

MA 18P 2310130000000000046

NEW

State of Maine



Master Agreement

Effective Date: 10/16/23

Expiration Date: 08/27/24

Master Agreement Description: Equipment Rentals - Sourcwell 062320-SNB

Buyer Information

William Allen	207-624-7871	ext. NULL	WJE.Allen@maine.gov
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Issuer Information

Donny Crockett	207-287-6522	ext.	Donny.Crockett@maine.gov
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Requestor Information

Donny Crockett	207-287-6522	ext.	Donny.Crockett@maine.gov
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Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID
VC1000087435

Vendor Name
SUNBELT RENTALS INC

Alias/DBA

Vendor Address Information

2341 DEERFIELD DRIVE

FORT MILL, SC 29715

US

Vendor Contact Information

CONTRACT TEAM
800-508-4762 ext.
contractteam@sunbeltrentals.com

Commodity Information

Vendor Line #: 1

Vendor Name: SUNBELT RENTALS INC

Commodity Line #: 1

Commodity Code: 97524

Commodity Description: EQUIPMENT RENTAL

Commodity Specifications: As per Equipment Rentals - Sourcewell 062320-SNB, documents attached and made part of this MA.

Commodity Extended Description: Equipment Rentals - Sourcewell 062320-SNB

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	10/16/23	08/27/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name:

T&C Details: Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 11/13/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement Officer

SUNBELT RENTALS INC

DocuSigned by:
Kimberly Quirk 11/13/2023
BAA1A5585C0D49B...

Signature Date

Kimberly Quirk, Contract Manager

Sunbelt Maine Locations

SCARBOROUGH PC284	Sunbelt Rentals Inc.	M-F: 7:00 AM-5:00 PM	(207) 883-3200	(207) 883-3266	5 GLASGOW RD	SCARBOROUGH
		Sat: Closed				
BANGOR PC293	Sunbelt Rentals Inc.	M-F: 7:00 AM-5:00 PM	(207) 945-5635	(207) 945-3321	1216 HAMMOND ST	BANGOR
		Sat: Closed				
SACO ME CC PC1258	Sunbelt Rentals Inc.	M-F: 7:00 AM-5:00 PM	(207) 494-6070	(207) 494-6071	29 SPRING HILL RD	SACO
		Sat: Closed				
AUGUSTA ME PC1478	Sunbelt Rentals Inc.	M-F: 7:00 AM-5:00 PM	(207) 480-6323		59 LEIGHTON RD	AUGUSTA
		Sat: Closed				

Sourcewell Participating Addendum

Sourcewell Contract 062320-SNB

SOURCEWELL CONTRACT #: 062320-SNB**Contractor:** Sunbelt Rentals Inc**Contracted Commodity / Service:** Equipment Rental with Related Services**Participating Entity:** State of Maine**SCOPE AND PARTICIPATION:**

1. **Scope:** This Participating Addendum includes the entire scope of the products and services available through the Sourcewell Contract.
2. **Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Contract between Sourcewell and the Contractor for short term Equipment Rental with Related Services. This Participating Addendum may be used by all State of Maine departments, agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state. Issues of interpretation and eligibility for participation are solely within the authority of the State of Maine Chief Procurement Officer.
3. **Term:** This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Contract, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
4. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Natalia Welch, Director of Government Sales
Address:	
Telephone:	912-247-0870
Fax:	
Email:	natalia.welch@sunbeltrentals.com

PARTICIPATING ENTITY:

Name:	William Allen
Address:	111 Sewall ST., SHS 9, Burton Cross Office Building, Augusta ME 04333-0009
Telephone:	207-624-7871 or 207-624-7340
Fax:	
Email:	Wje.allen@maine.gov

PARTICIPATING ENTITY MODIFICATIONS AND ADDITIONS TO THE SOURCEWELL CONTRACT

This Participating Addendum incorporates all terms and conditions of the Contract as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Contract itself.

- A. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
- B. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
- C. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- D. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
- E. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
- F. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for

without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

G. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.

H. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

Sourcewell Participating Addendum

Sourcewell Contract 062320-SNB

- e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- I. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
- J. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- K. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This

Sourcewell Participating Addendum

Sourcewell Contract 062320-SNB

subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

- L. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
- M. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- N. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
- O. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
- P. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- Q. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- R. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the

Sourcewell Participating Addendum

Sourcewell Contract 062320-SNB

Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

- S. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

The State agrees that at the time it executes a purchase order for good and/or services under this Agreement it has money appropriated to pay for such goods and/or services.

- T. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- U. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

Rider C Exceptions
 Rider B Terms and Conditions
 Rider A Scope of Work
 Payment Rider
 Rider D Included at Department's Discretion
 Rider E Included at Department's Discretion
 Rider F Included at Department's Discretion
 Rider G Identification of Country in which contracted work will be performed
 Business Associate Agreement included at Department's Discretion
 Other Included at Department's Discretion

- V. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
- W. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State

for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

- X. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
- Y. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
- Z. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

Sourcewell Participating Addendum

Sourcewell Contract 062320-SNB

- c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
5. **Lease Agreements:** All lease agreements for State of Maine departments, agencies or quasi agencies must be approved by the Procurement Services Chief Procurement Officer (CPO) before signed and implemented. Political Subdivisions may enter into lease agreements without Procurement Services CPO approval.
6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's Sourcewell specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Contract.
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Sourcewell contract unless the parties to the order agree in writing that another contract or agreement applies to the order. The State of Maine will not be responsible for any order placed by Political Subdivisions. All orders will originate from these groups and they will be liable for all payments.

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY**CONTRACTOR**

Signature: DocuSigned by: <i>David Morris</i> 2A644AF5681F482...	Signature: DocuSigned by: <i>Kimberly Quirk</i> BAA1A5585C0D49B...
Name: David Morris	Name: Kimberly Quirk
Title: Acting Chief Procurement Officer	Title: Contract Manager
Date: 10/13/2023	Date: 10/13/2023

**Solicitation Number: RFP #062320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sunbelt Rentals Inc., 2341 Deerfield Drive, Fort Mill, SC 29715 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts in the United States (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 27, 2024 unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be in good working order.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Any manufacturer's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Intentionally omitted.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the location of the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. The calculation of total sales will exclude transportation, fuel, environmental fees, labor, repair charges, damage charges, parts, taxes, surcharges, and Rental Protection Plan charges. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policy endorsement pages, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities. Participating Entities will be responsible for any license or permit required for the project for which equipment is rented, as applicable.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Due to the size and scope of Vendor's rental fleet, Vendor may be unable to confirm country of origin of each brand of equipment offered for rental.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 C.F.R. § 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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/26/2020 | 12:38 PM CDT

Sunbelt Rentals Inc.
DocuSigned by:
By: Stephanie L. Ransone
BAA1A5585C0D49B...
Stephanie Ransone
Title: Sr. Customer Contract Manager
Date: 8/26/2020 | 12:02 PM PDT

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/26/2020 | 2:04 PM CDT

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name: Sunbelt Rentals
Does your company conduct business under any other name? If yes, please state: No
Address: 2341 Deerfield Drive
Fort Mill, sc 29715
Contact: Natalia Welch
Email: natalia.welch@sunbeltrentals.com
Phone: 912-247-0870
HST#: 58-04-15192

Submission Details

Created On: Friday June 05, 2020 12:50:34
Submitted On: Tuesday June 23, 2020 08:13:56
Submitted By: Natalia Welch
Email: natalia.welch@sunbeltrentals.com
Transaction #: 5f7f4bb4-c9fb-4f99-9429-63f3096f57dc
Submitter's IP Address: 170.76.226.220

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Sunbelt Rentals, Inc.
2	Proposer Address:	2341 Deerfield Drive Fort Mill, SC 29715
3	Proposer website address:	www.sunbeltrentals.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Stephanie Ransone, Sr. Customer Contract Manager 2341 Deerfield Drive, Fort Mill, SC 29715 800-508-4762 contractteam@sunbeltrentals.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Natalia Welch, Director of Government Sales 2341 Deerfield Drive, Fort Mill, SC 29715 Natalia.welch@sunbeltrentals.com 803-578-5199
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Fellows, Government Account Manager 616-201-6601 mike.fellows@sunbeltrentals.com Matt Rolfe, Regional Account Manager 843-339-0560 matt.rolfe@sunbeltrentals.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Sunbelt Rentals, Inc. and its affiliates ("Sunbelt") are equipment rental companies that specialize in the broadest range of rental equipment in the industry. Established in 1983 and headquartered near Charlotte, North Carolina, Sunbelt has evolved from a small, local operation to a giant in the rental industry today. Sunbelt is a wholly owned subsidiary of Ashtead Group plc which is headquartered in London, England and is the second largest rental company in the UK operating as A-Plant. Building on its solid foundation in the Southeast, the company has now established itself as the second largest rental company in the United States and will continue to grow through green field initiatives and acquisitions. Sunbelt is strategically positioned with convenient locations to provide superior customer service with more than \$10 billion in rental fleet and over 900 plus locations combined across 46 states within the contiguous United States, including Hawaii, and in four provinces in Canada.

8	What are your company's expectations in the event of an award?	The expectation for a Sourcwell award is to align Sunbelt Rentals with a Best in Class government cooperative resulting in a mutually beneficial partnership that will propagate the transition from ownership to rental within the public sector. This concept is in it's infancy, and represents an emerging market with mutually limitless potential. This is particularly the case when factoring in Sunbelts equipment and service capabilities beyond general tool and construction equipment. We are seeking a partnership focused on providing value to a diverse group of participating entities who represent an emerging market with equipment and solutions.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See Attached Financial Statement	*
10	What is your US market share for the solutions that you are proposing?	8%, 80 Billion industry	*
11	What is your Canadian market share for the solutions that you are proposing?	4%, 344 Million industry	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Sunbelt Rentals is a service provider. Our service is making the necessary item for any particular purpose available to a participating entity on an as needed basis. Sunbelt Rentals locations are company owned. Our sales and service staff are all Sunbelt Rentals employees. There is no third party involvement. Our main office, or "Headquarters" is referred to as the "Support Office". The "Support Office" assists Sunbelt Rentals sales and service staff with a cohesive message resulting in the consistency & dependability our customers expect. Sunbelt Rentals has set the bar for expectations in the rental industry. One Company, One Mission, One Message. - Make It Happen for our Customer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In 2011 Sunbelt was awarded a 3-year contract with Hillsborough County, Florida. In August 2012 a Sunbelt employee acting alone notified the County that he no longer wanted to service the contract and asked the contract to be terminated. The Sunbelt corporate office was never notified of the cure notice sent by the County, and the employee was not aware of the repercussions of his actions, so Sunbelt did not cure and the contract was terminated in Feb. 2013 and Sunbelt was placed on a debarment list from 2/5/2013 through 2/4/2015. Sunbelt's corporate office was made aware of this debarment in early 2014. At that time an internal investigation was made, determining that the situation was caused by an employee acting outside of proper protocol and was an isolated event. Sunbelt does business with state and local governments in Honda and across the county. The Hillsborough County debarment was lifted on February 4, 2015. Hillsborough County has reached out to Sunbelt to participate various RFQs and recently awarded a contract for equipment rentals for the County.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Sunbelt Rentals is recognized by the Equipment Rental Registry as one of the largest rental company in the United States. Sunbelt is a proud supporter of the Gary Sinise Foundation and received the "military-friendly employer award".
17	What percentage of your sales are to the governmental sector in the past three years	The government sector sales are approximately 10% of the overall Sunbelt Rentals revenue, including federal, state, local and education sectors.
18	What percentage of your sales are to the education sector in the past three years	Approximately 40% of the government sector revenue is generated by K-12 school districts and higher education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sunbelt Rentals holds the following cooperative contracts and their corresponding rental revenue: Omnia Partners Public Sector-\$20 million/year E&I- \$700,000/year
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sunbelt Rentals holds a GSA contract with revenue of \$4 million/year

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Charlotte Water and Utilities	Adrienne Lewis	704-336-1050
City of Dallas	Matthew Johnson	214-670-5202
City of Miami	Eric Carpenter	305-673-7010
Charlotte Douglas International Airport	Adam Jarman	704-591-8649
North Carolina Department of Public Safety and Emergency Management	Greg Weavil	919-717-2426

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Town of Millbridge	Government	Georgia - GA	Sewer Bypass	\$1.2 Million	\$3.6 Million
Town of Bedford	Government	Georgia - GA	Maintenance - General Construction Equipment Rental	\$30,000	\$4.1 Million
Town of Waterboro	Government	Maryland - MD	Maintenance - General Construction Equipment	\$150,000	\$4.5 Million
University of South Alabama	Education	Alabama - AL	Facility Maintenance	\$7900	\$2.4 Million
JEA	Non-Profit	Florida - FL	General Construction Rental Equipment	\$1.2 Million	\$3.6 Million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	4,500 Sellers.
24	Dealer network or other distribution methods.	N/A Sunbelt Rentals locations are corporately owned.
25	Service force.	Sunbelt Rentals has 6,500 service Technicians on staff.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We constantly advance the idea of what an equipment rental company can do for its customers, through unmatched customer solutions.</p> <p>At Sunbelt Rentals, we are committed to delivering the equipment, service, and expertise your project requires. Backed by the support and strength of an extensive network of local rental locations, empowered to do whatever it takes to deliver ready-to-work equipment when and where needed. We promise our customers we will MAKE IT HAPPEN.</p> <p>AVAILABILITY - We promise to have our core equipment available in the market you are in, or we will leverage our network to source it.</p> <p>RELIABILITY - We will deliver your equipment within 1 hour of our promised delivery time.</p> <p>While our equipment is on rent, we will be on site within 1 hour of our promised service time.</p> <p>We provide 24/7 customer support & Response.</p> <p>EASE - We promise total customer satisfaction – in-person, online, and by phone.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sunbelt Rentals is eager to proudly serve customers throughout North America with planned and unplanned needs. Our people, range of products, and broad solutions set us apart in the rental industry, enabling us to provide unparalleled customer experiences. - Local Muscle, National Hustle.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sunbelt Rentals is eager to proudly serve customers throughout North America with planned and unplanned needs. Our people, range of products, and broad solutions set us apart in the rental industry, enabling us to provide unparalleled customer experiences. - Local Muscle, National Hustle.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Alaska
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations on our ability to serve participating entities.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our goal at Sunbelt Rentals is to build a successful relationship with Sourcwell by promoting an awarded contract agreement with new and existing government and non-profit customers. The plan below outlines key marketing initiatives and strategies we will implement to help achieve that goal.</p> <p>Marketing opportunities will be identified and focused on with National & Regional sales and marketing campaigns. These will be targeted, sales-focused efforts. The primary purpose will be aligning customers with Sourcwell, building relationships, providing value, and driving revenue. The sales and marketing campaign will be developed and monitored using the Sunbelt Rentals Accelerate application to ensure customer contact and consistent interaction. Our focus will be on the top opportunities within our current book of business along with the top opportunities developed and provided in partnership with Sourcwell. Follow up reporting will be reviewed to look at strategy and implement future best practices.</p> <p>Sunbelt Rentals will work collaboratively to develop a brochure for prospective members outlining the benefits of the contract partnership. This marketing brochure will highlight the benefits of renting, including cost efficiencies and expanded capabilities. It will also include a summarization of all Sunbelt divisions including: general constructions equipment, pump solutions, power transmission, floor care, climate control, temporary bridging, ground protections, and trench shoring.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Sunbelt Rentals uses a wide range of digital data in our marketing strategy. We use and maintain multiple social media outlets for customer knowledge, awareness, and community involvement. From showcasing a new product to responding to a customers needs in the middle of the night. Constant contact through multiple outlets is particularly beneficial to those with mission critical needs like power generation, HVAC, Fluid movement, or pumping.</p> <p>All Sunbelt Rentals marketing materials and support documents are housed within our Accelerate application. The application allows field representatives immediate access to all materials and marketing brochures resulting in the ability to share with customers on the go or post to one of our social media outlets.</p>

34	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>In our view, Sourcewell's role is to provide value to participating entities through Best in Class contract vehicles from world class suppliers. Moreover, our hope would be for Sourcewell to educate its membership on the merits of equipment rental and help align member opportunities with awarded suppliers while serving as a resource to provide guidance for growing any awarded contract.</p> <p>The integration of an awarded contract into the Sunbelt Rentals sales process has multiple layers. Upon completion of an implementation meeting with Sourcewell where mutual objectives are outlined, our internal roll-out begins. That process includes a company wide announcement, updated marketing materials, social media announcements, the update our our website to reflect contract details, regional announcements with impact calls, the exchange of membership participation list(s), the development of Sourcewell training documents for our sellers by Sunbelt University (SBU), the loading of account assignments into into CRM and Sunbelts Accelerate application.</p> <p>This strategic and tactical aspects of integration and execution are managed and overseen by Sunbelt Rentals dedicated Government sales team with input from Sourcewell and Sunbelt Rentals executive management. Sunbelts sales force is made up of 8000 team members throughout North America. These team members work within geographic regions. Our Government team also works within these regions providing direction on our sales efforts as they relate to public sector customers, training on the features and benefits of any resulting contract, and working alongside our sales representatives calling on participating entities. Our Government team also manages a book of business targeting our largest public sector opportunities. Additionally, the Sunbelt Rentals Government team works with each of the Regional Vice Presidents and Regional Sales Director within our 14 regions to ensure a cohesive message and sales effort for any resulting contract. This message flows to each company district and the locations within that district. Integration is supported by inside sales staff, and our Accelerate application which empowers our sale force with visibility to all customers in a geographic area, the ability to manage a calendar of appointments, and retain and share notes on any customer or prospect.</p>
35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Sunbelt Rentals provides an array of methods for our customers to engage in business with us. The era of COVID-19 has put e-procurement on the forefront of renting equipment. Sunbelt offers the ability to rent online through our company website www.sunbeltrentals.com. Sunbelt Rentals also has the ability to integrate with a customers through Punch-Out catalogs. However, the most widely used ordering e-procurement process for Sunbelt Rentals customers is our Command Center application which is accessed through our website. Profile's are created with a username and password based off of account number. Once the online account is set up a customer has access to completely have control over their account. They can place orders, track fleet on rent, see mots frequently rented equipment, pay invoices, schedule future rental needs, request equipment pick up, track order history, or even request a service call. This is a very robust system giving customers everything they need by computer mobile application.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sunbelt Rentals puts safety first for both you and our team each and every day. We strive to lead the industry in safety, health and environment performance through: Continued improvement of SH&E management systems, Customer and employee training, and Serious Injury and Fatality (SIF) prevention with an Industry-leading team of safety professionals. Equipment familiarization and safety precautions standard training provided with all rentals. Additionally we provide also multiple in person and online operational and certification training through Sunbelt University, and our safety trainers. Optional training classes and associated costs are listed in the attached documents section. Sunbelt also provides customized training per the customers request.	*
37	Describe any technological advances that your proposed products or services offer.	In addition to offering one of the youngest and most diverse equipment offerings in the industry, Sunbelt Rentals has developed a digital platform that empowers our end users to; Manage equipment rentals, Fleet, job sites, order status, pick-up,maintenance, and re-order from our website or mobile application anywhere or anytime. This advancement is known as Command Center. Please see the attached documents in section 2.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sunbelt Rentals complies with environmental laws, including all laws related to waste disposal, air emissions, discharges, toxic substances and hazardous waste disposal. The make up of our fleet offering makes it difficult to have a certifying agency blanket the operation of the entire organization. We do have best practices in place for our operations, and fleet that meets various equipment specific requirements. For example; combustible engines. Information can be provided upon request.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sunbelt Rentals offers a multitude of Tier 4 compliant equipment with the latest emissions technology. We also offer many electric and LP gas alternatives, smart equipment efficiency monitoring, Silica dust extraction compliant equipment, and more.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Simply put, our willingness to Make it Happen for the customer and the diversity of our fleet is what sets us apart. Sunbelt Rentals is one of the largest equipment rental providers in North America with over 15,000 team members and 870 locations. Our current fleet value is over \$10 billion and is comprised of the youngest and broadest fleet offering in the industry. We have common equipment as well as the equipment many customers never anticipate needing. We served thousands of customers responding to the COVID-19 crisis with power generation, air quality, material handling, temporary flooring, cleaning equipment, and more.</p> <p>We set the standard in our industry by constantly advancing the idea of what a rental company can do for its customers, through unmatched solutions, uncompromising safety, and continuous innovation. With company growth averaging 20% for multiple years in a row, we have the knowledge and know how to service our customers, while a majority of this growth is done organically.</p> <p>Moreover, Sunbelt employs a dedicated Government sales team that posses a vision for what Equipment Rental could be for the public sector, and the drive to take it there. Sunbelt Rentals has the "Sunbelt Promise" that gives our customers piece of mind knowing we will have the equipment they need when they need it. The first part of our promise is for us to have our core equipment list available. The second part of our promise is the equipment will remain operable throughout the entire rental, if its not we have 4 hours to replace or repair. Last, is our promise to respond, our promise to our customers is to respond to them within one hour, this is 24hours a day and seven days a week.</p> <p>We hope we're able to achieve that vision in partnership with Sourcewell. In the documents section we've included a cover letter and executive summary highlighting more about our capabilities and that which sets us apart.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sunbelt Rentals is not an equipment manufacturer, and does not warrant equipment. Equipment warranty is a function of the original equipment manufacturer. Warranty claims on rental equipment will be passed on to the OEM by Sunbelt Rentals.
47	What are your proposed exchange and return programs and policies?	N/A unless it's relative to an equipment rental that has experienced a breakdown. While our equipment is on rent, we will be on site within 1 hour of our promised service time. Equipment will be up and running within 4 hours, or swapped out with No Charge for the equipment that day.
48	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Due upon receipt of invoice, however we will accept participating entity terms up to 30 days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No, Sunbelt Rentals is an equipment rental provider. The value proposition of renting equipment is only paying for the time you've rented it.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Purchase orders will be placed directly with Sunbelt Rentals via phone, fax, web, in person, or online. All transactions are completed within the Sunbelt Rentals point of sale, and recorded, and available for audit, reporting, or administrative fee calculations.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sunbelt Rentals accepts p-card payments at no additional costs.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Sunbelt Rentals pricing model consists of a market basket reflecting our most frequently rented public sector items expressed in not to exceed terms. Additionally, we are offering our entire catalog which can be found on www.sunbeltrentals.com . A discount discount from our Day, Week, and Month book rates will be given on all items outside the market basket. The discount from book rate allows us to offer our entire catalog providing for a competitive rate for each participating entity in each geographic market for every category & classification of equipment. We've attached a statement of pricing and taken an exception
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The market basket & discount from Day, Week, and Month book rates reflects competitive rates for our most frequently rented public sector items. The pricing was developed with historical usage data, contract and bid awards. The discount structure for items outside the market basket will be 5% off of the Day rate, 10% off the week rate, and 15% off of the Month rate. Book rates vary for geographic areas depending on market conditions. Discounts will remain the same, yielding competitive rates for participating entities in any given geographic area.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Sunbelt Rentals will offer additional Day, Week, and Month rate discounts from book rate in exchange for rental volume. This will be available for participating entities willing to execute a participating addendum, and associate some form of purchase order with it. Additional discounts will be dependent on the rental volume.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" items will be equipment currently not in the Sunbelt Rentals fleet that a specific participating entity would like to have access to, or removed from their fleet. Sunbelt Rentals will take into consideration the possibility of acquiring equipment and providing it as a rental item on an as needed basis to the participating entity. This is not an exclusive offer to purchase equipment from the participating entity.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The potential for set up exists with large specialty projects such as a large sewer bypass, or large scaffolding erection. These are engineered solutions that often require professional set up. Set up charges will be quote at the time of request.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard Pick-up & delivery apply. Charges equal \$125.00 each way and \$3.85/mile thereafter. Canadian rates are 165.00 each way and \$3.50/km thereafter.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sunbelt Rentals owns and operates it's own delivery fleet. Our North American footprint uniquely positions us to move equipment quick and efficiently. When necessary we will use a third party hauler.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Pricing within the proposal includes a market basket reflecting our most frequently rented public sector items and a discount from book rate on items not listed in the market basket. The discount from book rate allows us to offer our entire catalog providing for a competitive rate for each participating entity in each market on every category & classification of equipment.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sunbelt locations operate in the same sales system called Wynne. Our Wynne system allows us to load customer pricing for each and every applicable account number. Once pricing is loaded in Wynne, each and every piece of equipment that has a loaded rate will auto populate with the correct pricing when any contract is written in any of our locations. The reporting aspect will be a combination of a manual and electronic format. Sourcewell member will need to provide a Letter of Participation in order for us to properly identify members currently in our system.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two percent (2%) administrative fee of equipment rental revenue.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sunbelt Rentals is a full line equipment rental company with over 8000 product lines. We will be offering a market basket equipment list that is compiled of the most frequently rented items within the government based off of historical data and research. We will also be offering our entire catalog based off of a % off book rate. Our offering will include General Tool & Construction equipment, Climate Control, Power Generation, Pump Solutions, Ground protection, Temporary bridging, Trench shoring, Scaffolding, Floor Care Solutions equipment, safety training, and any related equipment.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please see the attached line cards for the categories listed in question 64. Sunbelt Rentals offers over 90 categories of equipment. Within each category are subcategories, or classifications that are too numerous to list. We'll highlight several below that have been critical to the public sector.</p> <p>Pump solutions.</p> <ul style="list-style-type: none"> - water and sewer bypass set up, monitoring, and dismantling. - Engineered solutions for all fluid handling applications <p>Climate Control</p> <ul style="list-style-type: none"> - Air scrubbers & Negative air equipment - Turn key HVAC, Chiller, and boiler project solutions. - White-glove delivery, installation, and removal of temporary heating, cooling, dehumidification, and indoor air quality rental equipment <p>Power</p> <ul style="list-style-type: none"> - Small and large scale power generation - Drying - Backup power - Load bank testing <p>Temporary Bridging and Trench shoring</p> <ul style="list-style-type: none"> - Temporary pedestrian & automobile bridges - Trench shoring <p>Ground Protection</p> <ul style="list-style-type: none"> - Temporary Flooring - Ground protection - Access matting <p>Flooring Solutions</p> <ul style="list-style-type: none"> - Single largest provider of indoor and outdoor surface maintenance equipment <p>Industrial Heat</p> <ul style="list-style-type: none"> - Engineered solutions for large scale and specialized heating projects <p>We also offer multiple level training's found in our list in table 1 response.</p> <p>Please see attached documents to support these subcategories/Sunbelt Rental Specialty Divisions</p> <p>Titles of Documents include:</p> <ul style="list-style-type: none"> SBR Climate Control Facility Maintenance Capabilities Flooring Solutions Pump and Power Services Scaffold Services Shoring Solutions Command Center

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided to further clarify your offering, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Construction Equipment (describe heavy, medium or light in Comment field)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will offer all of our construction equipment in our proposal. There are multiple cat classes of equipment in our catalog offering. Heavy, Medium, and Light equipment is classified by weight, size, and transportation necessary to move specific equipment.
67	Construction Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will offer our entire construction tools offering in this proposal. This will include anything outside of construction equipment and include all general tool catalog offering.
68	Electrical Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will offer our entire electrical tools offering in this proposal. This will include all power generation, tools, and any related items on our catalog offering.
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will offer all of our HVAC equipment in this proposal. This will include portable heat and air, large HVAC, boilers, and chillers. Along with any other items related to our HVAC offering in our catalog.
70	Material Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will offer our entire material handling offering in this proposal.
71	Pumps	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will offer all pumps and related items in our proposal
72	Concrete and Masonry Equipment and Tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will offer all concrete and masonry equipment and related items in our catalog offering in our proposal.
73	Public Works and Utility Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All public works and utility equipment in our catalog offering will be included in our proposal.
74	Trucks and Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Trucks and Trailers will be offered in our proposal
75	Waste and Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All waste and debris handling will be included in our offering
76	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	All sized generators will be offering our proposal along with any related items.
77	Tree, Lawn, and Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All tree, lawn, and landscape equipment will be offered
78	Snow and Ice Removal Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Snow and ice removal equipment will be offered
79	Facility Maintenance and Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	This will include our floor care equipment offering as well as facility maintenance and cleaning equipment
80	Safety Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All safety equipment will be include din our offer.
81	Temporary Shelters and Seating	<input type="radio"/> Yes <input checked="" type="radio"/> No	we do not carry shelters or seating items
82	Audio Visual Equipment and Public Address Systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not carry audio visual or PA systems

83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	All traffic control products will be included in our offering	*
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Testing, calibration, emission monitoring, environmental conditions equipment will be offered	*
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our training programs will be offered in our proposal	*
86	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	used rental equipment will be offered in our proposal	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
87	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Year over Year Sales Volume, Invoice Count, Executed Customer Participation forms. Recognition as a key supplier from Sourcewell.
88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	Pick up and delivery, environmental fees, heavy equipment surcharge, fuel, rental protection plan, and permits. Pricing provided reflects the rental rate.
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	Sunbelt Rentals does not provide a rent-to-buy option for new equipment.
90	Describe your used rental equipment sales program, if applicable.	Sunbelt Rentals has a fleet age of 36 -48 months old. We have an equipment list that is generated each quarter that gives details on what pieces of equipment are available for sale. This equipment is available to all customers including customers that participate in the Sourcewell contract. Prices are dependent on age and condition of the equipment. Equipment is sold as is with no warranty. There is also no admin fee paid on the sale of any new or used equipment.

91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	<p>Sunbelt Rentals offers a wide rang of trainings. These include:</p> <p>ANSI/CSA MEWP Operator Manually Propelled 1a ANSI/CSA MEWP Operator Scissor Lifts 3a ANSI/CSA MEWP Operator Boom Lifts 3b ANSI/CSA MEWP Operator Tow Behind Vehicle Mounted 1b ANSI/CSA MEWP Operator Boom Lifts 3b, Scissor Lifts 3a ANSI/CSA MEWP Operator Tow Behind 1b, Boom Lifts 3b, Scissor Lifts 3a ANSI/CSA MEWP Operator Manually Propelled 1a, Tow Behind 1b, Boom Lifts 3b, Scissor Lifts 3a AWP MEWP Trainer Forklift Trainer Earthmoving Equipment Trainer ANSI/CSA Class 7 Rough Terrain and Class 1, 4, 5 Warehouse Forklift ANSI/CSA Class 7 Rough Terrain Forklift Trucks Telehandlers ANSI/CSA Class 1, 4, 5 Warehouse Forklift Earthmoving Equipment Operator: Backhoe Only Earthmoving Equipment Operator: Backhoe/Compact Excavator Earthmoving Equipment Operator: Backhoe/Compact Excavator/Front-End Loader Earthmoving Equipment Operator: Backhoe/Front-End Loader Earthmoving Equipment Operator: Compact Excavator Only Earthmoving Equipment Operator: Compact Excavator/Front-End Loader Earthmoving Equipment Operator: Dozer Earthmoving Equipment Operator: Excavator Earthmoving Equipment Operator: Front-End Loader Only Earthmoving Equipment Operator: Skid-Steer Only Earthmoving Equipment Operator: Skid-Steer/Backhoe Earthmoving Equipment Operator: Skid-Steer/Backhoe/Compact Excavator Earthmoving Equipment Operator: Skid-Steer/Backhoe/Front-End Loader Earthmoving Equipment Operator: Skid-Steer/Compact Excavator Earthmoving Equipment Operator: Skid-Steer/Compact Excavator/Front-End Loader Earthmoving Equipment Operator: Skid-Steer/Compact Excavator Earthmoving Equipment Operator: Skid-Steer/Front-End Loader Supported Scaffold User Hazard Awareness Supported Scaffold Competent Person Suspended Platform User Hazard Awareness Suspended Scaffold Competent Person Trench Shoring Safety Competent Trench Shoring Safety Awareness</p>
92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	<p>Sunbelt Rentals provides the daily, weekly, monthly scheduled maintenance, Preventative maintenance, and annual inspections based on machine hours, and manufacturer recomendations.</p>
93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	<p>The Sunbelt Rentals Promise states that a piece of equipment is deemed inoperable it is either replaced or repaired within 4 hours. If this timeframe is exceeded the rental that day is free. All efforts are made to replace or repair a piece of equipment as soon as possible.</p>
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	<p>We will use our network of 872 locations to fill the order. If the closest location does not have the equipment in stock we will communicate with the customer to give an accurate estimated delivery time.</p>
95	Describe the extent to which your proposal includes a customer owned equipment repair program. If applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.	<p>Customer owned equipment repair program is handled on a limited case by case basis. This can be negotiated at time of need. Customer equipment cannot be transported by Sunbelt Rentals due to insurance requirements. Equipment will have to be repaired on-site or transported by the customer.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - 2019 Ashtead Group - Full Financial Report.pdf - Monday June 22, 2020 07:06:54
 - [Marketing Plan/Samples](#) - Pump Power Services The Right Solution Set Takes the Right Mindset.pdf - Friday June 19, 2020 09:37:21
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Proposed Pricing MB 4 Sourcewell_.xlsx - Tuesday June 23, 2020 08:12:18
 - [Additional Document](#) - Sourcewell Zip File.zip - Monday June 22, 2020 12:40:26

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Stephanie Ransone, Senior Customer Contract Manager, Sunbelt Rentals, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Equipment_Rental_RFP_062320 Mon June 15 2020 09:00 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Equipment_Rental_RFP_062320 Tue June 9 2020 03:02 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Equipment_Rental_RFP_062320 Mon June 8 2020 03:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Equipment_Rental_RFP_062320 Wed June 3 2020 04:28 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Equipment_Rental_RFP_062320 Wed June 3 2020 07:49 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Equipment_Rental_RFP_062320 Mon June 1 2020 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Equipment_Rental_RFP_062320 Tue May 12 2020 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Equipment_Rental_RFP_062320 Tue May 5 2020 02:24 PM	<input checked="" type="checkbox"/>	1