

## Section Three, Part A – General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

### 1. RECITALS

**A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

**B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

**C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

**D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

**E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

**F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

**G.** CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

**H.** CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## 2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements**. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term**. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents**. CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement**. This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party.

Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
  - (1) General terms and conditions
  - (2) Specifications and scope of work
  - (3) Attachments and exhibits
  - (4) Documents referenced or included in the solicitation

## 2.6. **Confidentiality.**

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party

on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

**2.8. Notice & Opportunity to Defend; Limitations & Thresholds.**

- a. Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
- b. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

**2.9. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within

ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.10. Termination Rights.** The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

**2.11. Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**2.12. Audit of Winning Supplier.** CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**2.13. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master

Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.14. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

**a. Addresses for Notices.** Written notices for the Winning Supplier will be sent to the mailing address provided the Winning Suppliers proposal.

i If to **CCOG**:

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i If to **EQUALIS**:

i

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The Cooperative Council of  
Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

Equalis Group, LLC.  
Attn: Eric Merkle, SVP  
5550 Granite Parkway, Suite  
298  
Plano, Texas 75024

**2.15. Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**2.16. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall

continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**2.17. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**2.18. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**2.19. Nondiscrimination & Intimidation.**

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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# PROPOSAL FORM CHECKLIST

## The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

### TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

### OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: Ownership Disclosure Form**
- ☒ **Proposal Form 17: Non-Collusion Affidavit**
- ☒ **Proposal Form 18: Affirmative Action Affidavit**
- ☒ **Proposal Form 19: C. 271 Political Contribution Disclosure Form**
- ☒ **Proposal Form 20: Stockholder Disclosure Certification**
- ☒ **Proposal Form 21: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 22: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 23: Master Agreement Signature Form**

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

| 1. <u>OVERVIEW</u> & <u>QUALIFICATIONS</u>   |  |                              |
|--|--|------------------------------|
| 1.1. Company Information   |  |                              |
| 1.1.1. Company Name:   | H&E Equipment Services, Inc.   |                              |
| 1.1.2. Corporate Street Address:   | 7500 Pecue Lane, Baton Rouge, LA 70809   |                              |
| 1.1.3. Remittance Address:   | P.O. Box 849850, Dallas, TX 75284-9850   |                              |
| 1.1.4. Main Telephone Number:  | 888-446-8725   |                              |
| 1.1.5. Website:  | www.HE-equipment.com   |                              |
| 1.1.6. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change. | 1961. 19 Years. H&E Equipment Services LLC (2002)<br><b>H&amp;E - Video Introduction:</b><br>On YouTube: Our Story – <a href="https://www.youtube.com/watch?v=VSL25Nh-0Ms&amp;t=65s">https://www.youtube.com/watch?v=VSL25Nh-0Ms&amp;t=65s</a><br>On Vimeo: Our Story – <a href="https://vimeo.com/340294816">https://vimeo.com/340294816</a>  |                              |
| 1.1.7. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.   | <input checked="" type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure.<br><input type="checkbox"/> Partnership – provide the State of registration and the names of all partners.<br><input type="checkbox"/> Sole Proprietorship – provide the State of registration and the name and title of the principal.<br><input type="checkbox"/> Joint Venture – provide the State of registration and the names and titles of all principals.<br><input type="checkbox"/> Other – provide detailed description of corporate structure and ownership. |                              |
|  | C-Corporation, Stock Symbol HEES, Exempt Payee Code: 5, Exempt from Fed Withholdings, and FATCA Code D   |                              |
| 1.1.8. Federal Tax ID# or Social Security #:   | Bidder Tax ID#: 81-0553291   |                              |
| 1.1.9. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions   | Contact Name:  | Toby Hawkins                 |
|  | Title:   | Director of Government Sales |
|  | Phone:   | 888-446-8725                 |
|  | E-Mail Address   | govsales@he-equipmen.com     |

|  |  |                              |
|--|--|------------------------------|
| regarding the proposal submitted by your company:  |  |                              |
| <b>1.1.10. Authorized Representative.</b> Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function). | Contact Name:  | Toby Hawkins                 |
|  | Title:   | Director of Government Sales |
|  | Phone:   | 888-446-8725                 |
|  | E-Mail Address   | govsales@he-equipment.com    |
| <b>1.2. Financial Strength &amp; Legal Considerations</b>  |  |                              |
| <b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.   | <a href="https://investor.he-equipment.com/financial-information/quarterly-results">https://investor.he-equipment.com/financial-information/quarterly-results</a><br><br><a href="https://investor.he-equipment.com/financial-information/sec-filings">https://investor.he-equipment.com/financial-information/sec-filings</a><br><br><a href="https://investor.he-equipment.com/financial-information/fundamentals/balance-sheet">https://investor.he-equipment.com/financial-information/fundamentals/balance-sheet</a><br><br><a href="https://investor.he-equipment.com/">https://investor.he-equipment.com/</a> |                              |
| <b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.   | NONE   |                              |
| <b>1.2.3. Litigation.</b> Describe any litigation in which your  | From time to time, we are involved in various claims and legal actions arising in the ordinary course of our business. The ultimate disposition  |                              |

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| company has been involved in the last three (3) years and the status of that litigation.  | of these various matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.   |
| <b>1.3. Industry Qualifications</b>   |   |
| <b>1.3.1. <i>Company Identification.</i></b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?  | Dealer/Distributor, providing heavy construction equipment rentals, sales, parts, and service.  |
| <b>1.3.2. <i>Manufacturer Authorization.</i></b> If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP. | Please refer to <b>Letters of Supply</b> compiled for GSA Application. These represent most, but not all manufacturers that we are authorized to represent for retail sales. We also hold many national account contracts with manufacturers. |
| <b>1.3.3. <i>Network Relationship.</i></b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?   | N/A   |
| <b>1.3.4. <i>Industry Experience.</i></b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?             | H&E just entered its 61 <sup>st</sup> year of operation. One hundred percent of our revenue stems from the products and services that we provided   |

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| <p><b>1.3.5. Geographic Reach.</b> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>  | <p>H&amp;E currently has 108 full-service facilities throughout the West Coast, Intermountain, Southwest, Gulf Coast, Mid-Atlantic and Southeast regions. States covered include AL, AR, AZ, CA, CO, DE, DC, FL, GA, ID, IN, KY, LA, MD, MO, MS, MT, NC, NM, NV, OK, OR, PA, SC, TN, TX, UT, VA, WA, WV, WY</p>  |
| <p><b>1.3.6. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b></p> | <p>Certifications and licenses do not typically apply in our industry. However, of course, we have business licenses throughout the states where we conduct business.</p>  |
| <p><b>1.3.7. Awards.</b> Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.</p>  | <p>Awards and distinctions include being Ranked #8 in the Top 100 Equipment Rental Companies in the United States by RER (2021); Named Best Places to Work Award – Baton Rouge, LA (2020); Named one of America's 100 Most Trustworthy Companies by Forbes (2014); recognized as experts in equipment rentals, sales, parts and service; Specialists in aerial lifts, earthmoving equipment, forklifts and general construction equipment; Over 2,300 employees with over 50% of our employee base dedicated to product support and service, Over \$1.3B in revenue in 2021; More than 50,000 units in rental fleet with an original equipment cost of over \$1.2 billion; one of the youngest fleets in the industry at just over 40 months average; one of the largest Komatsu earthmoving equipment dealerships in the United States; Authorized dealer for top-name manufacturers: Komatsu, Doosan, Bobcat, Genie, JLG, Kubota, Skytrak, Skyjack, Yanmar, Takeuchi, Taylor, Wirtgen, Hamm, Voge, Atlas Copco, Multiquip, Gehl, Generac, Wacker Neuson and many more. Received numerous sales and safety awards from manufacture over the past decades.</p> |
| <p><b>1.4. Industry Qualifications</b></p>  |  |

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| <p><b>1.4.1. Public Sector Cooperative Contracts.</b> What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products &amp; services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?</p> | <p>BuyBoard Contract 597-19 Construction, Road and Bridge, Ditching, Trenching, and Other Equipment (Est. Nov 2019. Expires Nov 2022.)</p> <p>BuyBoard Contract 646-21 Rental Services of Construction Equipment, Vehicles, and Other Equipment (Est. June 2021. Expires June 2024.)</p> <p>Goodbuy Contract 21-22 61000 Equipment Rental General (Est. July 2021. Expires July 2024 with possible renewals.)<br/>New contract and new to the membership. No activity yet.</p> <p>Goodbuy 21-22 8D100 Capital Equipment Heavy Equipment Machinery (Est. August 2021. Expires August 2022 with possible renewals.) New contract and new to the membership. No activity yet.</p> |
| <p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>  | <p>2021 - \$10M – 1 %</p>  |
| <p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>   | <p>2021 - \$10M – 1 %</p>  |
| <p><b>1.4.4. Public Sector Strategic Growth Plan.</b> Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's</p>  | <p>H&amp;E had explosive growth in 2021 with the addition of 10 new locations, which represented a 10% growth rate. 2022 will see even greater growth with the stated objective to add an additional 15 branches. H&amp;E's 5-year growth plan is to more that double our total branch locations to over 200 while simultaneously expanding our geographic footprint into new markets and large metropolitan areas that are currently untouched. Our goal is to improve our RER ranking from #8 to #5 in RER's Top 100 ranking of equipment rental companies in the nation.</p> <p>Total Revenue for last 5-years</p>  |

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| <p>total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?</p> <p><b>NOTE:</b> For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</p>  | <p>2021-\$1.2B<br/>2020-\$1.1B<br/>2019-\$1.3B<br/>2018-\$1.2B<br/>2017-\$1.3B</p> <p>Total Government Revenue (tracking currently does not differentiate between educational and local; sales, parts, or service):</p> <table><tr><td><u>2019</u></td><td><u>2020</u></td><td><u>2021</u></td></tr><tr><td>\$11,294,352</td><td>\$10,738,586</td><td>\$9,714,887</td></tr></table> <p>Total Percentage of Total:</p> <table><tr><td><u>2019</u></td><td><u>2020</u></td><td><u>2021</u></td></tr><tr><td>.01%</td><td>.01%</td><td>.01%</td></tr></table> <p>Moved to expand penetration in Government Space in 2021 with the addition of Director of Government Sales in February 2021.</p>   | <u>2019</u> | <u>2020</u> | <u>2021</u> | \$11,294,352 | \$10,738,586 | \$9,714,887 | <u>2019</u> | <u>2020</u> | <u>2021</u> | .01% | .01% | .01% |
| <u>2019</u>  | <u>2020</u>   | <u>2021</u> |             |             |              |              |             |             |             |             |      |      |      |
| \$11,294,352   | \$10,738,586  | \$9,714,887 |             |             |              |              |             |             |             |             |      |      |      |
| <u>2019</u>  | <u>2020</u>   | <u>2021</u> |             |             |              |              |             |             |             |             |      |      |      |
| .01%   | .01%  | .01%        |             |             |              |              |             |             |             |             |      |      |      |
| <p><b>1.4.5. Customer References.</b></p> <p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"><li>a. Customer contact person and their title, telephone number, and email address;</li><li>b. A brief description of the products and services provided by your company;</li><li>c. Customer relationship starting and ending dates; and,</li><li>d. Notes or other pertinent information relating</li></ul> | <p><b>Ref #1</b></p> <p><b>Agency:</b> Texas Department of Transportation (TXDOT)<br/><b>Contact:</b> Sam Bassett<br/><b>Title:</b> Team Lead, Rental Fleet Coordinators<br/><b>Phone:</b> 512-465-3652<br/><b>Email:</b> Samuel.Bassett@txdot.gov<br/><b>Product/Services Provided:</b> H&amp;E provides comprehensive rental services to TXDOT for a wide variety of aerial lifts, earthmoving equipment, material handling equipment, and general construction equipment.<br/>October 2021 to September 2024</p> <p><b>Ref #2</b></p> <p><b>Agency:</b> North East ISD<br/><b>Contact:</b> Henry Enriques<br/><b>Title:</b> Maintenance Superintendent<br/><b>Phone:</b> 210-465-2402<br/><b>Email:</b> eenriq@neisd.net<br/><b>Product/Services Provided:</b> equipment rental, parts, service<br/><b>Contract Period:</b> as needed</p> <p><b>Ref #3</b></p> <p><b>Agency:</b> North Carolina Department of Transportation (NCDOT)<br/><b>Contact:</b> Earl M Ford<br/><b>Title:</b> Fleet Support Specialist, Division 14 Equipment<br/><b>Phone:</b> 828 631-5563<br/><b>Email:</b> emford@ncdot.gov</p> |             |             |             |              |              |             |             |             |             |      |      |      |


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| <p>to the customer and/or the products and services your company provided.</p> | <p><b>Product/Services Provided</b> H&amp;E provides comprehensive rental services to NCDOT for a wide variety of aerial lifts, earthmoving equipment, material handling equipment, and general construction equipment.<br/>October 2019 to Sept 2022</p> <p><b>Ref #4</b><br/> <b>Agency:</b> Santa Clara Valley Water District<br/> <b>Contact:</b> Richard Gilmore<br/> <b>Title:</b> Field Operations Administrator<br/> <b>Phone:</b> 408-630-3052<br/> <b>Email:</b> rgilmore@valleywater.org<br/> <b>Product/Services Provided</b> H&amp;E provides comprehensive rental services to NCDOT for a wide variety of aerial lifts, earthmoving equipment, material handling equipment, and general construction equipment.<br/> June 2021 to May 2022</p> <p><b>Ref #5</b><br/> <b>Agency:</b> Boulder County Road Maintenance<br/> <b>Contact:</b> Jeff Carr<br/> <b>Title:</b> Operations/Major Projects Supervisor<br/> <b>Phone:</b> 303-441-3962<br/> <b>Email:</b> jcarr@bouldercounty.org<br/> <b>Product/Services Provided:</b> equipment rentals<br/> <b>Contract Period:</b> February 2021 – February 2023</p> |
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## 2. Products & Services

### 2.1. PRODUCTS & SERVICES

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| <p><b>2.1.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p><b><u>IMPORTANT.</u></b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services available under a resulting contract.</p> | <p>Please see the H&amp;E Product and Services Guide attached.</p> |
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| <p><b>2.1.2. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p> | <p>H&amp;E has a history of going the extra mile to foster and enrich business relationships with customers by sourcing and providing products and services that are non-typical to our daily operation. Our representatives are frequently able to reach out, and capitalize on industry relationships, to source equipment types and provide services that are outside of our typical wheelhouse of offerings. We encourage a customer service culture that, when necessary and within reason, aids customers to source unique equipment and find solutions for their various equipment challenges.</p>   |  |
| <p><b>2.1.3. Differentiators.</b> Describe what differentiates your company's products and services from your competitors.</p>   | <ul style="list-style-type: none"><li>• We're an equipment company, Run by equipment people.</li><li>• We work closely with customer to understand their needs and provide them reliability, fair prices and the support of a first-class team of equipment specialists</li><li>• Employee tenure – Many employees have decades of experience, bringing experience and value to customers</li><li>• Focus on quality (with employees, products, services), rapid response, and appreciation for those we serve</li><li>• Youngest rental fleet in the industry-avg 40 months...which means safer and more reliable</li><li>• Value added services found in our Customer Dashboard</li><li>• 5-S.T.A.R.S. Core Values of Safety First, Thankful for customers, Accessible, Responsible, Solutions-oriented</li></ul> |  |
| <p><b>2.1.4. Manufacturing.</b> If best identified as a manufacturer, describe</p>   | N/A   |  |

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| <p>your manufacturing process and any advantages it offers over your competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection &amp; quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>  |  |
| <p><b>2.1.5. <i>Warranty.</i></b> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b><u>Attachment B – Cost Proposal.</u></b></p> | <p><b>Warranties &amp; Return Policy</b><br/> <b>NEW EQUIPMENT WARRANTY</b><br/> H&amp;E Equipment Services, Inc. (H&amp;E) represents a wide variety of equipment manufacturers. Each manufacturer defines their warranty in various terms, extending coverage from 1 year, 1000 hours, to 5 years, 5000 hours...and everything in between. Please see attachment for details. Because of H&amp;E’s unique business model, we not only sale equipment, we also provide warranty service for the products we represent in-house at one of our full-service branch facilities throughout the country.</p> <p>Warranties typically cover manufacturer workmanship, power train, electronics, engine, and components. In addition, all products with diesel engines emissions are covered for 5 years, 3000 hours by Federal Government regulation. As a part of warranty coverage, defective items will be repaired to meet manufacturer specifications. However, damage caused by neglect, abuse, misuse, alteration of the product, or improper storage is not covered by warranty.</p> <p><b>RENTAL WARRANTY</b><br/> With respect to rental equipment, supplier will warrant that the equipment upon delivery will be in good working condition and in compliance with the original equipment manufacturer’s specifications. Supplier will repair or replace any equipment that is not in compliance with the above warranty. In addition, if equipment needs repair or replacement during the rental period, supplier will repair or replace the equipment at its sole cost and expense. However, if the repair or replacement is due to customer abuse, misuse or neglect, the customer will be responsible for the cost of repair or replacement.</p> <p><b>All Warranty matters should be sent to:</b></p> <p>H&amp;E Equipment Services, Inc.<br/> Contact Name: Thomas Hendrick, Corporate Warranty Manager<br/> Address: 7500 Pecue Lane, Baton Rouge, LA 70809</p> |

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|   | Email: thendrick@he-equipment.com<br>Office: (225) 298-5320<br>Mobile: (901) 601-0234  |
| <b>2.2. Additional Services</b>   |  |
| <b>2.2.1. Turnkey Capabilities.</b><br>Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. A turnkey solution should include all products & services required for to meet the Member's needs. | Unlike many of our competitors who just focus on rentals in the equipment industry, H&E's business model is the full complement of the four most important segments of this business. We specialize not only in rentals, but also sales, parts and service. Our full-service approach shouts out "customer support!" For over 60 years, H&E's objective has been to provide turnkey services to customers. Founded in 1961, H&E has decades of experience in the equipment industry and is one of the largest integrated equipment companies in the nation, providing the higher standard in equipment rentals, sales, parts, and service. Our key personnel in the region average nearly 10 years in the equipment business. They leverage our national fleet of equipment with a local approach, working closely with customers to understand their needs and provide them reliability, fair prices, and the support of a first-class service team. We're an equipment company, run by equipment people. Where others stop, we continue. |
| <b>2.2.2. Installation.</b> Is installation available to Members as a part of your proposal?  | Typically, installation is not necessary with construction equipment. Equipment is prepped, tested, and clean prior to delivery. A basic introduction and orientation is provided at the time of delivery. More in-depth training is also available.   |
| <b>2.2.3. Installation or Set-up.</b> Is installation or set-up available to Members as a part of your proposal?  | Typically, installation is not necessary with construction equipment. Equipment is prepped, tested, and clean prior to delivery. A basic introduction and orientation is provided at the time of delivery. More in-depth training is also available.   |
| <b>2.2.4. Qualifications.</b> Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.  | Please see 2.2.2   |
| <b>2.2.5. Training.</b> If yes, provide a description of the training services offered. <b>Note:</b> <i>Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.</i>  | Safety and operator training is available upon request. Training is available at most, but not all branches. Where training is not available, resource are identified to guide and assist customers.   |
| <b>2.2.6. Maintenance Services.</b> If yes, provide a description of the maintenance  | When a rental unit is delivered, the transport driver reviews basic maintenance responsibilities with customer. Customer Responsibility decals are also prominently displayed on the rental equipment. For   |

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| services included in your proposal.  | <p>long term rentals, our service shops establish service intervals to make sure the equipment is properly cared for and safe for end users.</p> <p>Scheduled planned maintenance services for oil and filter changes are also available, providing great convenience to the customer. Once established, scheduling is set up for the least interruptive and convenient time for the customer. The frequency of maintenance intervals is dependent upon usage. Planned maintenance features fully-stocked PM vans, computerized appointment tracking, flexible scheduling, 24/7 availability, EPA approved used oil recovery services, and more</p> |
| <b>2.3. Value Add</b>  |   |
| <b>2.3.1. Additional Offering.</b><br>Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies. | Click here to enter response.   |
| <b>3. <u>Business Operations</u></b>   |   |
| <b>3.1.1. Logistics</b>  |   |
| <b>3.1.2. Distribution Capabilities.</b><br>Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.   | <p>H&amp;E has 103 branches in 24 of the most populated states with plans to add an additional 15 branches in 2022 and grow to over 2022 by 2026. Please click on the following link to view all current branches: <a href="https://he-equipment.com/locations">https://he-equipment.com/locations</a></p> <p>We operate with a hub and spoke structure for enhanced efficiency where orders receive at one branch that may not have the requested unit, can quickly source inventory from neighboring branches, districts, and regions.</p>  |
| <b>3.1.3. Distribution Centers.</b><br>Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.  | Please click on the following link to view all current facilities and headquarters: <a href="https://he-equipment.com/locations">https://he-equipment.com/locations</a>   |
| <b>3.1.4. Fill Rates.</b> Provide fill rates and average delivery timeframes met by specific distribution centers.   | Average local order fulfillment (30 miles) usually between 3-4 hour from the time of order. When fulfilling deliveries outside this radius, and when internal resources are deployed, we tap into additional resources, using approved outside haulers to deliver to meet customer needs. We also accommodate onsite pickup when government agencies have their own transportation capabilities   |

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| <p><b>3.1.5. On Time Delivery Rate.</b><br/>Provide your average on-time delivery rate.</p>  | <p>We do not have a system that monitors this metric. However, we estimate that on average we deliver meet our targeted/promised delivery time 90% of the time. Delays only occur when unexpected issue arise like traffic congestion, etc. surface.</p>   |
| <p><b>3.1.6. Expedited Orders.</b><br/>Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.</p>   | <p>Our objective when dealing with an emergency is to always respond as promptly as possible.</p> <p>To care for our customers, we provide after-hours phone service that connects directly to our on-call, after-hours, emergency staff 24/7/365. These individuals are trained to mobilize our staff to respond to customer needs during atypical times and circumstances.</p> <p>Our Mission Statement speaks to this topic very well:<br/>Our mission is to be the safest and most responsive, solutions-oriented provider of rentals, sales, parts, and service in the equipment industry. We accomplish this by focusing on quality, rapid response, and appreciation for those we serve.</p>  |
| <p><b>3.2. Customer Service</b></p>  |  |
| <p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p> | <p>H&amp;E is a self-performing contractor. We do not operate with an independent customer service department per se, but rather teach and cultivate customer service in every department of our business. Each department, from rentals, sales, parts and service, along with our corporate services group are trained and expected to be customer centric.</p> <p>We refer to our branches as "Full-Service" operations, providing rentals, sales, parts, and service. We currently have 103 locations throughout of corporate territory with our stated 2022 growth objective to add an additional 15 locations. Please click on the following link to view a map of our locations: <a href="https://he-equipment.com/locations">https://he-equipment.com/locations</a></p> <p>By scrolling down and select a branch of choice you are also able to view local contact information, branch hours, equipment available for rent at that branch... in our prime categories, and local branch contact information when you scroll to the bottom of the page.</p> |
| <p><b>3.2.2. Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>  | <p>We work hard to understand our customer's needs, treat them with respect, and take care of them in a way that meets and often exceeds their expectations. Should a situation surface where a customer is upset and complains, our sales reps, branch managers, District and Regional Managers are empowered and have the authority to make it right, listening with an open mind and often yielding to the request and expectation of the customer in a spirit of fairness and maintaining a good relationship and partnership that extends long into the future. You don't remain in it this business for over 6 decades without taking care of the customer.</p>  |

| 3.3. Customer Set Up; Order & Invoice Processing; Payment  |  |
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| <p><b>3.3.1. Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p> | <p>RFQ's will be received from a single point of contact, which in this circumstance will be our Director of Government Sales, Toby Hawkins. The director will then vet the requests and dispatch and employ the appropriate branch personnel that reside in close proximity to the end user. The RFQ response is then prepared by branch staff and returned to the director for review and submission. The branch sales representative is then included in all communications until the order is fulfilled, shrinking the time line and providing answers to questions and information to keep the Equalis member informed throughout the process.</p> <p>H&amp;E is a self-performing contractor. We do not use any outside distributors, agents, dealers, brokers, or resellers</p> |
| <p><b>3.3.2. Customer Set Up.</b> Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?</p>  | <p>Once the proposal is approved and accepted, HEES accounting has a streamline process to quickly set up your member with an H&amp;E account number. We <b>do not</b> require credit applications as part of the process, understanding the government agencies choose not to respond to credit apps. Our brief information sheet can easily be completed within 5 minutes, requesting basic information on where the invoice is to be sent, the purchasing contact, and the accounts payable contact. Please see sample document below.</p>  |

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|  |  <p style="text-align: center;"><b>GOVERNMENT ACCOUNT INFORMATION SHEET</b></p> <p>Thank you for your interest in doing business with H&amp;E Equipment Services Inc.</p> <p>In order to set up your Government account correctly, please submit your vendor information sheet (or fill out the information below) along with any tax exemption and insurance (certificate of insurance or letter of self-insurance) paperwork to <a href="mailto:govsales@he-equipment.com">govsales@he-equipment.com</a>.</p> <p>Since we do not require a standard credit application for government agencies, we request that this be submitted from your official email for verification purposes.</p> <p><b>INVOICING</b><br/> Name of "Bill To" Entity: <input type="text"/><br/> Physical Address of "Bill To" Entity: <input type="text"/><br/> City, State Zip Code: <input type="text"/> <input type="text"/> <input type="text"/><br/> Invoicing Address (if different): <input type="text"/><br/> City, State Zip Code: <input type="text"/> <input type="text"/> <input type="text"/><br/> Phone Number: <input type="text"/><br/> Fax Number: <input type="text"/><br/> <br/> Email Invoices? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/><br/> Email Address if Yes: <input type="text"/><br/> <br/> <b>PURCHASING</b><br/> Purchasing Department: <input type="text"/><br/> Contact Name: <input type="text"/><br/> Contact Phone: <input type="text"/><br/> Contact Email: <input type="text"/><br/> <br/> Purchase Order Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/><br/> <br/> <b>ACCOUNTS PAYABLE</b><br/> Contact Name: <input type="text"/><br/> Contact Phone: <input type="text"/><br/> Contact Email: <input type="text"/><br/> <br/> <b>INTERNAL USE</b><br/> Branch #: <input type="text"/><br/> Sales Rep: <input type="text"/><br/> <br/> <small>7500 Pines Lane / Baton Rouge, LA 70809 / HC-equipment.com<br/> P: 225-295-5286 / Toll Free: 800-255-6943</small> <p style="text-align: right;"><b>RENTALS   SALES   PARTS   SERVICE</b></p> </p> |
| <p><b>3.3.3. Order Process.</b> Describe your company's proposal development and order submission process.</p> | <p>Standardized, professional proposal or quotation forms are used when processing all orders. The quoting representative works carefully to evaluate the equipment specifications requested by the Equalis member, reaching out for clarification when necessary, and then provides and electronic, or printed copy of the quote as required, meeting the stated deadline for response. Once a rental quote is approved and the purchase order is received, our representative immediately coordinates with the appropriate branch staff to input the order within the system and schedule delivery and fulfillment based on the accepted terms of the Equalis contract. Likewise, should the member request, approve, and issue a purchase order for a new unit for purchase, the representative immediately coordinates the order process with the manufacturer of choice, confirming with the Equalis member that the order has been placed and keeping the member informed at reasonable intervals along the way. Our desire is to under promise and over deliver.</p>  |
| <p><b>3.3.4. Invoice Process.</b> Describe your company's invoicing process.</p>                               | <p>The sales order and quotation is created in our accounting system, and when approved it is converted to the invoicing stage, thereby streamlining the invoicing process and ensuring accuracy. Once produced, the invoice can either be emailed or mailed via USPS.</p>   |

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| <p><b>3.3.5. <i>Payment.</i></b> What are your standard payment terms? What methods of payment do your company accept?</p>   | <p>Standard payment terms are Net 30 Days</p> <p>Acceptable methods of payment include:<br/> Check<br/> Credit Cards (no additional fees for large charges)<br/> ACH<br/> One-Time and Virtual credit card payments<br/> Cash<br/> EPay<br/> Check Routing Number<br/> Wire Transfer</p>  |
| <p><b>3.3.6. <i>Financing.</i></b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>                                 | <p>H&amp;E has an internal finance department, offering competitive interest rates and financing terms to meet member needs. Each is uniquely created and based on current market conditions. Installment loans, leasing, rental purchase programs, and more are available.</p>   |
| <p><b>3.4. Sustainability, Reclamation, and Recycling Initiatives</b></p>  |   |
| <p><b>3.4.1. <i>Sustainable Company Initiatives.</i></b> Describe the ways in which your company is addressing the issue of sustainability.</p>  | <p><b>3.4.2.</b> H&amp;E does not have an official sustainability initiative. However, in recent years our industry has taken great steps in producing more environmentally friendly equipment with Tier 4 compliant engines. Moreover, H&amp;E has a clear green-friendly attitude, seeking and securing energy efficient solutions in all areas of our business from properly disposing and recycling used engine and hydraulic oils; adopting and implementing more energy efficient HVAC, lighting fixtures, facility appliances, green-friendly-construction of all new design-build branches, dry landscaping, clean vehicles, reduced paper usage through electronic invoicing and communications, and more.</p>   |
| <p><b>4. <u>PRICING</u></b></p>  |   |
| <p><b>4.1. Cost Proposal</b></p>   |   |
| <p><b>4.1.1. <i>Pricing Model.</i></b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p> | <p>Our Pricing Model is driven by industry metrics sources and data provided by Rouse Pricing and Financial Services. Rouse is an informative, data-driven, resource for that provides for intelligent business decisions as they engage the most accurate and reliable market information on construction and material handling equipment. Rouse is the industry's gold standard for rental rate metrics benchmarking, new equipment pricing, appraisal valuations, and more. Rental rates and pricing is then based on industry, regional and district averages. Discounting is then determined based on historical customer revenue and anticipated opportunity. Pricing for Government Agencies is categorized as a "large-tier, reoccurring customer" and therefore received our most competitive pricing.</p> |

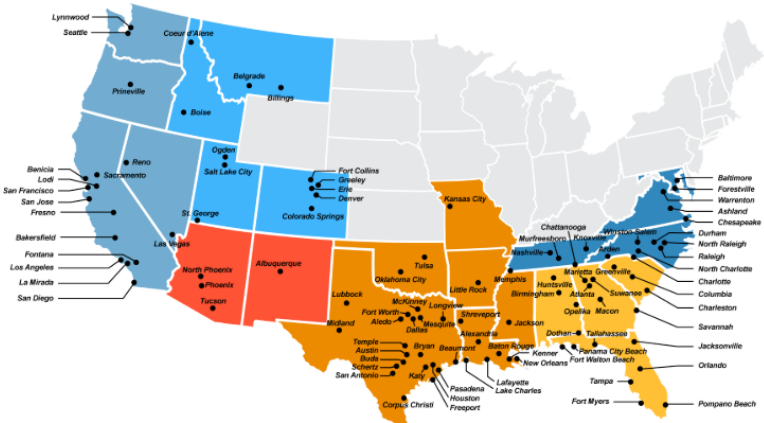


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| <p><b>4.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>                    | <p>Customer dashboard is available, providing real-time reports that cover all facets of business activity. This reporting meets transparency requirements and....</p>  |
| <p><b>4.1.3. Price Change Process.</b> Provide a description of your process for price changes.</p>   | <p>In today's challenging world with instability in supply, inflation on the rise, and prices increasing from our manufacturers and supply sources, we feel it fair to have the option to adjust pricing every 6 months, with the requirement of verifying such adjustments with manufacturer price lists.</p>  |
| <p><b>4.1.4. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>  | <p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to, <b>or lower than</b>, what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> <p>We recognize and appreciate the opportunity to conduct business with your unique membership. Our pricing is discounted to members at rates and prices lower than typical customers and better than most large, national account, customers within our network. We view the Equalis membership as a large, select account opportunity.</p> |
| <p><b>4.1.5. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>   | <p>Every attempt has been made to provide Equalis Group members the lowest, discounted pricing and best value we can offer as represented in the pricing schedule and pricing catalogs provided.</p> <p><b>We are offering membership a discount range of 10% to 40% of MSRP or List Price on RETAIL PURCHASES, assuring Equalis members that we are committed to provide low, competitive pricing that is a product of healthy competition between awarded/contracted bidders.</b></p>   |
| <p><b>4.1.6. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p> | <p>The typical cost of shipping is \$125 each way (delivery and pick up) within 35-mile radius of H&amp;E branch. When delivery and pickup occurs outside the 35-mile radius, a custom quote will be provided for review and approval.</p> <p>Should the load be larger, and require DOT permitting, a quote, including permits and possible fees will be provided for review and approval.</p> <p>All costs are disclosed upfront as part of the quoting process for review and approval by agency.</p>  |

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| <p><b>4.1.7. Pricing Open Market or Sourced Goods.</b> Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5 – Pricing</b>.</p>  | <p>We are happy and eager to supply Open Market and Sourced Goods. Open market and sourced goods will be quoted on a cost plus 12% basis.</p>  |
| <p><b>4.1.8. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p> | <p><b>Equipment Rental – Possible Additional Costs</b><br/> Environmental Fee-1.9%<br/> Loss Damage Waiver Fee-15% of rental rate (always waived with submission of COI or Letter of Self Insurance)<br/> Taxes if non-tax- exempt status</p> <p><b>Equipment Purchase – Possible Additional Costs</b><br/> Taxes if non-tax-exempt status<br/> Unusual freight requirements</p> |
| <p><b>5. <u>GO-TO-MARKET STRATEGY</u></b></p>  |  |
| <p><b>5.1. Bidder</b><br/> <b>Organizational</b><br/> <b>Structure &amp; Staffing</b><br/> <b>of Relationship</b></p>  |  |
| <p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> </ol>   | <p>Executive Contact: Toby Hawkins<br/> Contract Manager: Toby Hawkins<br/> Sales Leader: Ryan Wilkey<br/> Reporting Contact: Toby Hawkins<br/> Marketing Contact: Paul Stephen and Toby Hawkins<br/> POC: Toby Hawkins</p> <p>RESUMES:</p> <p><b>Name:</b> Toby Hawkins</p>   |

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| <p>5. Marketing Contact.</p> <p>Indicate who the primary contact will be if it is not the Sales Leader</p> | <p><b>Title:</b> Director of Government Sales</p> <p><b>Current responsibilities/assignments as they relate to Equalis Cooperative Group:</b></p> <ul style="list-style-type: none"> <li>• Direct and oversee efforts to enhance and secure equipment rentals and sales in the government sector, including cooperative purchasing agencies, throughout the H&amp;E service territory.</li> <li>• More specifically to this potential contract is to compile and provide information in response to the solicitation from Equalis for to secure Heavy Equipment contract.</li> <li>• Thereafter to be an liaison between our H&amp;E and Equalis to deliver superior service and performance by coordinating the announcement of contract award to H&amp;E sales force and communicating opportunity and expectations; orchestrating marketing efforts to inform Equalis membership of awarded contract; receive, dispatch, and respond to Equalis member quote requests; establish H&amp;E accounts for Equalis members; coordinate financial reporting to Equalis; and respond to every other need to ensure success with this partnership.</li> </ul> <p><b>Years of employment with H&amp;E:</b> 35</p> <p><b>Years of employment in equipment rental industry:</b> 35</p> <p><b>Positions Held:</b> Promotion Manager, Marketing Manager, Marketing Director, VP Marketing, Director of Government Sales</p> <p><b>Experience:</b> Outstanding internal and external communicator...promoting, marketing, and advertising H&amp;E's core business segments, including equipment rentals, sales, parts, and service. More recently, identifying, vetting, bidding, and servicing government agencies in all areas to address their equipment needs and increase our success in the government sector.</p> <p><b>Name:</b> Ryan Wilkey</p> <p><b>Title:</b> VP of Sales – Western Division</p> <p><b>Current responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Responsible for the overall strategic direction and initiatives for the Western Division at H&amp;E Equipment Services, Inc.</li> <li>• Responsible for the growth and management of Select Account (Strategic Accounts) and Advantage Accounts (National Accounts) Program within the Western Division.</li> <li>• Oversee overall Government Sales Business activity and initiatives for the company.</li> </ul> |
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|  | <ul style="list-style-type: none"> <li>Responsible for developing, managing, and delivering the company's Sales Training Program.</li> </ul> <p><b>Years of employment with H&amp;E: 10</b><br/> <b>Years of employment in equipment industry: 20</b><br/> <b>Positions Held:</b> Sales Representative, Business Development Manager, Branch Manager, Regional Sales Manager, Vice President of Sales<br/> <b>Experience:</b> Several years of experience in sales, leadership, operations, cross-functional team management, and continuous improvement. As of recently, experience has included building, managing, and continuously improving the "customer experience" in how H&amp;E Equipment does business and services our top-tier customers – including the Government sector.</p> <p><b>Name:</b> Paul P. Stephen<br/> <b>Title:</b> Vice President of Sales and Marketing<br/> <b>Current responsibilities/assignments as they relate to Equalis Cooperative Group:</b></p> <ul style="list-style-type: none"> <li>Responsible for leading the planning, development, and execution of marketing, internal/external communications, sales enablement, and reputation management initiatives.</li> <li>Responsible for developing digital and print collateral to equip and support the sales efforts needed for new partnerships.</li> <li>Responsible for internal sales communications to create awareness and a call to action for the company's sales teams.</li> <li>Responsible for all cooperative partnership branding and external communications.</li> </ul> <p><b>Years of employment with H&amp;E Equipment Services, Inc.: 7</b><br/> <b>Years of employment in equipment rental industry: 7</b><br/> <b>Positions Held:</b> Vice President of Marketing, Vice President of Sales and Marketing<br/> <b>Experience:</b> A driven, dynamic, results-oriented marketing communications, sales, and technology professional with strong intuition and over 25 years of diverse national and international experience and visible achievements. Passionate about building better brands through the strategic impact of marketing, communications, business processes, and technology.</p> <p>A business translator who possesses the knowledge and skill to speak creatively, technically, and strategically. A solid influencer and innovative thinker who employs positive</p> |
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|  | <p>transitional change to deliver sustainable growth and results in B2B and B2C. Thriving on strategic and creative thinking, solving problems, improving processes, and making connections between business needs and resources.</p>   |
| <p><b>5.1.2. Sales Organization.</b><br/>Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p> | <p><b>H&amp;E Sales Team</b><br/>Structured as follows from the top down:<br/>CEO<br/>President, COO<br/>Senior Division VPs (3)<br/>Regional VPs (6)<br/>VP of Sales – (Eastern, Central, Western)<br/>District Managers (16)<br/>District Sales Managers (16)<br/>Branch Managers (105)<br/>Total Rental Sales and Retail Sales Staff (Outside Sales Representatives, Sales Admins, Rental Managers, Insider Sales Representative, Rental Coordinators, etc) (984)</p> <p>Total H&amp;E Employees: 2,175</p> <p>Sales territories are established on the number of sales/rental reps need to cover a given branch territory, as define by market size, demand, success and responsiveness. Territories are assign at the zip code level.</p>  |
| <p><b>5.2. Contract Implementation Strategy &amp; Expectations</b></p>   |   |
| <p><b>5.2.1. Contract Expectation.</b><br/>What are your company's</p>   | <p>We hope and expect to create a mutually beneficial partnership with the Equalis Team that aids us both in our success and objective to</p>   |

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| <p>expectations in the event of a contract award?</p>  | <p>expand government sales. As we apply our expertise we hope and expect to generate thousands, then hundreds of thousands, then millions in revenue to help serve both the equipment needs of membership and financial needs of Equalis. We look for an open-door policy where we can truly partner and customize our service to your membership the way they expect and deserve.</p>  |
| <p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p> | <p>Should we be fortunate to be awarded, we will immediately orchestrate an announcement and launch with our entire sales team of over 300 representatives, so they clearly understand the opportunity, the program, the contract, and expectation to pursue this governmental business. A refresher will take place on an annual basis and as need with new hires.</p> <p>With my marketing background of over 30 years as VP of Marketing with H&amp;E, our Equalis Marketing Plan includes quarterly email blasts with cobranded informative flyers, an auto-populated email template for the sales force to communicate with personal messages to known governmental contacts and Equalis members within their territory, professionally printed co-branded flyer for point-of-sale distribution, distribution of member list to the sales force that has been bumped up against our active customer list to identify H&amp;E customers that are also Equalis member (Hot Lead), prospective customers in our CRM (warm lead), and Equalis members that reside within a give sales territory (opportunity).</p> <p>We will also look to Equalis with a desire to be a marketing partner and capitalize on your knowledge and implement "tried and proven" marketing strategies that have produced results.</p> <p>Marketing efforts with be evaluated, improved, and implemented over the 5-year period of the contract.</p> <p>Please also refer to our comments above about Growth Plans.</p> |
| <p><b>5.2.3. Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>   | <p>Should we be fortunate to be awarded, we will orchestrate an announcement and launch with our sales team of over 300 representatives, so they clearly understand the opportunity, the program, and expectation to pursue this business.</p> <p>Financial compensation will flow to the sales team in a standard manner as with all business. However, we see them being significantly incentivized as they come to realize that your cooperative contract opens the doors to do business with Equalis members, i.e. government agencies without having to overcome the constant obstacle/barrier of being awarded a formal bid/contract.</p>   |
| <p><b>5.2.4. Sales Objectives.</b> What are your top line revenue objectives in each of the five (5) years if awarded this contract?</p>   | <p>Our clear objective is to work as a partner with the Equalis team to generate as much top line revenue as possible. Our trademark approach to dealing with members (customers) is to be responsive, and fair, working closely with them to identify and satisfy their equipment needs. Once we better understand the opportunity and gain some</p>   |

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|  | momentum and traction, our objective would be to obtain/generate as much revenue as possible, working to achieve a minimum of 5% plus year-over-year. Of course, we are hopeful for much more and willing to put for the effort and energy to work as a team with you to achieve it!  |
| <b>6. <u>ADMIN FEE &amp; REPORTING</u></b>   |   |
| <b>6.1. Bidder                      Organizational<br/>Structure &amp; Staffing of<br/>Relationship</b>  |   |
| <b>6.1.1. <i>Administrative Fee.</i></b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is <b>two percent (2%)</b> based on the terms disclosed in the <b><u>Attachment A – Model Administration Agreement.</u></b>                                       | <input checked="" type="checkbox"/> <b><u>Agree</u></b> to proposed Administrative Fee<br><input type="checkbox"/> <b><u>Negotiate</u></b> Administrative Fee. Provide additional information below if you opt to negotiate.<br><br><a href="#">Click here to provide additional information.</a>   |
| <b>6.1.2. <i>Sales &amp; Administrative Fee Reporting.</i></b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 <sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group. | Yes. On retail purchases, we are hopeful to pay Administrative Fee at the time of delivery. With our current economic environment and supply side issues. Many manufacturers lead times have stretched out too many months and even over a year for delivery. This is an industry-wide challenge.   |
| <b>6.1.3. <i>Self-Audit.</i></b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This  | <p>This begins with our introduction or the Equalis contract to our sales staff and the training provided to ensure that request are handled properly from both a customer service and accounting perspective. It is standard practice with H&amp;E and cooperative organizations.</p> <p>From the beginning our interaction with an Equalis member, the Equalis contract number is noted on all communications and printed</p> |

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| <p>process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p> | <p>matter. The member is also encouraged to disclose their RFQ request direct you to Equalis so it is on your radar. Some cooperatives have built in system on their website to accommodate quote processing. Should this be the case with Equalis we will abide by the requirements.</p> <p>Once the transaction is completed and approved, and Purchase Order received, a notification will be provided to the proper Equalis contact.</p> <p>Equalis invoices for the Administrative Fee will be processed on terms and documentation and tracking within our accounting system allows for audit activity and verification.</p> |
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## PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**H&E Equipment Services, Inc. is a self-performing contractor.**

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

List certifying agency:

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

List certifying agency:

c. **Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency:

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency:

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

List certifying agency:

f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency:

## PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

**H&E Equipment Services, Inc. is a self-performing contractor.**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Click or tap here to enter text.

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## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

☐

Yes

☒

No

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. H&E Equipment Services, Inc. participates in thousands of financial transactions associated with over \$1 billion in annual revenue each year. From time to time, we are involved in various claims and legal actions arising in the ordinary course of our business. The ultimate disposition of these various matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or liquidity.

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. None

## PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- ☐ **Yes**  
☒ **No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Toby Hawkins, hereby certify and affirm that H&E Equipment Services, Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Toby Hawkins, hereby certify and affirm that H&E Equipment Services, Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Toby Hawkins, hereby certify and affirm that H&E Equipment Services, Inc., is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

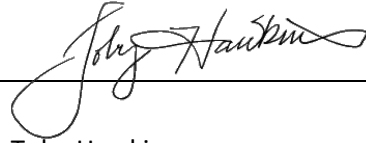
I, Toby Hawkins, hereby certify and affirm that Bidder Name either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Toby Hawkins, hereby affirm that this proposal accurately represents the capabilities and qualifications of H&E Equipment Services, Inc., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

## PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized  
signature:



Type text here

Printed Name:

Toby Hawkins

Company Name:

H&E Equipment Services, Inc.

Mailing Address:

7500 Pecue Lane

Email Address:

govsales@he-equipment.com

Job Title:

Director of Government Sales



## PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

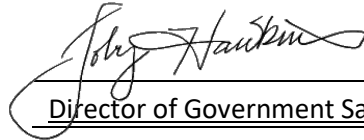
Respondents Name:

Toby Hawkins

Mailing Address:

7500 Pecue Lane, Baton Rouge, LA  
70809

Signature

A handwritten signature in black ink, appearing to read "Toby Hawkins", written over a horizontal line.

Title of Signatory:

Director of Government Sales

## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

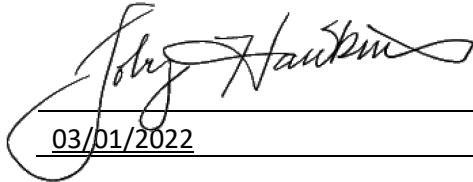
The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature

:

Date:

  
\_\_\_\_\_  
03/01/2022

## PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

### 1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

### 2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

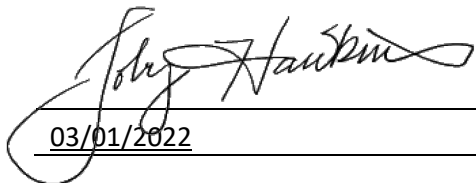
The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature

:

Date:

  
\_\_\_\_\_  
03/01/2022

## PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? TH  
(Initials of Authorized Representative)

# PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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

**For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

## **1. *Supplier Partner Violation or Breach of Contract Terms***

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? TH  
(Initials of Authorized Representative)

## **2. *Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? TH  
(Initials of Authorized Representative)

### **3. *Equal Employment Opportunity***

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

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

Does Bidder agree? TH  
(Initials of Authorized Representative)

### **4. *Davis-Bacon Act***

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

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

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Supplier Partner 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.

Does Bidder agree? TH  
(Initials of Authorized Representative)

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

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? TH

(Initials of Authorized Representative)

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

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

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? TH

(Initials of Authorized Representative)

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

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

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

Does Bidder agree? TH

(Initials of Authorized Representative)

## **8. Debarment and Suspension**

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

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

Does Bidder agree? TH  
(Initials of Authorized Representative)

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

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

Does Bidder agree? TH  
(Initials of Authorized Representative)

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Bidder agree? TH



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

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? TH

(Initials of Authorized Representative)

### **12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? TH

(Initials of Authorized Representative)

### **13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? TH

(Initials of Authorized Representative)

### **14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? TH  
(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? TH  
(Initials of Authorized Representative)

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

Authorized  
signature:

  
Type text here

Printed Name: Toby Hawkins  
Company Name: H&E Equipment Services, Inc.  
Mailing Address: 7500 Pecue Lane, Baton Rouge, LA 70809  
Job Title: Director of Government Sales

## **PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS**

### **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

### **AZ compliance with workforce requirements**

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

### **AZ Contractor Employee Work Eligibility**

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

### **Registered Sex Offender Restrictions (Arizona)**

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

### **Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? TH  
(Initials of Authorized Representative)

Date: 03/01/2022

## PROPOSAL FORM 16: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** H&E Equipment Services, Inc.

**Street:** 7500 Pecue Lane

**City, State, Zip Code:** Baton Rouge, LA 70809

**Complete as appropriate:**

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I, Toby Hawkins, an authorized representative H&E Equipment Services, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

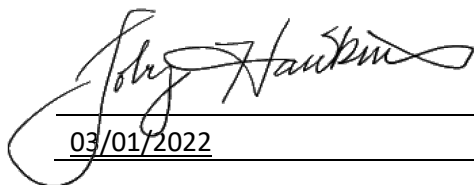
| Name | Address | Interest |
|------|---------|----------|
| NONE |         |          |
|      |         |          |
|      |         |          |
|      |         |          |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature

:

Date:

  
03/01/2022

# PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: H&E Equipment Services, Inc.

Street Address: 7500 Pecue Lane

City, State Zip: Baton Rouge, LA 70809

State of New Jersey

County of East Baton Rouge

I, Toby Hawkins of the city of Baton Rouge in the County of East Baton Rouge, State of Louisiana of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Government Sales of the firm of H&E Equipment Services, Inc. the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized  
signature:

Job Title:

Toby Hawkins  
Director of Government Sales

Subscribed and sworn before me

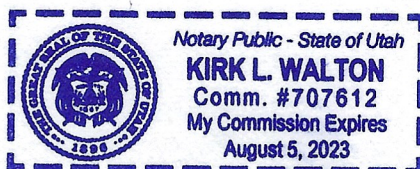
this 1<sup>ST</sup> day of March, 2022

Kirk L. Walton

Notary Public of ~~New Jersey~~ Utah

My commission expires August 5, 2023

SEAL



## PROPOSAL FORM 18: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: H&E Equipment Services, Inc.  
Street Address: 7500 Pecue Lane  
City, State, Zip Code: Baton Rouge, LA 70809

### **Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

### **Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

### **Public Work – Over \$50,000 Total Project Cost:**

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

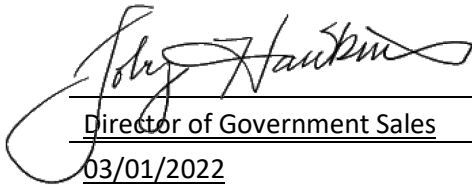
☒ Approved Federal or New Jersey Plan – **Affirmative Action Plan Enclosed. Other AAP available upon request.**

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature

Title of Signatory:

Date:

  
Director of Government Sales  
03/01/2022

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

### **MANDATORY AFFIRMATIVE ACTION LANGUAGE**

#### **PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and

that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

## **PROPOSAL FORM 19: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FROM**

### **Public Agency Instructions**



This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

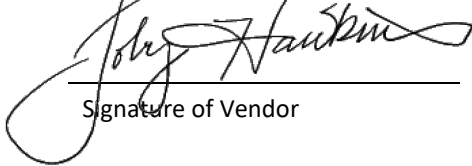
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

**Part I – Vendor Information**

|              |                              |           |            |
|--------------|------------------------------|-----------|------------|
| Vendor Name: | H&E Equipment Services, Inc. |           |            |
| Address:     | 7500 Pecue Lane              |           |            |
| City:        | Baton Rouge                  | State: LA | Zip: 70809 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature of Vendor

Toby Hawkins

Printed Name

Director of Government Sales

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NONE             |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
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☐ Check here if the information is continued on subsequent page(s)

### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

[illegible]

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**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

## PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

### Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

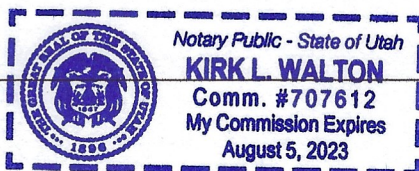
### Check the box that represents the type of business organization:

- ☐ Partnership
- ☒ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

### Stockholders:

|  |   |
|--|---|
| Name: Stockholder Name<br><br>Home Address:<br>Home Address  | Name: Stockholder Name<br><br>Home Address:<br>Home Address |
| Name: Stockholder Name<br><br>Home Address:<br>Home Address  | Name: Stockholder Name<br><br>Home Address:<br>Home Address |
| Name: Stockholder Name<br><br>Home Address:<br>Home Address  | Name: Stockholder Name<br><br>Home Address:<br>Home Address |
| <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">AUTHORIZED SIGNATURE <u><i>John Hawdon</i></u><br/>Subscribed and sworn before me this <u>15</u> day of <u>March</u>, 2022<br/><br/>(Notary Public)</div><div style="width: 45%; text-align: center;"><u><i>Kirk L. Walton</i></u><br/>(Affiant)<br/><br/><u>Kirk L. Walton</u><br/>(Print name &amp; title of affiant)</div></div> |   |



My Commission expires:

(Corporate Seal)

## PROPOSAL FORM 21: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

**Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:**

☐ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

~~3.1.1. Equalis agrees to indemnify and hold Lessor harmless from any and all claims or damages (whether sounding in tort, contract, products liability, statute, or otherwise) arising from, relating to or connected with Equalis's use, transportation, operation, rental, or possession of the Equipment, including but not limited to any loss or damage to the Equipment, any loss, damage or injuries to persons or property, including employees, third parties and their property, and any and all expenses incurred in the defense of such claims, including attorneys' fees and costs.~~

~~3.1.2. Equalis is responsible for the full value of loss or damage to the Equipment, regardless of fault, including lost rental income. Equalis shall, prior to delivery of the Equipment and throughout the rental period, maintain both Commercial General Liability/Commercial Auto Liability and Physical Damage Insurance. Commercial General Liability/Commercial Automobile Liability must name H&E Equipment Services, Inc. as primary and non-contributory additional insured with waiver of subrogation status, and must have a per-occurrence limit of at least \$1,000,000. Physical Damage Insurance must cover the full replacement value all rented Equipment, name H&E Services, Inc. as loss payee, and shall be on an "all risk" form insuring against the perils arising from, but not limited to, Equalis's use, maintenance or possession of the Equipment. Equalis shall provide a Certificate of Insurance and shall provide that the issuing companies give H&E Equipment Services, Inc. thirty (30) days' written notice prior to any cancellation. Equalis will bear all costs associated with this insurance, including any rental or damage not covered by insurance.~~

~~3.8 Governing Law; Invalidity.~~

~~Change to:~~

~~These terms and conditions, and all related documents, will be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to its conflict of laws provisions, the location of the parties or the location where goods or services are delivered or provided. Any claims, legal proceedings or litigation between the parties will be brought solely in the Nineteenth Judicial District Court of Louisiana or the United States District Court for the Middle District of Louisiana, located in East Baton Rouge Parish, Louisiana, and you consent to the exclusive jurisdiction of such courts.~~

~~Keep last sentence~~

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*



## PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

**Attachment A - Administration Agreement included in Section Three of this solicitation is for reference only.**

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Equalis Group Administrative Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- ☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Administration Agreement**.
- ☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and CCOG has determined the respondent met all requirements in their response and may be eligible for award.

## PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

### **BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.**

**Company Name** H&E Equipment Services, Inc.  
**Address** 7500 Pecue Lane  
**City/State/Zip** Baton Rouge, LA 70809  
**Phone Number** 888-446-8725  
**Email Address** govsales@he-equipment.com  
**Printed Name** Toby Hawkins  
**Job Title** Director of Government Sales  
**Authorized Signature** 

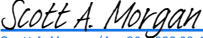
### **Initial Term of the Master Agreement**

**Contract Effective Date:** May 1, 2022  
**Contract Expiration Date:** April 30, 2026  
**Contract Number:** COG-2126A

*(Note: Contract Number will be added prior to CCOG and Equalis Group countersigning.)*


### **THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.**

6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

**By:**   
Scott A. Morgan (Apr 20, 2022 08:44 EDT)  
**Name:** Scott A. Morgan  
**As:** CCOG Board President  
**Date:** Apr 20, 2022

### **EQUALIS GROUP, LLC.**

5550 Granite Parkway, Suite 298  
Plano, Texas 75024

**By:**   
**Name:** Eric Merkle  
**As:** SVP, Procurement & Operations  
**Date:** Apr 20, 2022



# Agreement - CCOG and H&E Equipment (Master) - 2022.05.01

Final Audit Report

2022-04-20

|                 |  |
|-----------------|--|
| Created:        | 2022-04-19                                   |
| By:             | David Robbins (drobbins@equalisgroup.org)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAWu39Mkxrd5XiL7nUIBpZArKiYismjbyH |

## "Agreement - CCOG and H&E Equipment (Master) - 2022.05.01" History



Document created by David Robbins (drobbins@equalisgroup.org)

2022-04-19 - 8:43:14 PM GMT



Document emailed to Scott A. Morgan (smorgan@cuyahogalibrary.org) for signature

2022-04-19 - 8:45:21 PM GMT



Email viewed by Scott A. Morgan (smorgan@cuyahogalibrary.org)

2022-04-20 - 2:09:44 AM GMT



Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)

Signature Date: 2022-04-20 - 12:44:24 PM GMT - Time Source: server- IP address: 66.213.22.193



Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature

2022-04-20 - 12:44:26 PM GMT



Email viewed by Eric Merkle (emerkle@equalisgroup.org)

2022-04-20 - 12:45:42 PM GMT- IP address: 104.47.58.254



Document e-signed by Eric Merkle (emerkle@equalisgroup.org)

Signature Date: 2022-04-20 - 12:45:48 PM GMT - Time Source: server- IP address: 74.135.119.85



Agreement completed.

2022-04-20 - 12:45:48 PM GMT



Adobe Acrobat Sign