. Herc understands and appreciates the expense of managing all types of bids and solicitations and we will position value and cost savings with price and efficiency of the Master Agreement to those agencies. Our entire organization is committed and focused on the continued growth and expansion of this program with both our current and new customers.

Herc understands the importance of the U.S. Communities commitment to the industry we serve and we are committed to working hard at being a trusted partner, and a company that assists in closing customer gaps by providing solutions that deliver value and efficiency in our service excellence.

### **Sales Commitment**

Our Government Program Managers (GPM's) are subject matter experts and top account executives involved with both our largest customers and day to day interactions with our local sales force. They will also directly oversee, track, and follow up on our "top 100" cities and counties. In addition, the GPM's will be responsible for marketing the value of the Master Agreement and U.S. Communities overall program to their aligned states (where cooperative purchasing is allowed) and their top equipment renting agencies. Herc has approximately 570 local Sales Representatives who are currently trained to lead with our current U.S. Communities offering to all eligible customers. If awarded, our sales force will be trained and educated on how to position and promote the value of our new offer.

Herc Rentals fully understands these commitments. If awarded this contract, we are prepared to meet and exceed these commitments and all other business partner expectations. Herc will continue to provide a laser focus on the growth of this program.

### **Company Overview**

1. Provide the total number and location of sales persons employed by your company in the United States.

Herc's sales team continues to grow and currently we employ approximately 570 dedicated local sales representatives across the US.

**PLEASE SEE TAB-C FOR A FULL LISTING OF SALES PERSONS BY LOCATION.**

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Our sales force has continued to grow, and their span of geography has continued to be reduced allowing for a more dedicated and larger team of focused “government sellers”. These account representatives will be asked to call on each major city, county, and state in their alignment. Within those alignments and within those agencies the sellers will be responsible for identifying and presenting to all equipment renting departments (both on the operations side as well as the procurement/purchasing side) the U.S. Communities Master agreement and the value that the contract delivers as a major component of Herc’s value proposition. These government focused sellers will follow a strict Sales Management Process (SMP) that will include Salesforce.com and the tracking of key metrics, reporting and analytics that will support the sharing of all “Best Demonstrated Practices” across the country. This will provide insights and solutions that will benefit the end user communities and deliver the expected growth and use of this program and promote the other value that U.S. Communities delivers.

3. Explain how your company will educate its sales force about the Master Agreement.

Herc has put a significant focus and investment in the continuing and on-going training of our U.S. Communities Master agreement through a number of channels. In 2017 Herc’s Government Program Managers conducted (41) training sessions that involved 350+ Sales Representatives, Branch Managers, and Regional Sales Leaders.

These trainings will continue, and the curriculum will be broadened to add more training that supports educating our sales representatives on segment and agency specific information that creates more customer value by sharing insights and solutions that will benefit membership.

When Herc uncovers formal bids or solicitations we will have a step by step process in place for all sales representatives to follow that provides direction and actions to take to position the Master Agreement in lieu of a formal solicitation. We will also include training for future positioning to limit the amount of bids and grow the utilization of the U.S. Communities Program.

We will continue with our Herc “weekly huddles” with our Government Program Managers participating in branch, region and upper management huddle calls. This is another tool used to keep U.S. Communities program top of mind and an open forum that provides continuous education for our customer facing team members.

SalesForce.com provides an ongoing information sharing platform targeted by sales teams by customer base that not only allows us to share best demonstrated practices but to promote specific U.S. Communities Program information to include ongoing best demonstrated practices, new solutions and program updates.

4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

<b>ANNUAL SALES IN THE UNITED STATES FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities	\$ 39,964,445	\$ 43,346,968	\$ 45,567,810
Counties	\$ 7,712,768	\$ 7,722,928	\$ 7,691,231
K-12 (Public/Private)	\$ 1,602,630	\$ 1,734,673	\$ 2,193,894
Higher Education (Public/Private)	\$ 2,476,137	\$ 2,213,117	\$ 2,842,621
States	\$ 12,501,009	\$ 18,122,993	\$ 20,398,296
Other Public Sector & Nonprofits	\$ 1,200,072	\$ 1,060,886	\$ 1,588,347
Federal	\$ 11,782,218	\$ 11,716,945	\$ 11,230,784
Private Sector	\$ 945,339,758	\$ 966,125,572	\$ 1,074,556,156
<b>Total Supplier Sales</b>	<b>\$ 1,022,579,038</b>	<b>\$ 1,052,044,082</b>	<b>\$ 1,166,069,138</b>

\*Includes rental revenue only. Excludes ancillary sales (IE: Environmental fees, licensing fees, etc.)

5. For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

<b>ANNUAL SALES IN THE UNITED STATES FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities	\$ 39,964,445	\$ 43,346,968	\$ 45,567,810
Counties	\$ 7,712,768	\$ 7,722,928	\$ 7,691,231
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Private Sector	\$ 945,339,758	\$ 966,125,572	\$ 1,074,556,156
<b>Total Supplier Sales</b>	<b>\$ 1,022,579,038</b>	<b>\$ 1,052,044,082</b>	<b>\$ 1,166,069,138</b>

\*Includes rental revenue only. Excludes ancillary sales (IE: Environmental fees, licensing fees, etc.)

6. Provide a list of your company's ten largest public agency customers, including contact information.

Rank	Account	2017 Estimated (\$M)
1	City of NY	\$ 7.9
2	City of Chicago	\$ 5.6
3	City of Los Angeles	\$ 4.1
5	Los Angeles DWP	\$ 3.7
6	NYC Housing Authority	\$ 3.4
7	CA Dept of Trans (Caltrans)	\$ 2.8
8	City of Dallas	\$ 2.6
9	Port Authority of NY & NJ	\$ 2.5
10	Virginia DOT	\$ 2.5
11	City of San Diego	\$ 2.3

\*These numbers represent individual departments within city agencies.

7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

#### U.S. Communities

- Term – 4-1-2012 – 3-31-2019
- Scope – Heavy and Light Equipment Rental
- Volume – \$40,117,868 in 2017

#### GSA

- Term – Ongoing since July 2007
- Scope - Heavy and Light Equipment Rental
- Volume - \$2.725M in 2017

## Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

### TO BE FOLLOWED BY CUSTOMER:

At the time of ordering, the following information will be required:

- Specify the name of your agency
- Location name (Location where equipment is to be used)
- Billing Address (first time customer only)
- Employee Name, Telephone # & Employee ID #
- Purchase Order Number
- Required Date and Return Date/Length of Rental
- Equipment Required and Specific Specs
- Specific Delivery Instructions
- Additional Requirements

Employee drivers' license number on over-the-road vehicle rentals

### TO BE FOLLOWED BY HERC:

When our customers call in an order, the following information is obtained:

- Confirm the customer name
- Validate the Billing Address
- Obtain the customers Release Number or Purchase Order Number
- Obtain the full name and telephone number from the person placing the order
- Identify specifically what equipment is required
- Get specific delivery instructions and ask for the approximate rental duration
- Advise our customers that they must call the branch upon termination of the rental and obtain a HERC release number
- Generate the rental agreement

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

Herc is able to accept orders in many forms, including: In person at branch locations, by phone, e-mail, electronic ordering through our website, punch out catalogs, third party electronic marketplaces (EI: Ariba SAP) and/or through or dedicated Customer Care Team.

Herc's Customer Care Team is focused in improving efficiency and the overall customer experience. Through developing best practices, our Customer Care team has the ability to provide seamless support to our customers in placing equipment orders, providing product support, coordinating delivery schedules and routing customers to the necessary sales expert to insure they receive the support that they need. In addition, Herc will be setting up a 1-800 call-in number specifically for U.S. Communities agencies.

3. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Herc is proposing that standard payment terms for this contract be Net 30 days, which is an advantage over the company standard of Net 15 days.

4. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Herc accepts procurement cards for all ordering channels.

5. Describe how your company proposes to distribute the Products and Services nationwide.

Through fleet pooling Herc can move its equipment from branch to branch, market to market, or anywhere across the United States in support of this contract. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customer's needs in the event of an emergency or change in scope. Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability. Deliveries are scheduled at the customer's request and, at times, are made outside of the standard hours. As well, Herc handles emergency, expedited, and last-minute orders – re-arranging fleet, drivers, and additional resources to support the customer requirements.

Our fleet management approach for our partners includes an operating model focused on supplying rental-ready fleet for the location by managing capacities and line balancing the technician output on each category. Our approach would include establishing expectations, needs and scope of the facility or job site, creating measurable goals, and time frames to meet these goals.

6. Identify all other companies that will be involved in processing, handling or shipping the Products and Services to the end user.

On occasion, Herc utilizes third party delivery and refueling partners to insure seamless customer service and on time delivery. For example, during emergency events or to meet specific customer requirements.

7. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).

Herc operates out of purposely built individual rental locations, each having its own support infrastructure. Including technicians, mechanics, transportation and many other customer-supporting resources. Please see the attached list of locations referenced in Form 6 and located on TAB-A.

8. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Herc has the capabilities to provide customized reporting on numerous metrics. These metrics include, but are not limited to the following:

- Rental Volume
- Units on Rent
- Average Age of Rental Fleet
- Invoice Efficiency
- Overdue Rentals
- Utilization Activity
- GPS Functionality
- Preventative Maintenance
- Repair Statistics
- Work Orders
- Cost Savings

Herc also proactively reports on green spend initiatives on a quarterly basis. These initiatives include recycled oil, avoided greenhouse gas emissions, converting to energy efficient LED lighting whenever possible and maximizing the benefits of solar energy in several of our branches across the country.

9. Describe your company's ecommerce capabilities
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.

Herc has the ability to provide on-line catalogs (punch out sites), working in conjunction with the requesting agency. Through each punch out site, agencies will have the ability to view our equipment catalog, issue purchase orders, accept/view invoices and update methods of payment.

**PLEASE SEE TAB-D FOR DETAILED INFORMATION REGARDING OUR ELECTRONIC PUNCH OUT SITE CAPABILITIES AND REQUIREMENTS.**

- b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

Herc is implementing Oracle E-Business Suite R12 (Go Live July 2018). Going forward, Herc will be able to integrate with other external ERP providers to transmit and receive Procure to pay and Financials transactional data (Payables Invoices, Purchase orders etc...). Each implementation will need to be treated as a project and there will be a need for some development and testing work.

Herc has also partnered with Bill Trust to provide seamless integration with customer portals that would allow for electronic invoicing and payment options at no cost to participating agencies. Using Bill Trust, Herc can set up a fully automated integration between a customer portal and our internal invoicing system. The result of this creates a simple way to receive PO's and invoice our customers.

10. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Herc will work in conjunction with any Public Agency to identify MWBE's that have the ability to be good partners and execute the services required to meet customer expectations. We have built a small business program that will enable those qualified small business partners to be competitive and sustaining.

Herc appreciates that several states and many cities have MWBE set aside mandates as well as aspirational goals. We have many MWBE partners and we are currently (and moving forward) looking to add more certified small disadvantaged businesses that can add value and competitive pricing to all U.S. Community members that are looking for those partnerships.

Herc partners with MWBE businesses to create a mutually beneficial relationship and promote small business spend in many segments. We currently issue a business certification survey to any new supplier to identify if that supplier is certified as a type of small business. Once the survey is received along with the suppliers' certification, Herc uses Oracle to track our spend with that supplier.

- a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.

Our branch leadership is committed to identifying (on the cities website), certified small businesses to as possible replacement partners for soon-to-be expiring, and future agreements. This will also be included as part of our training process for this program.



- b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Herc utilizes small or MWBE business partners whenever possible. We also proactively source small or MWBE businesses as part of our small business outreach program. In Q1 2018, Herc spent over \$12M with small or minority businesses for a number of different services. Please see the attached Q1 2018 MWBE spend report located on the flash drives provided for a full listing and spend breakdown.

These services include:

- Towing
- Landscaping
- Tire Repair
- Construction Services
- Retail Fixtures
- Diesel Parts
- Paint and Coating
- Mechanical Work
- Marketing
- Equipment Delivery
- Cleaning Services
- Electrical Work
- Vending
- Battery Supply
- Welding
- Parts
- Supplies

## Marketing and Sales

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

Herc Rentals currently have a dedicated webpage on our corporate website outlining our partnership with U.S. Communities and the advantages of enrolling into the program. Also, the U.S. Communities logo is displayed in the footer of our website to further promote our participation in the program. We will continue the development of co-branded marketing materials to be distributed by U.S. Communities via email campaigns & our micro-site. Herc Rentals would also like to produce a co-branded video that overviews our partnership with U.S. Communities and advantages to the government agencies. This video will be added to both our corporate site and U.S. Communities micro-site.

### National Management:

A National Strategic Government Sales Manager works with dedicated Government Program Managers to oversee all the operations and execution with the government sector with U.S. Communities being the most important customer in the sector. This group maintains relationships with all the U.S. Communities Executive team and the Regional Sales Managers. They will be the liaisons and front facing contacts for the City of Charlotte for scheduled business reviews and program updates. The team is responsible for building tools and enablers that are built and executed for our field personnel and our mutual customers.

Targeted Government Account Representatives: We identified (60) account representatives who had and have a high concentration and focus on government business in their aligned territory. This steady and intended shift of account responsibility weighted to more government account focus has delivered excellent results in growing our U.S. Communities business from 2012 to where it is today. This proven approach will continue to evolve at a more robust pace to hit our stated targets for 2019-2021.

Local Account Reps: In conjunction with our targeted and growing (60) government focused account representatives Herc has 280+ branches nationwide with an additional sales force of approximately 570 account representatives calling on government customers. In 2017 the group in total generated U.S. Communities sales, which resulted in \$40 million in revenue. Moving forward we will continue to build off this momentum as we understand that a key component in growing revenues through the U.S. Communities program is generating volume with all qualified agencies.

Tradeshows: In the past Herc has participated in tradeshows dedicated to local and national government business. In the past we have attended NACO, NIGP, NAEP and FAPPO and we attended APWA in 2018. We will continue to participate in tradeshows that will market our U.S. Communities partnership and grow our mutual business.

HERC in conjunction with the American Rental Association (ARA) put together a pamphlet educating government agencies when it's more beneficial to rent versus purchase. This is a tool our sales team currently uses in presentations and will continue as we move forward.

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

If Herc is fortunate enough to be awarded the City of Charlotte and U.S. Communities contract we have determined that this will be our only cooperative offer for any public agency, primary or higher education entity or system and any non-profit organizations that can utilize cooperative purchasing. We will aggressively re-launch the Master Agreement to any current customer that is not affiliated to U.S. Communities with an emphasis that it is both our best pricing and overall value offer available.

Herc has also committed to additional investment in resources whose sole function is to focus on government only customers.

Herc has a separate plan to build a network of certified small business partners that will affiliate to our U.S. Communities agreement. We will mentor and partner with these businesses where and when they can deliver additional value to our mutual customers.

Through tools like SalesForce.com, social media sites and joint marketing efforts we will have well timed communication campaigns throughout the years of the agreement.

3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:

\$60,000,000.00 in year one

\$85,000,000.00 in year two

\$110,000,000.00 in year three

**National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

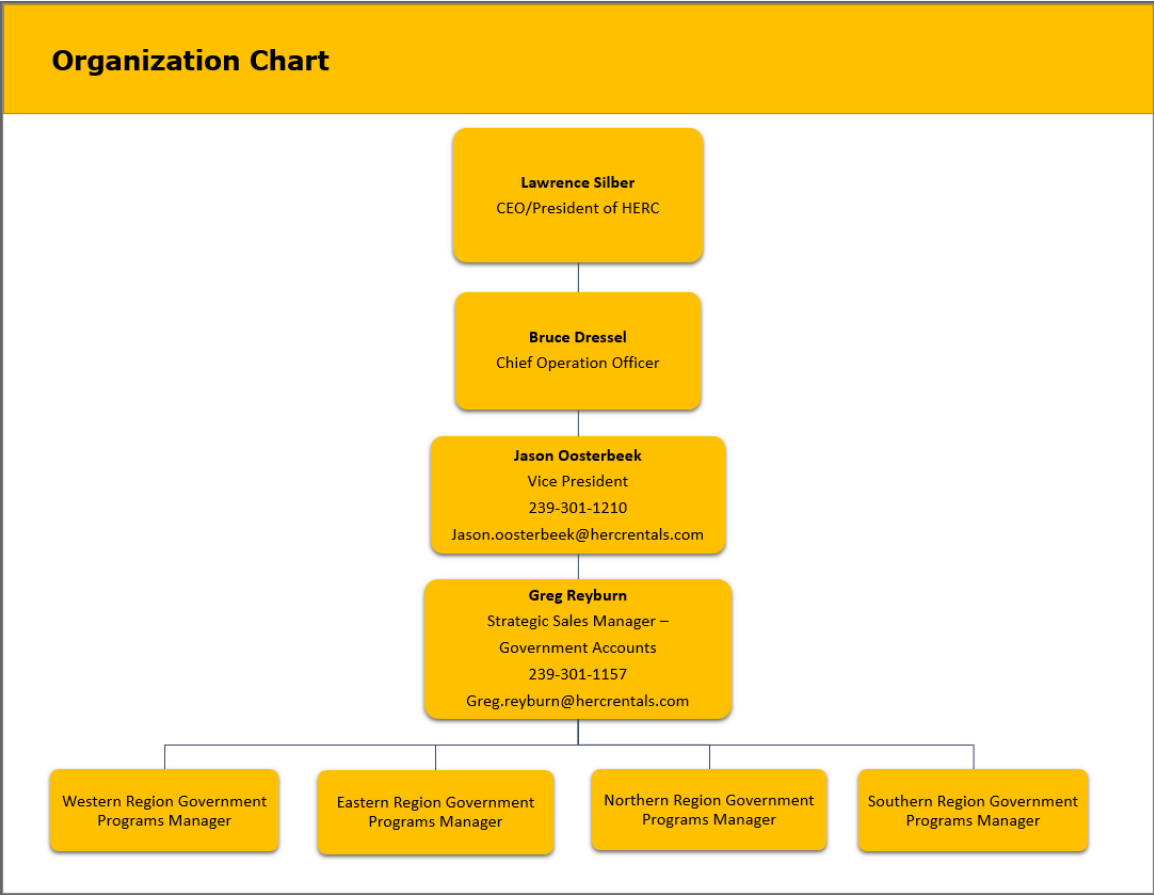
Greg Reyburn, National Strategic Sales Manager-Government – 75%

Four (4) Regional Government Program Managers – 90% Each

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<b>ROLE</b>	<b>DESCRIPTION OF ROLE</b>	<b>PERSON RESPONSIBLE AND TITLE</b>	<b>TIME COMMITMENT %</b>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.	Jason Oosterbeek Vice President	10%
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.	Greg Reyburn Strategic Sales Manager, Government Accounts	80%
Lead Referral Manager (4)	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.	Four (4) Regional Government Program Managers	90%
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.	Robert Sypniewski, Interactive Marketing Manager	25%
IT Lead	Responsible for building USC landing page for supplier.	Multiple employees will support IT responsibilities	As needed
Reporting Lead	Responsible for providing monthly reports to USC.	Edward Goodan, Manager of Sales and Pricing Analytics	As needed to promptly complete

3. Provide an organizational chart of your company.



4. Submit a bio for each of the below personnel:

**PLEASE SEE TAB-E FOR PERSONNEL BIOGRAPHIES.**

a. The person your company proposes to serve as the National Accounts Manager;

**Greg Reyburn**  
Strategic Sales Manager, Government Accounts  
Phone: 239-301-1157  
Mobile: 617-417-3736  
Email: [greg.reyburn@hercrentals.com](mailto:greg.reyburn@hercrentals.com)

b. Each person that will have primary responsibility for U.S. Communities account management;

**Greg Reyburn**

- Strategic Sales Manager – Government
- National

**Frank Calderaro**

- Government Program Manager
- Eastern Region

**Traci Dobberstein**

- Government Program Manager
- Western Region

Northern Regional Government Program Manager (on-line as of 9-1-2018)

Southern Regional Government Program Manager (on-line as of 9-1-2018)

Established a dedicated customer servicing team to enhance the customer experience at all touch points.

c. Key executive personnel that will be supporting the program.

**Larry Silber**

President and Chief Executive Officer

**Bruce Dressel**

Chief Operating Officer

## **Products, Services and Solutions**

1. Provide a description of how your offering meets the requirements set forth in Section Four of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.

Herc Rentals is providing our complete offering that encompasses not only equipment rentals, but provides the best overall value for U.S. Communities, the City of Charlotte and every PPA involved. Herc's offering intends to present our ability to meet the scope of services and product standards by continuing to provide rental-ready equipment that meets the standards of our premium manufacturers, Herc is fully capable of meeting the service level requirements of each agency we partner with.

## **New Equipment Sales**

Herc is authorized to sell new equipment specific manufacturing brands, such as:

- Case
- Doosan
- Ford
- Generac
- Genie
- Hilti
- Ingersoll Rand
- JLG
- Multiquip
- Wacker Neuson

The list above is continuously evolving based on manufacturer authorization. Pricing for the sale of new equipment will be negotiated at the time of request.

## **Used Equipment Sales**

Used equipment sales are a great option for customers looking to purchase a piece of equipment, but would prefer to not pay for a new piece of equipment. Through Herc our customers benefit from a vast, nationwide used equipment inventory. At almost any time, if a customer is looking for a used piece of equipment and it's carried by Herc, a quote can be generated. From Herc, customers will be buying equipment that has been maintained by Herc's trained and certified technicians at or above manufacturer's specifications. The equipment we have for sale is also from the most recognized brands, such as as JLG, Genie, Ford, Bobcat, Toyota, Multiquip, Chevy, Hilti, Tennant, Caps and Ingersoll Rand, etc.

As part of our offering to all Participating Public Agencies, Herc will provide the following discount on used equipment purchases: 10% off Herc's already highly competitive Internet Listed Price.

## Pricing

To provide complete pricing transparency and provide the broadest offer we have priced every equipment category (Cat-Class) and provided the associated discount from our Tier II rate (due to the industry's dynamic market pricing, we believe our Tier II rates to be representative of list rates across the country). The discounts will remain firm for the life of the contract. Provided in our response are our Platinum and Gold offers.

PPA's can elect to sign a sole source rental agreement (attached) with Herc, taking advantage of our Platinum offer, which provides an additional 10% off of our Gold offer.

## Billing

In addition, Herc is offering 30-day billing versus the industry standard of 28 days, which provides an additional savings of 8% to over 30% on monthly rentals. Please see the examples below:

Description	Price for Daily Rental	Price for Weekly Rental	Price for Monthly Rental			
LIGHT TOWER HORIZ MAST MAN NARROW BODY	\$ 86	\$ 234	\$ 383			
<b>30 Day Rental Example</b>	<b># of Days</b>	<b># of Weeks</b>	<b># 4-Weeks</b>	<b># of Months</b>	<b>Total Spend</b>	<b>% Savings</b>
28 Day Billing	2	0	1	0	\$ 555	
30 Day Billing	0	0	0	1	\$ 383	
					<b>30 Day Billing Savings</b>	<b>\$ 172 31%</b>
<b>90 Day Rental Example</b>	<b># of Days</b>	<b># of Weeks</b>	<b># 4-Weeks</b>	<b># of Months</b>	<b>Total Spend</b>	<b>% Savings</b>
28 Day Billing	0	1	3	0	\$ 1,383	
30 Day Billing	0	0	0	3	\$ 1,149	
					<b>30 Day Billing Savings</b>	<b>\$ 234 17%</b>
<b>360 Day Rental Example</b>	<b># of Days</b>	<b># of Weeks</b>	<b># 4-Weeks</b>	<b># of Months</b>	<b>Total Spend</b>	<b>% Savings</b>
28 Day Billing	0	0	13	0	\$ 4,979	
30 Day Billing	0	0	0	12	\$ 4,596	
					<b>30 Day Billing Savings</b>	<b>\$ 383 8%</b>

Description	Price for Daily Rental	Price for Weekly Rental	Price for Monthly Rental			
TRUCK DUMP DSL 12-14 YD MANUAL	\$ 522	\$ 1,670	\$ 4,300			
<b>30 Day Rental Example</b>	<b># of Days</b>	<b># of Weeks</b>	<b># 4-Weeks</b>	<b># of Months</b>	<b>Total Spend</b>	<b>% Savings</b>
28 Day Billing	2	0	1	0	\$ 5,344	
30 Day Billing	0	0	0	1	\$ 4,300	
					<b>30 Day Billing Savings</b>	<b>\$ 1,044 20%</b>
<b>90 Day Rental Example</b>	<b># of Days</b>	<b># of Weeks</b>	<b># 4-Weeks</b>	<b># of Months</b>	<b>Total Spend</b>	<b>% Savings</b>
28 Day Billing	0	1	3	0	\$ 14,570	
30 Day Billing	0	0	0	3	\$ 12,900	
					<b>30 Day Billing Savings</b>	<b>\$ 1,670 11%</b>
<b>360 Day Rental Example</b>	<b># of Days</b>	<b># of Weeks</b>	<b># 4-Weeks</b>	<b># of Months</b>	<b>Total Spend</b>	<b>% Savings</b>
28 Day Billing	0	0	13	0	\$ 55,900	
30 Day Billing	0	0	0	12	\$ 51,600	
					<b>30 Day Billing Savings</b>	<b>\$ 4,300 8%</b>



## **Rebates**

We have added additional value to the program by offering a volume incentive rebate to all PPA's as follows:

- \$50,000 to \$100,000 = 0.5%
- \$100,001 to \$250,000 = 1.0%
- \$250,001 to \$500,000 = 1.5%
- \$500,001 to \$750,000 = 2.0%
- \$750,001 to \$1,000,000 = 2.5%
- \$1,000,001+ = 3.0%

This rebate will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.

To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

## **Additional Savings**

Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to \$2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

## **Emergency Response**

Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.

In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Please see number 4 below for more information on disaster relief and emergency response services.

2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

**PLEASE SEE PAGE TAB-G (SAFETY TRAINING) FOR MORE INFORMATION REGARDING TRAINING PROGRAMS OFFERED.**

At Herc Rentals, we have the equipment safety training where and when you need it. We have a wide range of high quality operator safety training classes. Our classroom and hands-on training sessions help meet your training requirements while preparing each operator to get the job done right.

Equipment Safe Operation Training for Customers:

Herc Rentals provides Equipment Safe Operation Training to our customers using our qualified instructors for the following equipment we rent. All courses include hands on practical training and evaluation. Upon successful course completion, you will be issued a wallet card and certificate

Operator Certification Courses:

- Aerial (Scissor, Boom, Manually Propelled AWP)
- Forklift Class I, IV, V
- Dust Control
- Variable Reach & Straight Mast Forklift Class VII
- Review course Content
- Review Course Objectives

Train-The-Trainer:

- Aerial
- Dust Control
- Forklift

Training Courses Include:

- Formal instruction (e.g., lecture, discussion, written material, and manufacturer's videos)
- Practical training (demonstrations and exercises performed by the trainee)
- Evaluation of the operator's performance in the workplace (in collaboration with customer)

Content Reviewed in Courses:

- Equipment Related Topics
- Workplace Related Topics
- Requirements of the relevant Standards (OSHA/Provincial/ANSI/CSA)

Herc also provides custom built training programs based around our ProControl system that are available upon request.

3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

The Herc Rentals ProSolutions team is experienced in assisting customers with planning and executing on challenging situations that require a customized approach. From pumping and power generation to climate control and restoration, ProSolutions will deliver more than just equipment. Herc will engineer a solution that provides the necessary components for each situation.

Based on complexity, volume and demand, Herc has options to provide on-site solutions and/or mobile tool cribs. Complementing our proposed on-site facility, Herc is offering a customizable Tool Crib solution which will encompass a customer's basket of small tools as well as the ability to track items through our tool management system.

The immediate benefits would be realized through gains in efficiency, immediate service, and reduction in wait time. Long term efficiencies can be accomplished through the monitoring of key performance indicators:

- Outstanding items – Tools on rent categorized by employee, team, supervisor, tool class and expected return date.
- Issuance tracking – Transaction level reporting including check in/check out date.
- Inventory Summary – overview of inventory available, on rent, under repair, scrapped or lost.
- Down Equipment Report – Detailed overview of items that are unavailable due to operator error, including incident details and repair history.

These functions would provide visibility and accountability, driving efficiency with respect to reducing lost tools, overdue rentals and cost of ownership. Herc would work with a customer to identify which solution is most compatible for the customer's operations and provides the greatest value. Herc Rentals is also forward looking and by analyzing historical utilization trends, we will continuously mold inventory levels, to meet our goal of 100% fill rates on orders.

## **SITE ROLLOUT/PROCESS**

Herc will work with a customer to implement a tailored approach for meeting all ordering and reservations requirements. Herc's proposed onsite will have full service capabilities, including access to the core equipment found in the customer's basket of goods, mechanics and technicians providing maintenance or repair on equipment. Once the agreement is finalized, a custom Implementation Guide is developed to outline and help implement the final specifications.

The Implementation Guide would be custom designed for each customer account location to cover business operations and would contain, but would not be limited to:

- Safety Compliance and continual improvement
- Herc/Account Contacts
- Ordering Procedure – what information is required at time of rental request
- Proper PO formats and authorization procedure (initial and extensions)
- Contract Business Specifics – Pricing, Overtime, Fuel, Delivery, etc.

4. Please describe any emergency response programs or services you offer to Public Agencies.

Herc specializes in getting our customers back up and running after disaster strikes with our rapid response, command center setup and our specialized fleet. Such as pump, power, climate control, dehumidification and drying equipment is at the ready and can be deployed quickly to the impacted area.

- Pumps
- Power Generation
- Dehumidification (LGR & Desiccant)
- Small Tools
- Traffic Control
- Lighting
- Debris Removal
- Drying Equipment
- Air Quality Control
- Restoration and Remediation
- Containers

#### **Expertise that Extends Beyond Just Equipment**

Our disaster recovery capability isn't limited to just providing the equipment. Herc Rentals also has a fully trained force of remediation and recovery experts available 24/7. These teams, strategically located throughout North America, can be mobilized quickly and efficiently.

#### **Instant Response Remediation Vehicle**

Herc Rentals' instant response vehicle is loaded with the right equipment for all of your remediation, restoration, and portable cooling needs. Let us deliver your complete package.

5. Please describe any fleet management programs or products you offer to Public Agencies.

ProControl allows customers to create a personalized web experience to improve management of their Herc Rentals account. Customers have the ability to improve utilization of their equipment rentals, while obtaining account specific information in real-time. Create a personal profile which is saved and stored throughout the application for rental and reporting operations. Profiles can be reviewed and modified at any time. **PLEASE SEE TAB-F FOR MORE INFORMATION ABOUT PROCONTROL** which drives efficiencies and cost savings.

#### 4 Key Principals

- Account Administration
- Personalized Experience
- Online Reporting Functionality
- Equipment Management

## Key Features

- User Profile Management & Invitation
- Administrator Access for User Rights
- Online Operation and Financial Reporting
- Rental Rates & Quote Estimations
- Automatic Scheduling of Reporting
- Alerts for Overdue Equipment (cost savings)
- Online Invoice Paying
- Real-Time Reservations
- Dashboard and Detailed Report Views
- Extend & Release Rental Functionality
- Advanced Roll-Up Account Reporting
- Telematics
- Equipment GPS Tracking
- Utilization Reporting

## Environmental –

1. Provide a brief description of your company’s environmental initiatives, including your company’s environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

## ENVIRONMENTAL MANAGEMENT POLICY

Herc Rentals is committed to minimizing the impact of our equipment rental operations on the environment by implementing programs that incorporate sound environmental policy. We will operate in accordance with all relevant local, state, and federal regulations and will strive to use pollution prevention and best management practices throughout our branches to:

- Handle, store, and dispose of substances that are defined as hazardous material in compliance with local, state, and federal regulation;
- Reduce, reuse, and recycle our waste products as much as possible;
- Minimize water consumption and ensure safe water treatment within our branches by incorporating innovative design of waste water treatment systems;
- Minimize energy consumption by employing energy reducing initiatives;
- Conduct regular training for staff working in and around petroleum storage tanks to inform on hazardous materials stored onsite, as well as regular inspections of storage tanks, dispensers, and critical safety devices;
- When required by local, state, and federal regulations, develop and maintain appropriate emergency and spill response programs;
- Whenever possible, purchase products and services that do the least damage to the environment and communicating this commitment to our vendors;
- Monitor the environmental impact of our business practices and review our progress on a continual basis; and
- Promote environmental stewardship and best management practices to our customers that utilize rental equipment.

## KEY ENVIRONMENTAL DATA

Charts for:

- Electric
- Natural Gas
- Water
- Wastewater
- Recycled Oil

### **Dedicated staff for Environmental Initiatives**

Michelle Cevallos, Environmental Affairs Manager for Herc Rentals, is an Environmental Engineer with 15 years' experience in compliance and sustainability. Michelle's key responsibilities include driving environmental initiatives, reducing liability, and ensuring compliance with environmental regulations. Michelle has developed a Corporate Program for fuel tanks, including upgrades, removals, and compliance. She has created Herc's Environmental Policy, internal operating procedures, and is a co-author on the Corporate Citizenship Report, released annually. In addition, Michelle provides technical guidance and recommendations for business decisions to other departments, training initiatives, negotiates contracts with vendors and consultants, maintains the department budget, minimizes operating expenses, minimizes penalties and notices of violations, provides support to field staff, and stays up to date continually changing environmental regulations across the United States and Canada. Prior to working with Herc, Michelle worked for the 13 years conducting research, regulating environmental resources, compliance, noise and air quality, as well as public outreach.

2. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

Herc Rentals regards sustainability as embedded into the operational fabric of the company. Our efforts to improve efficiency, reduce waste and enhance safety directly correlate to more sustainable outcomes. At the same time, every day we work with our customers to achieve more sustainable outcomes by helping them select the right equipment for their projects, offering gear that meets or exceeds fuel efficiency standards, and sourcing equipment that offers reduced environmental impact.

We estimate that at minimum approximately 40% of our applicable equipment rental fleet is Tier 4 (latest equipment meeting emissions control standards) compliant, with that percentage expected to increase each year through normal fleet rotation. We expect our entire applicable fleet to achieve Tier 4 standards by 2022. We also are seeking to introduce energy-efficient products into our fleet where possible, such as LED-light equipped portable light towers and electric-powered industrial forklifts, which we now offer as part of our expanding rental solutions suite.

Across our operations, we have deployed a closed-loop recycling program for used oil through a third-party partner (Safety-Kleen). In 2017, this program recycled approximately 230,000 gallons of oil and avoided nearly 1,900 metric tons of greenhouse gas emissions, or the equivalent of approximately 210,000 gallons of gasoline consumed. We also continue to focus on reducing electricity and natural gas consumption across our facilities. Of note, nearly 30% of our North American branches have converted to energy efficient LED lighting. In addition, we have installed solar-energy generating systems in select branches where feasible, which in 2017 created approximately 324,000 kWh of energy.

Water consumption correlates to business activity and, in particular, the amount of cleaning required as equipment is processed from off-rent to ready-to-rent. In 2017, our business activity increased significantly compared to 2016, which contributed to higher water consumption year-over-year. We remain focused on reducing our water consumption, including through the use of recycle water wash systems, which we now employ in more than 70 of our North American branches.

3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

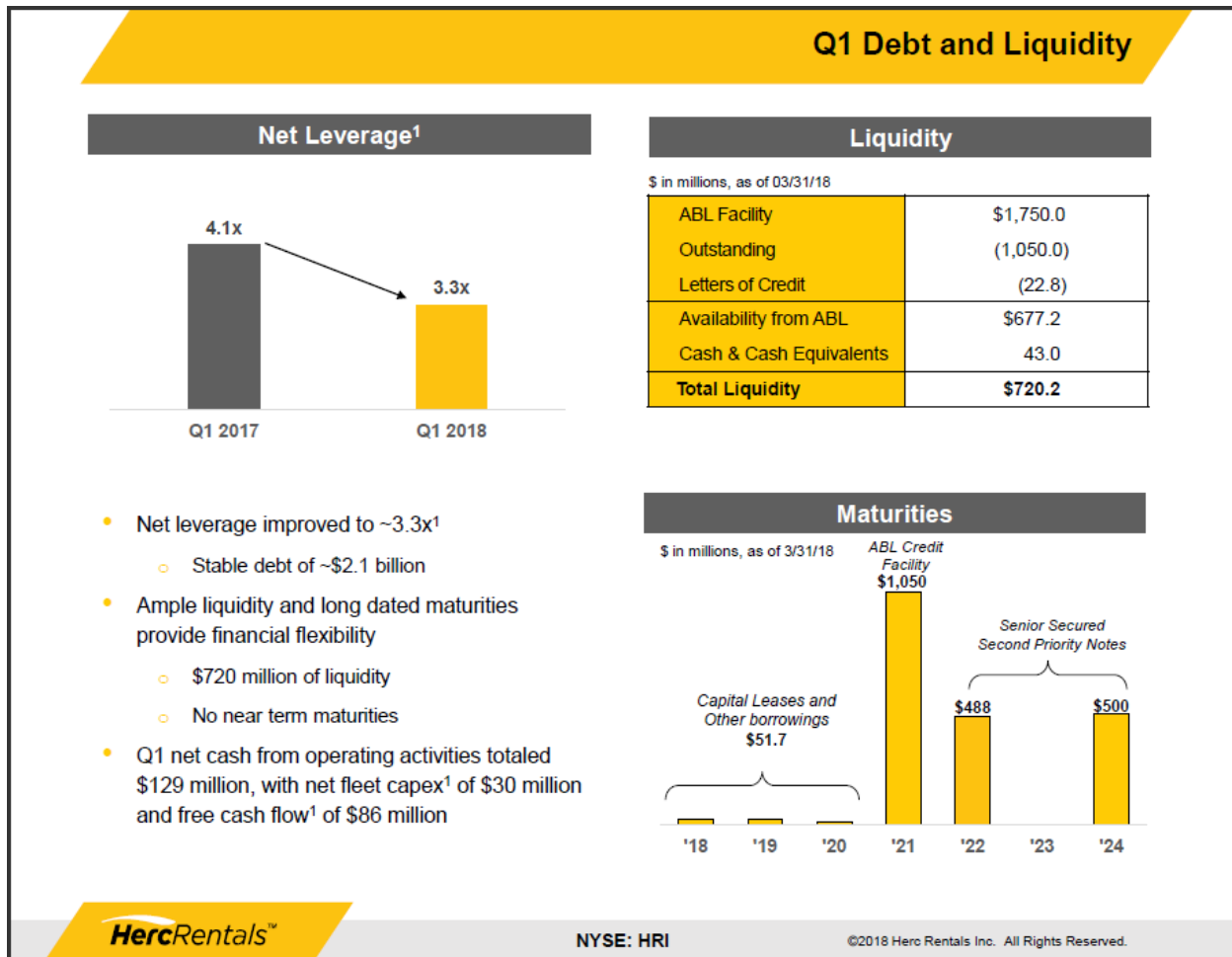
As stated in section 2 above, Herc prides itself on being a leader in moving our industry to forward thinking and producing a greener environment. As part of this movement, Herc has put focus on buying and renting fleet that reduces our carbon footprint.

## Financial Statements

1. Submit your latest Dun & Bradstreet report.

**PLEASE SEE TAB-B FOR OUR LATEST D&B REPORT.**

Please see the below Q1 2018 Debt & Liquidity overview.



2. Please include an audited income statement and balance sheet from the most recent reporting period.

**PLEASE SEE TAB-B FOR OUR AUDITED & CONSOLIDATED FINANCIALS.**



### **Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

**PROCONTROL - Please see the attached ProControl Brochure located in TAB-F and our ProControl Video located on the flash drives provided.**

### **PLEASE SEE TAB-G FOR MORE INFORMATION REGARDING THE BELOW:**

- LARRY SILBER, PRESIDENT AND CEO: U.S. Communities Message – Please see the attached video
- HERC RENTALS SOLUTIONS GUIDE – Please see the included standalone Brochure
- PROSOLUTIONS – Please see the attached Brochure and Video
- ON-THE-GO – Please see the attached Brochure
- SAFETY TRAINING – Please see the attached Safety Training Flyer

## Exceptions to Sample Contract

Section 21 ACCEPTANCE OF PRODUCTS/SERVICES: Herc requests to delete the first sentence and replace it with:

The Equipment shall be deemed to be accepted by City upon delivery and subject to the terms and conditions of this Agreement if City does not notify Company in writing within 48 hours of delivery of the Equipment of any problem with the Equipment.

Section 23 NO LIENS: Herc requests to add:

The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the Rental Documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will defend, indemnify and hold Company harmless from all loss, liability and expense by reason thereof.

Section 33 INDEMNIFICATION: Herc requests to add:

**INDEMNIFICATION:** City will defend, indemnify and hold harmless Company, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, with respect to maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment, or City's failure to comply with the terms of this Agreement.

Herc requests to add as Section 45:

**CITY'S RESPONSIBILITIES:** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tanks(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

Herc requests to add as Section 46:

**RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. THE COST OF LABOR FOR SUCH REPAIRS WILL BE EITHER SUPPLIER'S THEN PREVAILING REASONABLE HOURLY RATE FOR LABOR, POSTED AT THE SUPPLIER BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S REASONABLE HOURLY RATE FOR LABOR CHARGED TO SUPPLIER FOR SUCH REPAIRS, AS THE CASE MAY BE. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment, and further agree to indemnify and hold harmless Company, its subsidiary and affiliated companies, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including but not limited to reasonable attorneys' fees, arising out of such loss and damage to the extent such loss or damage is not the result of latent defect(s), fault or negligence of Company. In the event of concurrent responsibility, each party shall share equally in the defense and indemnity cost.

Herc requests to add as Section 47:

**LIMITATION OF LIABILITY:** CITY AGREES THAT THE MAXIMUM LIABILITY TO WHICH COMPANY MAY BE LIABLE OR RESPONSIBLE TO CITY OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE EQUIPMENT AND/OR THIS RENTAL AGREEMENT SHALL BE THE TOTAL RENTAL CHARGES PAID BY CITY UNDER THIS AGREEMENT. CITY WAIVES ANY AND ALL CONSEQUENTIAL, INDIRECT, SPECIAL AND PUNITIVE DAMAGES.

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT ("Agreement") is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and Herc Rentals Inc. \_\_\_\_\_ ("Supplier").

**RECITALS**

WHEREAS, \_\_\_\_\_ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of \_\_\_\_\_ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights,

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privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

**ARTICLE II**

**TERM OF AGREEMENT**

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

**ARTICLE III**

**REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States

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Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

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(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or



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requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads

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identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- Co-amendments;  
registration
- (1) U.S. Communities standard logo with Founding Sponsors logos;
  - (2) Copy of original procurement solicitation;
  - (3) Copy of Master Agreement including any
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities' online page; and
  - (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: [uscommunities@\(name of supplier\).com](mailto:uscommunities@(name of supplier).com).

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(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

**ARTICLE IV**

**PRICING AUDITS**

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Pul made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public

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Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

**ARTICLE V**

**FEES & REPORTING**

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

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5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

**ARTICLE VI**

**MISCELLANEOUS**

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

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6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:                      U.S. Communities  
9711 Washingtonian Blvd. Suite 100  
Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

Supplier:                                      Herc Rentals Inc.  
27500 Riverview Center Blvd.  
Bonita Springs, FL 34134  
ATTN: Greg Reyburn  
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct,

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**Required U.S. Communities Information**

and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE


By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Supplier:

Herc Rentals Inc.

By  \_\_\_\_\_

Name: Jason Oosterbeek

Title: Vice President