



February 28, 2022

COVER LETTER

Equalis Cooperative Group

RFP#: COG-2126

Equipment Rental, Sales, and Services

Bidder: H&E Equipment Services, Inc. (H&E)

Dear Equalis Cooperative Group:

Thank you for the invitation and opportunity to participate in request. It is our pleasure to summary and present our proposal for consideration.

We are eager and looking forward to partnering to taking care of and help build Equalis as a cooperative and providing outstanding equipment service to your membership.

Please feel free to contact us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Toby Hawkins'.

Toby Hawkins

Directory of Government Sales

Mobile: 801-450-1095

thawkins@he-equipment.com



REQUEST FOR PROPOSALS:
EQUIPMENT RENTAL, SALES, AND SERVICES

RFP #:
COG-2126

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
January 28, 2022

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

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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) H&E - Video Introduction: On YouTube: Our Story – https://www.youtube.com/watch?v=VSL25Nh-0Ms&t=65s On Vimeo: Our Story – https://vimeo.com/340294816	
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. <input type="checkbox"/> Partnership – provide the State of registration and the names of all partners. <input type="checkbox"/> Sole Proprietorship – provide the State of registration and the name and title of the principal. <input type="checkbox"/> Joint Venture – provide the State of registration and the names and titles of all principals. <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:		
1.1.10. Authorized Representative. 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
1.2. Financial Strength & Legal Considerations		
1.2.1. Financial Strength. 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.	https://investor.he-equipment.com/financial-information/quarterly-results https://investor.he-equipment.com/financial-information/sec-filings https://investor.he-equipment.com/financial-information/fundamentals/balance-sheet https://investor.he-equipment.com/	
1.2.2. Bankruptcy & Insolvency. 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	
1.2.3. Litigation. 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	

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.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> 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.
1.3.2. <i>Manufacturer Authorization.</i> 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 Letters of Supply 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.
1.3.3. <i>Network Relationship.</i> 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
1.3.4. <i>Industry Experience.</i> 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 st year of operation. One hundred percent of our revenue stems from the products and services that we provided

<p>1.3.5. Geographic Reach. 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&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>1.3.6. Certifications and Licenses. 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>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></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>1.3.7. Awards. 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>1.4. Industry Qualifications</p>	

<p>1.4.1. Public Sector Cooperative Contracts. What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & 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.) 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>1.4.2. Education Success. 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 & school districts and high education)?</p>	<p>2021 - \$10M – 1 %</p>
<p>1.4.3. Government Success. 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>1.4.4. Public Sector Strategic Growth Plan. 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&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&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>


<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>NOTE: 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 2020-\$1.1B 2019-\$1.3B 2018-\$1.2B 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>1.4.5. Customer References.</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">a. Customer contact person and their title, telephone number, and email address;b. A brief description of the products and services provided by your company;c. Customer relationship starting and ending dates; and,d. Notes or other pertinent information relating	<p>Ref #1</p> <p>Agency: Texas Department of Transportation (TXDOT) Contact: Sam Bassett Title: Team Lead, Rental Fleet Coordinators Phone: 512-465-3652 Email: Samuel.Bassett@txdot.gov Product/Services Provided: H&E provides comprehensive rental services to TXDOT for a wide variety of aerial lifts, earthmoving equipment, material handling equipment, and general construction equipment. October 2021 to September 2024</p> <p>Ref #2</p> <p>Agency: North East ISD Contact: Henry Enriques Title: Maintenance Superintendent Phone: 210-465-2402 Email: eenriq@neisd.net Product/Services Provided: equipment rental, parts, service Contract Period: as needed</p> <p>Ref #3</p> <p>Agency: North Carolina Department of Transportation (NCDOT) Contact: Earl M Ford Title: Fleet Support Specialist, Division 14 Equipment Phone: 828 631-5563 Email: emford@ncdot.gov</p>												

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

2.1. PRODUCTS & SERVICES

<p>2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>Please see the H&E Product and Services Guide attached.</p>
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<p>2.1.2. Open Market Products. 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&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>2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors.</p>	<ul style="list-style-type: none">• We're an equipment company, Run by equipment people.• 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• Employee tenure – Many employees have decades of experience, bringing experience and value to customers• Focus on quality (with employees, products, services), rapid response, and appreciation for those we serve• Youngest rental fleet in the industry-avg 40 months...which means safer and more reliable• Value added services found in our Customer Dashboard• 5-S.T.A.R.S. Core Values of Safety First, Thankful for customers, Accessible, Responsible, Solutions-oriented	
<p>2.1.4. Manufacturing. If best identified as a manufacturer, describe</p>	N/A	

<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 & quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	
<p>2.1.5. <i>Warranty.</i> 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 <u>Attachment B – Cost Proposal.</u></p>	<p>Warranties & Return Policy NEW EQUIPMENT WARRANTY H&E Equipment Services, Inc. (H&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&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>RENTAL WARRANTY 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>All Warranty matters should be sent to:</p> <p>H&E Equipment Services, Inc. Contact Name: Thomas Hendrick, Corporate Warranty Manager Address: 7500 Pecue Lane, Baton Rouge, LA 70809</p>

	Email: thendrick@he-equipment.com Office: (225) 298-5320 Mobile: (901) 601-0234
2.2. Additional Services	
2.2.1. Turnkey Capabilities. 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.
2.2.2. Installation. 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.
2.2.3. Installation or Set-up. 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.
2.2.4. Qualifications. 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
2.2.5. Training. If yes, provide a description of the training services offered. Note: <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.
2.2.6. Maintenance Services. 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

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>
2.3. Value Add	
2.3.1. Additional Offering. 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.
3. <u>Business Operations</u>	
3.1.1. Logistics	
3.1.2. Distribution Capabilities. Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.	<p>H&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: https://he-equipment.com/locations</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>
3.1.3. Distribution Centers. 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: https://he-equipment.com/locations
3.1.4. Fill Rates. 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

<p>3.1.5. On Time Delivery Rate. 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>3.1.6. Expedited Orders. 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: 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>3.2. Customer Service</p>	
<p>3.2.1. Customer Service Department. Describe your company's customer service department & 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&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: https://he-equipment.com/locations</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>3.2.2. Complaint Resolution. 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	
<p>3.3.1. Authorized Distributors, Agents, Dealers, or Resellers. 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>NOTE: 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&E is a self-performing contractor. We do not use any outside distributors, agents, dealers, brokers, or resellers</p>
<p>3.3.2. Customer Set Up. 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&E account number. We do not 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>

	 <p style="text-align: center;">GOVERNMENT ACCOUNT INFORMATION SHEET</p> <p>Thank you for your interest in doing business with H&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 govsales@he-equipment.com.</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>INVOICING Name of "Bill To" Entity: <input type="text"/> Physical Address of "Bill To" Entity: <input type="text"/> City, State Zip Code: <input type="text"/> <input type="text"/> <input type="text"/> Invoicing Address (if different): <input type="text"/> City, State Zip Code: <input type="text"/> <input type="text"/> <input type="text"/> Phone Number: <input type="text"/> Fax Number: <input type="text"/> Email Invoices? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Email Address if Yes: <input type="text"/> PURCHASING Purchasing Department: <input type="text"/> Contact Name: <input type="text"/> Contact Phone: <input type="text"/> Contact Email: <input type="text"/> Purchase Order Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> ACCOUNTS PAYABLE Contact Name: <input type="text"/> Contact Phone: <input type="text"/> Contact Email: <input type="text"/> INTERNAL USE Branch #: <input type="text"/> Sales Rep: <input type="text"/> <small>7500 Pines Lane / Baton Rouge, LA 70809 / HC-equipment.com P: 225-295-5286 / Toll Free: 800-255-6943</small> RENTALS SALES PARTS SERVICE </p>
<p>3.3.3. Order Process. 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>3.3.4. Invoice Process. 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>


<p>3.3.5. <i>Payment.</i> 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: Check Credit Cards (no additional fees for large charges) ACH One-Time and Virtual credit card payments Cash EPay Check Routing Number Wire Transfer</p>
<p>3.3.6. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>H&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>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>3.4.2. H&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&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>4. <u>PRICING</u></p>	
<p>4.1. Cost Proposal</p>	
<p>4.1.1. <i>Pricing Model.</i> 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>

<p>4.1.2. Auditable. 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>4.1.3. Price Change Process. 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>4.1.4. Cost Proposal Value. 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, or lower than, 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>4.1.5. Additional Savings. 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>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.</p>
<p>4.1.6. Cost of Shipping. 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&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>

<p>4.1.7. Pricing Open Market or Sourced Goods. 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>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</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>4.1.8. Total Cost of Acquisition. 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>Equipment Rental – Possible Additional Costs Environmental Fee-1.9% Loss Damage Waiver Fee-15% of rental rate (always waived with submission of COI or Letter of Self Insurance) Taxes if non-tax- exempt status</p> <p>Equipment Purchase – Possible Additional Costs Taxes if non-tax-exempt status Unusual freight requirements</p>
<p>5. <u>Go-To-Market Strategy</u></p>	
<p>5.1. Bidder Organizational Structure & Staffing of Relationship</p>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 	<p>Executive Contact: Toby Hawkins Contract Manager: Toby Hawkins Sales Leader: Ryan Wilkey Reporting Contact: Toby Hawkins Marketing Contact: Paul Stephen and Toby Hawkins POC: Toby Hawkins</p> <p>RESUMES:</p> <p>Name: Toby Hawkins</p>

<p>5. Marketing Contact.</p> <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Title: Director of Government Sales</p> <p>Current responsibilities/assignments as they relate to Equalis Cooperative Group:</p> <ul style="list-style-type: none"> • Direct and oversee efforts to enhance and secure equipment rentals and sales in the government sector, including cooperative purchasing agencies, throughout the H&E service territory. • 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. • Thereafter to be an liaison between our H&E and Equalis to deliver superior service and performance by coordinating the announcement of contract award to H&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&E accounts for Equalis members; coordinate financial reporting to Equalis; and respond to every other need to ensure success with this partnership. <p>Years of employment with H&E: 35</p> <p>Years of employment in equipment rental industry: 35</p> <p>Positions Held: Promotion Manager, Marketing Manager, Marketing Director, VP Marketing, Director of Government Sales</p> <p>Experience: Outstanding internal and external communicator...promoting, marketing, and advertising H&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>Name: Ryan Wilkey</p> <p>Title: VP of Sales – Western Division</p> <p>Current responsibilities:</p> <ul style="list-style-type: none"> • Responsible for the overall strategic direction and initiatives for the Western Division at H&E Equipment Services, Inc. • Responsible for the growth and management of Select Account (Strategic Accounts) and Advantage Accounts (National Accounts) Program within the Western Division. • Oversee overall Government Sales Business activity and initiatives for the company.
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	<ul style="list-style-type: none"> Responsible for developing, managing, and delivering the company's Sales Training Program. <p>Years of employment with H&E: 10 Years of employment in equipment industry: 20 Positions Held: Sales Representative, Business Development Manager, Branch Manager, Regional Sales Manager, Vice President of Sales Experience: 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&E Equipment does business and services our top-tier customers – including the Government sector.</p> <p>Name: Paul P. Stephen Title: Vice President of Sales and Marketing Current responsibilities/assignments as they relate to Equalis Cooperative Group:</p> <ul style="list-style-type: none"> Responsible for leading the planning, development, and execution of marketing, internal/external communications, sales enablement, and reputation management initiatives. Responsible for developing digital and print collateral to equip and support the sales efforts needed for new partnerships. Responsible for internal sales communications to create awareness and a call to action for the company's sales teams. Responsible for all cooperative partnership branding and external communications. <p>Years of employment with H&E Equipment Services, Inc.: 7 Years of employment in equipment rental industry: 7 Positions Held: Vice President of Marketing, Vice President of Sales and Marketing Experience: 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>5.1.2. Sales Organization. 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>H&E Sales Team Structured as follows from the top down: CEO President, COO Senior Division VPs (3) Regional VPs (6) VP of Sales – (Eastern, Central, Western) District Managers (16) District Sales Managers (16) Branch Managers (105) 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&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>5.2. Contract Implementation Strategy & Expectations</p>	
<p>5.2.1. Contract Expectation. 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>

<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>5.2.2. Five (5) Year Sales Vision & Strategy. 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&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&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>5.2.3. Sales Team Incentives. 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>5.2.4. Sales Objectives. 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>

	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!
6. <u>ADMIN FEE & REPORTING</u>	
6.1. Bidder Organizational Structure & Staffing of Relationship	
6.1.1. Administrative Fee. 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 two percent (2%) based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u>	<input checked="" type="checkbox"/> <u>Agree</u> to proposed Administrative Fee <input type="checkbox"/> <u>Negotiate</u> Administrative Fee. Provide additional information below if you opt to negotiate.
	Click here to provide additional information.
6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th 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.
6.1.3. Self-Audit. 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&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>

<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

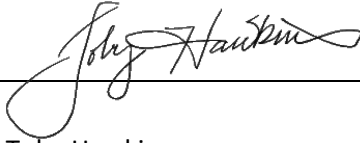
I, Toby Hawkins, hereby certify and affirm that Bidder Name either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts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

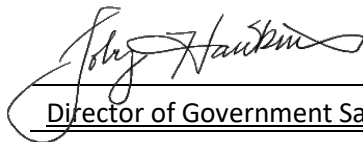
Respondents Name:

Toby Hawkins

Mailing Address:

7500 Pecue Lane, Baton Rouge, LA
70809

Signature



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.

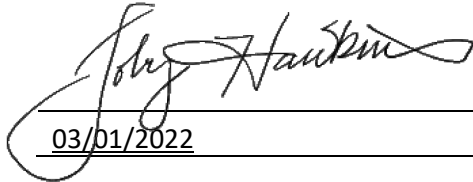
The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

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*

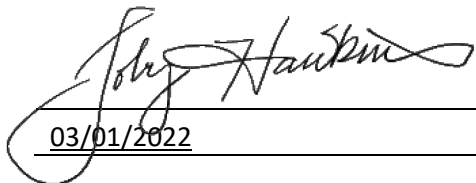
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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. 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.)

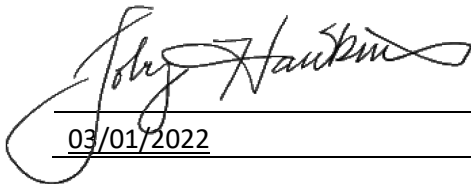
Name	Address	Interest
NONE		

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:

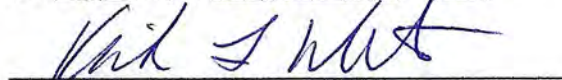
Job Title:



Director of Government Sales

Subscribed and sworn before me

this 1ST day of March, 2022



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

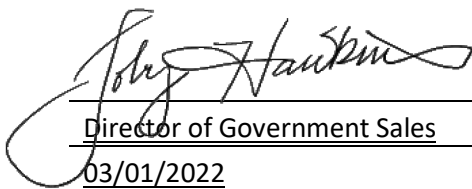
☒ Approved Federal or New Jersey Plan – *Affirmative Action Plan Enclosed. Other AAP available upon request.*

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

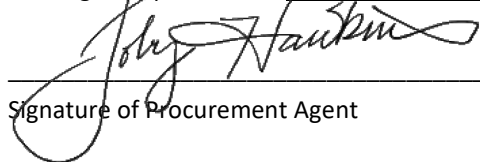
Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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).

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. 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

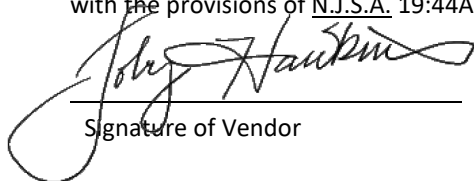
Required Pursuant To N.J.S.A. 19:44A-20.26

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			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

Page | 50

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

(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:	
Name:	Scott A. Morgan
As:	CCOG Board President
Date:	

EQUALIS GROUP, LLC.

5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	
Name:	Eric Merkle
As:	SVP, Procurement & Operations
Date:	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. H&E EQUIPMENT SERVICES, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>D</u> <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. REMIT TO LOCKBOX PO BOX 849850	Requester's name and address (optional)
	6 City, state, and ZIP code DALLAS, TX 75284	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-			-			
or									
Employer identification number									
8	1	-	0	5	5	3	2	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	<small>Digitally signed by rmercer Date: 2022.01.04 15:27:59 +06'00'</small>	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Affirmative Action Program for
Protected Veterans**

H&E Equipment
Corporate (Baton Rouge, LA)

**Affirmative Action Program
For Protected Veterans**

January 1, 2022 through December 31, 2022
Plan Year

CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of H&E which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to H&E or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

**H&E Equipment
Corporate (Baton Rouge, LA)**

**AFFIRMATIVE ACTION PROGRAM
FOR PROTECTED VETERANS**

**January 1, 2022 through December 31, 2022
Plan Year**

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Introduction

H&E Equipment (H&E) sets forth this affirmative action program (“AAP”) for the year from January 1, 2021 through December 31, 2021, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan H&E continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this AAP, H&E recognizes its duty to ensure equal employment opportunity.

Definitions. For the purposes of this AAP, the term “Protected Veteran” shall be defined as follows, according to the VEVRAA regulations:

Active Duty Wartime or Campaign Badge Veteran means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, under the laws administered by the U. S. Department of Defense.

Armed Forces Service Medal Veteran means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation to which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Disabled Veteran means:

1. A veteran of the U. S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or
2. A person who was discharged or released from active duty because of a service-connected disability.

Protected Veteran means a veteran who is protected under the non-discrimination and affirmative action provisions of VEVRAA; specifically, a veteran who may be classified as a “disabled veteran,” “recently-separated veteran,” “active duty wartime or campaign badge veteran,” and/or an “Armed Forces Service Medal Veteran” as defined by this AAP and VEVRAA.

Recently-Separated Veteran means any veteran during the three-year period beginning on the date of such veteran’s discharge or release from active duty in the U.S. military, ground, naval, or air service.

Pre-JVA veterans are those who would be protected by 41 C.F.R. Part 250 if it were not rescinded, but would not be protected under 41 C.F.R. Part 300, and if H&E is found to still be signatory to any federal contracts signed on or before November 30, 2003 and which have not since been amended, modified and/or extended.

Equal Employment Opportunity Policy Statement

41 C.F.R. § 60-300.44(a)

In setting forth this plan H&E reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Emily McGuffey Dill, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. H&E's top U.S. executive supports H&E's AAP.

H&E provides for an audit and reporting system regarding H&E's affirmative action responsibilities under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended ("VEVRAA") regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

H&E recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to protected veteran status; and ensures that all employment actions are based only on valid job requirements. It is H&E's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. H&E will safeguard the fair and equitable treatment of protected veteran spouses and family members with regard to all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran. H&E's employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with H&E or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for protected veterans;
3. opposing any act or practice made unlawful by VEVRAA or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for protected veterans; or
4. exercising any other right protected by VEVRAA or its implementing regulations.

H&E's full AAP, absent the data metrics required by 41 CFR § 60-300.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at H&E's establishment.

Review of Personnel Processes

41 C.F.R. § 300.44(b)

1. H&E ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. H&E also ensures that when a protected veteran is considered for employment opportunities, H&E relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue.
3. H&E ensures that its personnel processes do not stereotype protected veterans in a manner which limits their access to all jobs for which they are qualified.
4. H&E periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. A description of the review and any necessary modifications to personnel processes or development of new processes is included in this AAP.
5. H&E designs procedures that facilitate a review of the implementation of this requirement by H&E and the Government. The procedures H&E uses are as follows:
 - a. The application or personnel form of each known applicant who is a protected veteran is annotated to identify each vacancy for which the applicant was considered, and the form will be quickly retrievable for review by the Department of Labor and H&E's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and H&E undertakes any accommodation which makes it possible for it to place a disabled veteran on the job, H&E makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-300.23(d).

Physical and Mental Job Qualifications

41 C.F.R. § 300.23 and 44(c)

1. H&E adheres to a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position and are consistent with job necessity.
2. Whenever H&E applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status such as

promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity. H&E reviews its job descriptions and qualifications to ensure they accurately reflect job duties and responsibilities. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

3. No pre-employment physical examinations or questionnaires are used by H&E prior to a job offer contingent on such examinations and other requirements.
4. H&E may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
5. When H&E conducts a medical examination or inquiry of a protected veteran it will do so according to the terms and conditions of the VEVRAA and Section 503 regulations, and the results of such an examination or inquiry are kept confidential according to federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities or protected veterans, or enforcing The Americans with Disabilities Act (“ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“ADAAA”), shall be provided relevant information on request.

Reasonable Accommodation

41 C.F.R. §60-300.44(d)

1. It is H&E's policy as a matter of nondiscrimination to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified disabled veterans unless it can demonstrate that the accommodation would impose an undue hardship on H&E's business, in accordance with the terms and conditions of Section 503 regulations. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 60-300.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee who is known to be a disabled veteran is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, H&E confidentially notifies the employee of the performance problem and inquires whether the problem is related to the employee's disability.
3. If the employee responds affirmatively, H&E confidentially inquires whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-300.44(e)

H&E has developed and implemented procedures to ensure its employees are not harassed because of their status as a protected veteran.

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 300.44(f)

1. H&E sends written notification of its policy related to affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
2. H&E undertakes appropriate outreach and positive recruitment activities such as some of those listed below that are reasonably designed to effectively recruit protected veterans. It is not contemplated that H&E will necessarily undertake all the activities listed below or that its activities will be limited to the items listed below. The scope of H&E's efforts shall depend upon all circumstances, including H&E's size and resources and the extent to which existing employment practices are adequate.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for veterans to fulfill its commitment to provide meaningful employment opportunities for such veterans:
 - i. The Local Veterans' Employment Representative in the local employment service office (i.e. the One-Stop) nearest H&E's establishment;
 - ii. The Department of Veterans Affairs Regional Office nearest H&E's establishment;
 - iii. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;
 - iv. The service officers of the national veterans' groups active in the area of H&E's establishment;
 - v. Local veterans' groups and veterans' service centers near H&E's establishment;
 - vi. The Department of Defense Transition Assistance Program (TAP), or any subsequent program that, in whole or in part, might replace TAP; and
 - vii. Any organization listed in the Employer Resources section of the National Resource Directory (<http://www.nationalresourcedirectory.gov/>), or any future service that replaces or complements it.
 - b. H&E also considers taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:
 - i. Formal briefing sessions should be held, preferably on H&E's premises, with representatives from recruiting sources.

- ii. H&E's facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the company's selection process, and recruiting literature are an integral part of the briefing. At any such briefing sessions, the H&E official in charge of its affirmative action program is in attendance when possible. Formal arrangements should be made for referral of applicants, follow up with sources, and feedback on disposition of applicants.
 - iii. H&E's recruitment efforts at all educational institutions incorporate special efforts to reach students who are protected veterans.
 - iv. An effort is made to participate in work-study programs with Department of Veterans Affairs rehabilitation facilities which specialize in training or educating disabled veterans.
 - v. Protected veterans are made available for participation in career days, youth motivation programs, and related activities in their communities.
 - vi. H&E takes any other positive steps it deems necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.
 - vii. H&E, in making hiring decisions, considers applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.
 - viii. H&E considers listing its job openings with the National Resource Directory's Veterans Job Bank, or any future service that replaces or complements it.
3. H&E documents all activities it undertakes to comply with the obligations of this section, and retain these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts

41 C.F.R. § 300.44(f)(3)

1. H&E, on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. H&E documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and H&E's conclusion as to whether each effort was effective. Among these criteria shall be the data collected pursuant to 41 C.F.R. § 60-300.44(k) for the current year and the two most recent previous years. If H&E concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement

alternative efforts listed in paragraphs (f)(1) or (f)(2) of this section to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-300.44(g)

1. H&E recognizes that a strong outreach program will be ineffective without adequate internal support from supervisory and management personnel and other employees.
2. H&E implements and disseminates this policy internally as follows:
 - a. includes it in H&E's policy manual or otherwise make the policy available to employees; and
 - b. if H&E is party to a collective bargaining agreement, it notifies union officials and/or employee representatives to inform them of H&E's policy, and request their cooperation.
3. Further, to assure greater employee cooperation and participation in H&E's efforts, H&E has developed the internal procedures listed in this section of the AAP for communication of its obligation to engage in affirmative action efforts to employ and advance in employment qualified protected veterans. It is not contemplated that H&E's activities will be limited to those listed. These procedures shall be designed to foster understanding, acceptance and support among H&E's executive, management, supervisory and other employees and to encourage such persons to take the necessary actions to aid H&E in meeting this obligation. H&E additionally considers implementing and disseminating this policy internally as follows:
 - a. Informing all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;
 - b. Publicizing it in H&E's newspaper, magazine, annual report and other media;
 - c. Conducting special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;
 - d. Discussing the policy thoroughly in both employee orientation and management training programs; and
 - e. When employees are featured in employee handbooks or similar publications for employees, including disabled veterans.

Audit and Reporting System

C.F.R. § 60-300.44(h)

1. H&E has designed and implemented an audit and reporting system that:
 - a. Measures the effectiveness of H&E's AAP;
 - b. Indicates any need for remedial action;
 - c. Determines the degree to which H&E's objectives have been attained;
 - d. Determines whether known protected veterans have had the opportunity to participate in all of H&E's sponsored educational, training, recreational and social activities;
 - e. Measures H&E's compliance with the AAP's specific obligations; and
 - f. Documents the actions taken to comply with the obligations of paragraphs (i) through (v) above, and retain these documents as employment records for three years subject to the recordkeeping requirements of § 60-300.80.
2. Where the affirmative action program is found to be deficient, H&E undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

1. Identification and Responsibilities of EEO/AA Administrator

41 C.F.R. § 60-300.44(i)

In furtherance of H&E's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing H&E's AAP rests with its EEO/AA Administrator, whose identity should appear on all internal and external communications regarding H&E's AAP. The EEO/AA Administrator shall be given top management support and staff to manage the implementation of this program as it pertains to all applicable laws, orders and regulations, including VEVRAA. Specifically, Emily McGuffey Dill or the designated representative's duties include:

- a. Ensures that H&E lists its job openings in accordance with the requirements of 41 C.F.R. § 300.5.
- b. Ensuring H&E posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as H&E's obligation under the law to take affirmative action to

employ and advance in employment qualified employees and applicants who are protected veterans.

- c. Ensuring H&E's applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when H&E knows that an applicant or employee is unable to read the poster because of a disability. H&E may also provide the poster to an applicant or employee who is a disabled veteran in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual who is a disabled veteran to access the contents of a poster.
- d. Ensuring that, with respect to employees, if any, who do not work at a physical location of H&E, H&E satisfies its posting obligations by posting such notices in an electronic format, provided that H&E provides computers, or access to computers, that can access the electronic posting to such employees, or H&E has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- e. Ensuring electronic notices for employees are posted in a conspicuous location and format on H&E's intranet or sent by electronic mail to employees. An electronic posting is used by H&E to notify job applicants of their rights if H&E utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- f. Ensuring that to the extent this requirement is applicable to H&E, H&E notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-300.44(g).
- g. Ensuring H&E includes the provisions of this clause in every subcontract or purchase order in excess of \$150,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor pursuant to VEVRAA, so that such provisions will be binding upon each subcontractor or vendor, under the terms and conditions of 41 CFR § 60-300.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 80 FR 38293 (2015).
- h. Ensuring that all solicitations or advertisements for employees placed by or on behalf of H&E, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.
- i. Developing, maintaining and, where appropriate, modifying H&E's AAP for protected veterans, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure H&E's policies are followed, and monitoring the effectiveness of these actions.
- j. Advising supervisors that they are responsible to prevent harassment of employees due to their status as a protected veteran.
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.

- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of the Company and the AAP's effectiveness, including auditing the contents of H&E's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date.
- m. Serving as liaison between H&E and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for protected veterans.
- n. Evaluating the effectiveness of H&E's plan on a regular basis, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Assisting in ensuring that H&E has processes and procedures: a) to ensure career counseling for employees who are protected veterans, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure protected veterans are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the VEVRAA regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for H&E's job applicants as set forth in 41 C.F.R. § 60-300.42 (a); and
 - ii. Post-offer identification procedures for H&E's job applicants as set forth in 41 C.F.R. § 60-300.42 (a).

Further, H&E does not compel or coerce an individual to self-identify as a protected veteran. H&E keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical or personnel files of individual employees) as set forth in 41 C.F.R. § 60-300.23(d). H&E only uses the self-identification information in accordance with the VEVRAA regulations.

- u. Ensuring that H&E complies with its obligations under 41 C.F.R. § 60-300.45, which requires that H&E establish benchmarks for hiring, the purpose of which is to create a

quantifiable method by which H&E can measure its progress toward achieving equal employment opportunity for protected veterans. The benchmarks will be set on an annual basis and will be documented also as set forth in this AAP.

- v. If an applicant identifies himself or herself as a disabled veteran in the post-offer self-identification detailed above, H&E inquires of the applicant whether an accommodation is necessary, and, if so, engages with the applicant regarding reasonable accommodation. H&E may make such inquiries to the extent they are consistent with the Americans with Disabilities Act. H&E maintains a separate file in accordance with Section 60-300.23(d) on persons who have self-identified as disabled veterans.

2. Management Responsibilities

41 C.F.R. § 60-300.44(i)

Line and upper management are advised of their responsibilities for H&E's AAP regarding protected veterans within his or her area of responsibility, including but not limited to their obligations to:

- a. Review H&E's AAP for protected veterans with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure protected veterans are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding protected veterans does not occur.
- e. Make available career counseling to employees who are protected veterans, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.
- h. Assist subordinates and upper management in the prevention of harassment.
- i. Show support for this AAP.

Affirmative Action Training

41 C.F.R. § 60-300.44(j)

H&E provides training to all personnel involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure its AAP commitments are implemented.

**Affirmative Action Program for
Individuals with Disabilities**

H&E Equipment
Corporate (Baton Rouge, LA)

**Affirmative Action Program
for
Individuals with Disabilities**

January 1, 2022 through December 31, 2022
Plan Year

CONFIDENTIAL, TRADE SECRET, AND PRIVATE MATERIAL

This Affirmative Action Plan contains confidential, trade secret, commercial, and private information of H&E, which is protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to the Trade Secrets Act, 18 U.S.C. § 1905. The release of this information could cause substantial harm to H&E or its employees within the meaning of the Freedom of Information Act ("FOIA"), 5 U.S.C. §§ 552 (b)(3), (4), (6) and (7) and the Trade Secrets Act. FOIA protects information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). Furthermore, release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CNA Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 (D.C. Cir.), cert. denied, 485 U.S. 977 (1988).

**H&E Equipment
Corporate (Baton Rouge, LA)**

**AFFIRMATIVE ACTION PROGRAM
FOR
INDIVIDUALS WITH DISABILITIES**

**January 1, 2022 through December 31, 2022
Plan Year**

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Introduction

H&E Equipment (H&E) sets forth this Affirmative Action Program (“AAP”) for the year from January 1, 2021 through December 31, 2021, reaffirming its commitment to the spirit and letter of affirmative action law. Through the implementation of this plan H&E continues its efforts to comply with Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and its implementing regulations, as amended, and to make the best possible use of personnel while contributing to the betterment of society and the community.

In developing this plan, H&E recognizes its duty to ensure equal employment opportunity for, and to prevent discrimination against, individuals with disabilities. The following statement of policy reinforces that belief.

Equal Employment Opportunity Policy Statement

41 C.F.R. § 60-741.44(a)

In setting forth this plan H&E reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Emily McGuffey Dill, as the EEO Administrator, oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. H&E’s top U.S. executive supports H&E’s AAP.

H&E provides for an audit and reporting system regarding H&E’s affirmative action responsibilities under Section 503 regulations, and assigns overall responsibility for the implementation of affirmative action responsibilities under these regulations.

H&E recruits, hires, trains and promotes persons in all job titles, and ensures that all personnel actions are administered without regard to disability; and ensures that all employment actions are based only on valid job requirements. H&E’s employees and applicants are not subjected to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any of the following activities:

1. filing a complaint with H&E or with Federal, state, or local agencies regarding the status covered under this AAP;
2. assisting or participating in any investigation, compliance review, hearing, or any other activity related to the administration of any Federal, State, or local law requiring equal employment opportunity for individuals with disabilities;
3. opposing any act or practice made unlawful by Section 503 or its implementing regulations, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities; or
4. exercising any other right protected by Section 503 or its implementing regulations in this part.

H&E's full AAP, absent the data metrics required by 41 CFR § 60-741.44(k), is available for inspection upon request. The method of obtaining a copy of the AAP is listed within the affirmative action policy statement physically posted at H&E's establishment.

Review of Personnel Processes

41 C.F.R. § 741.44(b)

1. H&E ensures its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available.
2. H&E also ensures its personnel processes do not stereotype individuals with disabilities in a manner which limits their access to jobs for which they are qualified.
3. H&E also ensures its applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communications technologies.
4. H&E provides necessary reasonable accommodation to ensure applicants and employees with disabilities receive equal opportunity in the operation of personnel processes. H&E periodically reviews such processes and makes any necessary modifications to ensure that these obligations are carried out. H&E designs procedures that facilitate a review of the implementation of this requirement by H&E and the Government. A description of the review and any necessary modifications to personnel processes or development of new processes are included in this AAP, and are as follows:
 - a. The application or personnel form of each known applicant who is an individual with a disability is annotated to identify each vacancy for which the applicant was considered, and the form is quickly retrievable for review by the Department of Labor and H&E's personnel officials for use in investigations and internal compliance activities.
 - b. Where applicants or employees are selected for hire, promotion, or training and H&E undertakes any accommodation which makes it possible for him or her to place an individual with a disability on the job, H&E makes a record containing a description of the accommodation. The record is treated as a confidential medical record in accordance with § 60-741.23(d).

Review of Physical and Mental Job Qualifications

41 C.F.R. § 60-741.44(c)

1. H&E has the following schedule for its review of physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified people with disabilities, such qualifications are job-related for the position in question and consistent with business necessity, and adheres to this

schedule. The schedule is as follows as job openings become available; as new job qualifications are established; and/or, when new equipment is installed.

2. Whenever H&E applies physical or mental qualification standards in the selection of applicants or employees for employment or other changes in employment status such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals on the basis of disability, the standards are related to the specific job or jobs for which the individual is being considered and consistent with business necessity.
3. H&E may use as a defense to a violation of its obligations in Paragraph 2 above that an individual poses a direct threat to the health or safety of the individual or others in the workplace.
4. No pre-employment physical examinations or questionnaires are used by H&E prior to a job offer contingent on such examinations and other requirements.
5. When H&E conducts a medical examination or inquiry of a person with a disability, it will do so according to the terms and conditions of the Federal Regulations implementing Section 503, and the results of such an examination or inquiry are kept confidential according to Federal regulations, which includes the following exceptions:
 - a. Supervisors and managers may be informed regarding restrictions on the work or duties of the applicant or employee and necessary accommodations;
 - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and,
 - c. Government officials engaged in enforcing the laws administered by the OFCCP regarding individuals with disabilities, or enforcing The Americans with Disabilities Act (“the ADA”) and The Americans with Disabilities Act Amendment Act of 2008 (“the ADAAA”), shall be provided relevant information on request.

Reasonable Accommodation to Physical and Mental Limitations

41 C.F.R. § 60-741.44(d)

1. It is H&E's policy, as a matter of nondiscrimination, to make reasonable accommodation to the known physical and mental limitations of all otherwise qualified individuals with a disability, unless H&E can demonstrate that the accommodation would impose an undue hardship on H&E's business. Undue hardship will be determined by its definition under applicable regulations under Section 503 including, but not limited to the following: Undue hardship means, with respect to the provision of an accommodation, significant difficulty or expense incurred by the contractor, when considered in light of the factors set forth in 41 CFR § 741.2 (aa)(2), such as the overall financial resources of the facility and the impact of the accommodation upon the operation of the facility (this is not an all-inclusive list).
2. As a matter of affirmative action, if an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, H&E shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, H&E shall confidentially inquire whether the employee is in need of a reasonable accommodation.

Anti-Harassment Procedures

41 C.F.R. § 60-741.44(e)

H&E has developed and implemented procedures to ensure that its employees are not harassed on the basis of disability.

External Dissemination of Policy, Outreach, and Positive Recruitment

41 C.F.R. § 60-741.44(f)

1. H&E undertakes appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. It is not contemplated that H&E will necessarily undertake all the activities listed in Paragraph (f)(2) of this section or that its activities will be limited to those listed. The scope of H&E's efforts shall depend upon all the circumstances, including the contractor's size and resources and the extent to which existing employment practices are adequate.
2. Examples of outreach and recruitment activities. Below are examples of outreach and positive recruitment activities H&E may undertake in accordance with Paragraph 1 of this section.
 - a. Enlisting the assistance and support of the following persons and organizations in recruiting, and developing on-the-job training opportunities for individuals with disabilities, to fulfill its commitment to provide equal employment opportunity for such individuals:

- i. the State Vocational Rehabilitation Service Agency (“SVRA”), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
 - ii. the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
 - iii. the Department of Veterans Affairs Regional Office nearest H&E’s establishment (www.va.gov);
 - iv. entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (www.earnworks.com);
 - v. local Employment Network (“EN”) organizations (other than H&E, if H&E is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory (www.yourtickettowork.com/endir);
 - vi. local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
 - vii. placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and
 - viii. private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.
- b. In addition, H&E has considered taking the actions listed below to fulfill its commitment to provide equal employment opportunities to individuals with disabilities. It is not contemplated that H&E will necessarily undertake all of the activities listed below.
- i. Formal briefing sessions held, preferably on H&E’s premises, with representatives from recruiting sources. H&E’s facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of H&E’s selection process, and recruiting literature are an integral part of any such briefing. At any such briefing sessions, H&E’s official in charge of H&E’s AAP should be in attendance when possible. Formal arrangements are made for referral of applicants, follow up with sources, and feedback on disposition of applicants, from any such briefings.

- ii. H&E's recruitment efforts at all educational institutions incorporate special efforts to reach students who are individuals with disabilities.
 - iii. H&E makes an effort to participate in work-study programs for students, trainees, or interns with disabilities in programs found through outreach, such as to State and local schools and universities, and through EARN.
 - iv. Individuals with disabilities may be made available for participation in H&E's career days, youth motivation programs, and related activities in H&E's communities.
 - v. H&E takes any other positive steps it deems necessary to attract individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA) (<http://rsa.ed.gov/>), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.
 - vi. H&E, in making hiring decisions, considers applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.
- 3. H&E sends written notification of its policy relating to its affirmative action efforts to all its covered federal subcontractors, including covered subcontracting vendors and suppliers, requesting appropriate action on their part.
 - 4. H&E documents all activities it undertakes to comply with the obligations of this section, and retains these documents for a period of three (3) years.

Assessment of External Outreach and Recruitment Efforts

41 C.F.R. § 60-741.44(f)(3)

- 1. H&E on an annual basis, reviews the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with disabilities. H&E documents each evaluation, including at a minimum the criteria it used to evaluate the effectiveness of each effort and H&E's conclusion as to whether each effort was effective. Among these criteria shall be the data H&E collected pursuant to 41 C.F.R. § 741.44(k) for the current year and the two most recent previous years. If H&E concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it identifies and implements alternative efforts listed in Paragraph 2 above to fulfill its obligations.

Internal Dissemination of Policy

41 C.F.R. § 60-741.44(g)

1. H&E recognizes that even a strong outreach program for individuals with disabilities may be ineffective without adequate internal support from its supervisors and employees. Therefore, to ensure greater employee cooperation and participation in H&E's efforts regarding its obligation to engage in affirmative action efforts to employ and advance in employment qualified individuals with disabilities, H&E has developed the following internal procedures. These procedures have been designed to foster understanding, acceptance and support among H&E's executive, management, supervisory, and other employees to encourage such persons to take the necessary actions to aid the contractor in meeting this obligation.
2. H&E implements and disseminates this policy internally as follows:
 - a. includes the policy in H&E's policy manual or otherwise makes the policy available to employees; and
 - b. where H&E is a party to a collective bargaining agreement, it notifies union officials and/or employee representatives of the contractor's policy and request their cooperation;
3. Below are some of the other methods H&E may additionally use to implement and disseminate this policy internally:
 - a. informs all employees and prospective employees of H&E's commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities;
 - b. periodically schedules special meetings with all employees to discuss the policy and explain individual employee responsibilities;
 - c. publicizes the policy in H&E's newspaper, magazine, annual report and other media;
 - d. conducts special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation making clear H&E's chief executive officer's support for the affirmative action policy;
 - e. discusses the policy thoroughly in both employee orientation and management training meetings;
 - f. includes articles on accomplishments of individuals with disabilities in H&E's publications; and
 - g. when employees are featured in employee handbooks and similar publications, includes individuals with disabilities.

Audit and Reporting System

41 C.F.R. § 60-741.44(h)

H&E has designed and has implemented an audit and reporting system that:

1. Measures the effectiveness of H&E's affirmative action program.
2. Indicates any need for remedial action.
3. Determines the degree to which H&E's affirmative action objectives have been attained.
4. Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored-educational, training, recreational and social activities.
5. Measures H&E's compliance with the AAP's specific obligations.
6. Documents the actions taken to comply with the obligations of Paragraphs (1) through (5) of this section, and retain these documents as employment records for a period of three years from the date of making of the record.
7. Where H&E, upon its review, finds its AAP to be deficient and need further progress, H&E undertakes necessary action to bring the program into compliance.

Responsibility for Implementation of the Plan

41 C.F.R. § 60-741.44(i)

1. Identification and Responsibilities of the EEO/AA Administrator. 41 C.F.R. § 60-741.44(i)

In furtherance of H&E's commitment to Affirmative Action and Equal Employment Opportunity, overall responsibility for implementing H&E's AAP rests with its EEO/AA Administrator, whose identity appears on all internal and external communications regarding H&E's AAP. The EEO/AA Administrator has been given the necessary senior management support and staff to manage the implementation of this AAP. Specifically, Emily McGuffey Dill or the designated representative's duties include the following, all of which are administered in accordance with the Section 503 regulations:

- a. Ensuring H&E posts in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the OFCCP Director provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as H&E's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.
- b. Ensuring H&E's applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair) when an applicant or employee requests the poster in an alternative format, or when H&E knows that an applicant or employee is unable to read the poster because of a disability. H&E may also

provide the poster to an applicant or employee with a disability in other alternate means, such as on disc or in audio recording, as long as the format provided enables the individual with a disability to access the contents of a poster.

- c. Ensuring that, with respect to employees, if any, who do not work at a physical location of H&E, H&E satisfies its posting obligations by posting such notices in an electronic format, provided that H&E provides computers, or access to computers, that can access the electronic posting to such employees, or H&E has actual knowledge that such employees otherwise are able to access the electronically posted notices.
- d. Ensuring electronic notices for employees are posted in a conspicuous location and format on H&E's intranet or sent by electronic mail to employees. An electronic posting is used by H&E to notify job applicants of their rights if H&E utilizes an electronic application process. Such electronic applicant notice are conspicuously stored with, or as part of, the electronic application.
- e. Ensuring that to the extent this requirement is applicable to H&E, H&E notifies labor organizations of its EEO policy as required by 41 C.F.R. § 60-741.44(g).
- f. Ensuring H&E includes the provisions of this clause in every subcontract or purchase order in excess of \$15,000 under the terms and conditions of 41 CFR 60-741.5(a), per Federal Acquisition Regulation-Inflation Adjustment of Acquisition-Related Thresholds, 75 FR 53129 (2010).
- g. Ensuring that all solicitations or advertisements for employees placed by or on behalf of H&E, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.
- h. Developing, maintaining and, where appropriate, modifying H&E's AAP for individuals with disabilities, policy statements, personnel policies, internal and external communication techniques including discussions with managers, supervisors and employees to ensure H&E's policies are followed, and monitoring the effectiveness of these actions.
- i. Advising supervisors that they are responsible for preventing harassment of employees due to their status as individuals with disabilities.
- j. Ensuring affirmative action training is conducted in accordance with 41 C.F.R. § 60-741.44(j).
- k. Identifying problem areas with line management in the implementation of the program, and helping management develop solutions to any identifiable problem area.
- l. Designing, implementing and overseeing an audit and reporting system to monitor the progress of H&E and the AAP's effectiveness, including auditing the contents of H&E's electronic and hard copy bulletin boards on a regular basis to ensure that compliance information that is posted is up to date and accessible to applicants and employees with disabilities.

- m. Serving as liaison between H&E and governmental enforcement agencies, community groups, vocational rehabilitation organizations, and organizations for individuals with disabilities.
- n. Evaluating the effectiveness of H&E's plan on a regular basis, as described in this AAP, and reporting to management.
- o. Monitoring policies and procedures including the selection, evaluation, promotion and training process with regard to the various terms and conditions of employment to attempt to ensure compliance with affirmative action obligations.
- p. Overseeing H&E's processes and procedures: a) to ensure that career counseling for employees with known disabilities, when requested and appropriate; and, b) to review personnel actions, policies, procedures, and employee and applicants' qualifications to ensure individuals with disabilities are treated in accordance with anti-discrimination laws when hiring, promotion, transfer, and termination actions occur.
- q. Keeping management up to date on the latest developments in the areas of EEO and affirmative action.
- r. Assisting in the investigation, handling and disposition of employee discrimination and harassment complaints.
- s. Conducting periodic reviews of offices to ensure compliance in the areas of proper display of posters and notices, and opportunity for participation in Company-sponsored recreational, educational and social activities.
- t. Overseeing and ensuring that the below self-identification procedures are conducted as set forth in the Section 503 regulations, using the language and manner prescribed by the OFCCP Director and published on the OFCCP Web site, as follows:
 - i. Pre-offer self-identification invitation procedures for H&E's job applicants as set forth in 41 C.F.R. § 60-741.42 (a);
 - ii. Post-offer identification procedures for H&E's job applicants as set forth in 41 C.F.R. § 60-741.42 (a); and
 - iii. Self-identification invitation procedures for H&E's employees as set forth in 41 C.F.R. § 60-741.42 (a).

Ensuring that H&E does not compel or coerce an individual to self-identify as an individual with a disability, and that H&E keeps all information on self-identification confidential, and maintains it in a data analysis file (rather than in the medical files of individual employees) as set forth in 41 C.F.R. § 60-741.23(d). H&E only uses the self-identification information may be used only in accordance with the Section 503 regulations.

- u. Ensuring that H&E annually evaluates its utilization of individuals with disabilities in each job group, or in its entire workforce in accordance with 41 C.F.R. § 60-741.45, including the following:

- i. Ensuring that when the percentage of individuals with disabilities in one or more job groups, or in H&E's entire workforce, as applicable, is less than the utilization goal established in the Section 503 regulations, H&E takes steps to determine whether and where impediments to equal employment opportunity exist. When making this determination, H&E assesses its personnel processes, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of its AAP.
- ii. Ensuring that H&E develops and executes action-oriented programs designed to correct any identified problem areas. These action-oriented programs may include the modification of personnel processes to ensure equal employment opportunity for individuals with disabilities, alternative or additional outreach and recruitment efforts from among those listed in 41 CFR § 60-741.44 (f)(1) and (f)(2), and/or other actions designed to correct the identified problem areas and attain the established goal.

2. Management Responsibilities 41 C.F.R. § 60-741.44(i)

Line and upper management are advised of their responsibilities for H&E's AAP regarding individuals with disabilities within his or her area of responsibility, including but not limited to their obligations to:

- a. Review H&E's AAP for individuals with disabilities with subordinate managers and supervisors to ensure they are aware of the policy, understand their obligation to comply with it in all personnel actions and understand the need for support at all levels.
- b. Assist in the auditing of plan progress, identification of problem areas, formulation of solutions, establishment of departmental goals and objectives, and development of training programs, when appropriate.
- c. Review the qualifications of applicants and employees in their area of responsibility to ensure qualified individuals with disabilities are treated in a nondiscriminatory manner when hire, promotion, transfer, and termination actions occur.
- d. Review employees' performance to ensure that illegal discrimination regarding individuals with disabilities does not occur.
- e. Make available career counseling to employees with known disabilities, when so requested, and as appropriate.
- f. Review position descriptions to see that they adequately reflect the job to be performed.
- g. Audit training programs, hiring, and promotion patterns.

- h. Assist employees and other members of management in the prevention of harassment.
- i. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, H&E shall confidentially inquire whether the employee is in need of a reasonable accommodation.
- j. Show support for H&E's AAP.

Affirmative Action Training

41 C.F.R. § 60-741.44(j)

H&E provides training and guidance to all personnel who are involved in the recruitment, screening, selection, promotion, disciplinary and other related processes to ensure that its AAP commitments are implemented.



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AERIAL WORK PLATFORMS



Articulating Boom

Articulating Boom 120-125' w/Jib Diesel
Articulating Boom 135' w/Jib Diesel
Articulating Boom 150' Diesel
Articulating Boom 30-35' w/Jib Diesel
Articulating Boom 30-35' w/Jib Electric
Articulating Boom 40-45' Electric
Articulating Boom 40-45' w/Jib Diesel
Articulating Boom 40-45' w/Jib Electric

Articulating Boom

Articulating Boom 46-59' w/Jib Diesel
Articulating Boom 60-66' w/Jib Diesel
Articulating Boom 60-66' w/Jib Electric
Articulating Boom 80-85' w/Jib Diesel

Material Lift

Material Lift 18' Manual
Material Lift 20' Manual
Material Lift 24' Manual

Push Around / Personnel

Push Around 30' Electric

RunAbout / Self-Propelled

Run About 12' Electric
Run About 15' Electric
Run About 20' Electric
Run About 24.1'-26' Electric Jib

Scissor Lift

Scissorlift 0-19' 20-29" Electric
Scissorlift 0-19' 30-39" Electric
Scissorlift 24.1-26' 30-39" Electric
Scissorlift 24.1-26' 40-49" Electric
Scissorlift 24.1-26' RT 60-69" Diesel
Scissorlift 24.1-26' RT 60-69" Dual
Scissorlift 26.1-35' 30-39" Electric
Scissorlift 26.1-35' 40-49" Electric
Scissorlift 26.1-35' 60-69" Electric
Scissorlift 26.1-35' RT 60-69" Diesel
Scissorlift 26.1-35' RT 60-69" Dual
Scissorlift 26.1-35' RT 70-79" Diesel
Scissorlift 26.1-35' RT 90-99" Diesel
Scissorlift 26.1-35' RT 90-99" Dual
Scissorlift 35.1-45' 40-49" Electric
Scissorlift 35.1-45' 50-59" Electric
Scissorlift 35.1-45' 60-69" Electric
Scissorlift 35.1-45' RT 60-69" DLFL
Scissorlift 35.1-45' RT 70-79" Diesel
Scissorlift 35.1-45' RT 80-89" Diesel
Scissorlift 35.1-45' RT 90-99" Diesel
Scissorlift 35.1-45' RT 90-99" Dual
Scissorlift 45.1'+ RT 90-99" Diesel

Straight Boom (Crawler)

Straight Boom Crawler 40-45' w/Jib Diesel
Straight Boom Crawler 60-66' Diesel
Straight Boom Crawler 60-66' w/Jib Diesel

Straight Boom (telescopic)

Straight Boom 120-125' w/Jib Diesel
Straight Boom 135' Diesel
Straight Boom 150' Diesel
Straight Boom 180' Diesel
Straight Boom 40-45' Diesel
Straight Boom 40-45' w/Jib Diesel
Straight Boom 60-66' Diesel
Straight Boom 60-66' w/Jib Diesel
Straight Boom 80-85' Diesel
Straight Boom 80-85' w/Jib Diesel
Straight Boom 86-99' w/Jib Diesel

Trailer Mounted Boom

Trailer Mounted Boom 35' Electric
Trailer Mounted Boom 45' Electric
Trailer Mounted Boom 50' Electric
Trailer Mounted Boom 50' Gas

EARTHMOVING EQUIPMENT



Bulldozer

Dozer LGP 100-129 C/A
Dozer LGP 100-129 C/A Ripper
Dozer LGP 100-129 ROPS
Dozer LGP 100-129 ROPS Ripper
Dozer LGP 130-149 C/A
Dozer LGP 150-179 C/A
Dozer LGP 70-79 ROPS Ripper
Dozer LGP 80-89 C/A
Dozer LGP 80-89 ROPS
Dozer LGP70-79 C/A
Dozer LGP70-79 ROPS
Dozer Standard70-79 C/A
Dozer Standard70-79 ROPS
Dozer Std 90-99 C/A
Dozer Std 90-99 ROPS
Dozer Std 90-99 ROPS Ripper

Compaction

Asphalt Roller 36"
Asphalt Roller 40"
Asphalt Roller 48"
Pad Drum Roller 54"
Pad Drum Roller 66"
Pad Drum Roller 84"
Smooth Drum Roller 54"
Smooth Drum Roller 66"
Trench Roller

Dump Truck

Dump Truck Artic 30 Tons
Dump Truck Misc
Dump Truck On-Road 1-Axle

Excavator

Excavator 0-1.9 T ROPS
Excavator 13-14.9 T C/A
Excavator 13-14.9 T w/Hammer C/A
Excavator 13-14.9 T w/Thumb C/A
Excavator 15-18.9 T w/Arm
Excavator 15-18.9 T w/Grapple Excavator
15-18.9 T w/Hammer Excavator 15-18.9 T w/Thumb
Excavator 15-18.9 Ton w/Hydraulic Thumb
Excavator 19-23.9 T w/Arm
Excavator 19-23.9 T w/Grapple Excavator
19-23.9 T w/Hammer Excavator 19-23.9 T w/Thumb
Excavator 19-23.9 Ton w/Hydraulic Thumb

Excavator

Excavator 2-2.9 T ROPS
Excavator 24-28.9 T w/Arm
Excavator 24-28.9 T w/Grapple
Excavator 24-28.9 T w/Hammer
Excavator 24-28.9 T w/Thumb
Excavator 24-28.9 Ton w/Hydraulic Thumb
Excavator 28-33 T w/Long Front
Excavator 29-32.9 T w/Arm
Excavator 29-32.9 T w/Grapple
Excavator 29-32.9 T w/Hammer
Excavator 29-32.9 T w/Hydraulic Thumb
Excavator 3-3.9 T Rops
Excavator 3-3.9 T w/Ham Rops
Excavator 3-3.9 T w/Thm Rops
Excavator 33-39 Ton w/Hydraulic Thumb
Excavator 33-39.9 T w/Arm
Excavator 33-39.9 T w/Grapple
Excavator 33-39.9 T w/Hammer
Excavator 33-39.9 T w/Thumb
Excavator 4-4.9 T C/A
Excavator 4-4.9 T w/Thm C/A
Excavator 4-4.9 T w/Thm Rops
Excavator 40-49.9 T w/Arm
Excavator 5-5.9 T Rops
Excavator 5-5.9 T w/Ham Rops
Excavator 5-5.9 T w/Thm Rops
Excavator 8-8.9 T C/A
Excavator 8-8.9 T Rops
Excavator 8-8.9 T w/Ham C/A
Excavator 8-8.9 T w/Thm C/A
Excavator 9-9.9 T C/A
Excavator 9-9.9 T w/Ham C/A
Excavator 9-9.9 T w/Thm C/A
Excavator Bucket Attachment
Excavator Hammer 500-749 lb
Excavator Thumb Attachment

Loader / Backhoe

Standard Backhoe w/E-Stick 4WD
Standard Backhoe w/Hammer 4WD

Motor Grader

Motor Grader 10' C/A
Motor Grader 14' C/A

Skid Steer

SkidSteer Auger
SkidSteer Broom

Skid Steer

SkidSteer Fork
SkidSteer Grapple
SkidSteer Grapple Root Attachment
SkidSteer Tracked 0-1250#
SkidSteer Tracked 1251-1350# Cab
SkidSteer Tracked 1351-1600#
SkidSteer Tracked 1351-1600# Cab
SkidSteer Tracked 1601-1750# Cab
SkidSteer Tracked 1601-1890#
SkidSteer Tracked 1751-2200# Cab
SkidSteer Tracked 1891-2200#
SkidSteer Tracked 2201-2700#
SkidSteer Tracked 2201-2700# Cab
SkidSteer Tracked 2701-3150#
SkidSteer Tracked 3150# - 3499#
SkidSteer Tracked 3150-3499# Cab
SkidSteer Tracked 3500# + Cab
SkidSteer Wheeled 1351-1600#
SkidSteer Wheeled 1351-1600# Cab
SkidSteer Wheeled 1601-1750#
SkidSteer Wheeled 1601-1750# Cab
SkidSteer Wheeled 1751-2200#
SkidSteer Wheeled 2201-2700# Cab
SkidSteer Wheeled 2701-3150# Cab
SkidSteerTracked 3500#+

Skip Loader Boxblade

Skip Loader 4WD

Tractor

Tractor 30-49 Horse Power
Tractor 90-109 Horse Power

Wheel Loader

Wheel Loader 2.0 Yd C/A
Wheel Loader 2.5 Yd C/A
Wheel Loader 2.5 Yd Tool Carrier
Wheel Loader 3.0 Yd C/A
Wheel Loader 3.0 Yd Tool Carrier
Wheel Loader 3.5 Yd C/A
Wheel Loader 3.5 Yd Tool Carrier
Wheel Loader 4.0 Yd C/A
Wheel Loader 4.0 Yd Tool Carrier

GENERAL EQUIPMENT



Air Compressor

Air Breaker 60 LB
Air Compressor 101-149 CFM Diesel
Air Compressor 1401+ CFM Diesel
Air Compressor 150-200 CFM Diesel
Air Compressor 201-300 CFM Diesel
Air Compressor 301-425 CFM Diesel
Air Compressor 600-825 CFM Diesel
Air Compressor 826-1000 CFM Diesel
Blaster Package
CHIPPING HAMMER 15-20 LB

Breakers Electric

Electric Breaker 35 LB
Electric Breaker 60-70 LB

Breakers Electric

Electric Rotary Hammer

Broom / Sweepers

Broom Ride-On Cab 4-Whl
Broom Ride-On ROPS 3-Whl

Compaction

Compaction Jump Jack
Compaction Plate Compactor
Trench Roller Articulated

Concrete

Concrete Bucket
Concrete Buggy 16 cu ft
Concrete Buggy 16cuft Track
Concrete Buggy Cart
Concrete Core Drill
Concrete Hand-Held Saw 14"
Concrete Mixer Gas
Concrete Trowel Gas 36"
Concrete Trowel Gas 48"
Concrete Vibrator Electric
Concrete Walk-Behind Saw 14"-18"
Concrete Walk-Behind Saw 20-36"

Fan

Fan 0-36"

Generator

Generator Att Box-Temp
Generator Portable Gas 0-4kw
Generator Portable Gas 5-7kw
Generator Skid-Mounted Diesel 10-15kw
Generator Skid-Mounted Diesel 16-25kw
Generator Trailer-Mounted Diesel 101-250kw
Generator Trailer-Mounted Diesel 16-25kw
Generator Trailer-Mounted Diesel 26-50kw
Generator Trailer-Mounted Diesel 51-70kw
Generator Trailer-Mounted Diesel 71-100kw
Generator Trailer-Mounted Gas 16-25kw

Lights

Light Tower Manual
Light Tower Manual Operated LED
Light Tower Power
Light Tower Power Operated LED

Miscellaneous

Landscape Auger Tow
Landscape Mower ZeroTurn
Landscape Sod Cutter
Landscape String Trimmer
Landscape Tiller
Landscape Trimmer
Mower
Pipe Threader
Scabbler
Scarifier
Stump Grinder 30 HP

Personnel Cart

Cart 2-Seater 2WD Gas
Cart 2-Seater 4WD Diesel
Cart 2-Seater 4WD Gas
Cart 4-Seater 4WD Diesel
Cart 4-Seater 4WD Gas

Pressure Washer

Pressure Washer 3000-3999 PSI Cold
Pressure Washer Trailer-Mounted 3000-3999 PSI
Hot

Pump

Pump Centrifugal 2" Gas
Pump Centrifugal 3" Gas
Pump Centrifugal 4" Gas
Pump Diaphragm 2" Air Powered
Pump Diaphragm 3" Air Powered
Pump Submersible 2"
Pump Trash 2" Gas
Pump Trash 3" Gas
Pump Trash 4" Diesel
Pump Trash 6" Diesel

Storage Unit

Storage Unit 20'
Storage Unit 40'

Trencher

Trencher Ride-On
Trencher Walk-Behind Tracked
Trencher Walk-Behind Tracked 36"
Trencher Walk-Behind Wheeled

Utility

Utility 12K# Dump Trailer
Utility 12K# Tilt Trailer

Water Truck / Trailer

Water Trailer 500 Gallon
Water Truck 2000 Gallon
Water Truck 4000 Gallon

Welder

Welder Portable 151-350A Electric
Welder Portable 151-350A Gas
Welder Portable 151-350A Propane
Welder Trailer-Mounted 300-399Amp Diesel
Welder Trailer-Mounted 400-499Amp Diesel
Welder Trailer-Mounted 500+ Amp Diesel

MATERIAL HANDLING



Miscellaneous Material Handling

Material Handling Hand Cart

Pallet Jack

Forklift Pallet Jack 3K# Electric
Forklift Pallet Jack 5K# Mn

Pneumatic

Forklift Pneumatic 10K# Diesel
Forklift Pneumatic 12K# Diesel
Forklift Pneumatic 15K# Diesel
Forklift Pneumatic 36K# Diesel
Forklift Pneumatic 5K# Diesel
Forklift Pneumatic 5K# Dual
Forklift Pneumatic 5K# Dual Low Mast
Forklift Pneumatic 5K# LPG
Forklift Pneumatic 6K# Diesel
Forklift Pneumatic 8K# Diesel

Pneumatic

Forklift Pneumatic Quad 6K# Dual
Forklift Pneumatic Quad 6K# LPG

Reach Truck

Forklift Reach Truck 3K# Electric
Forklift Reach Truck 4K# Electric

Telehandler / SBFL

Telehandler 10K# 40' Reach
Telehandler 10K# 50' Reach
Telehandler 10K# 50' Reach Cab
Telehandler 11K# 40' Reach
Telehandler 11K# 40' Reach Cab
Telehandler 11K# 50' Reach
Telehandler 11K# 50' Reach Cab
Telehandler 12K# 40' Reach
Telehandler 12K# 40' Reach Cab
Telehandler 12K# 50' Reach
Telehandler 12K# 50' Reach Cab
Telehandler 14K# Cab
Telehandler 16K# Cab
Telehandler 5K#

Telehandler / SBFL

Telehandler 5K# Cab
Telehandler 6K# 30' Reach
Telehandler 6K# 30' Reach Cab
Telehandler 6K# 40' Reach
Telehandler 6K# 40' Reach Cab
Telehandler 7K#
Telehandler 7K# Cab
Telehandler 8K#
Telehandler 8K# 60' Reach Cab
Telehandler 8K# Cab
Telehandler 8K#60'
Telehandler 9K#
Telehandler 9K# Cab
Telehandler 9K# Cab
Telehandler Barrier Picker
Telehandler Bucket
Telehandler Jib/Trussboom
Telehandler Manbasket
Telehandler Trash Hopper Dumping

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Sacramento 916-638-6700

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San Francisco 510-471-3100

San Jose 408-610-7300

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Jacksonville 904-479-7100

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GEORGIA

Atlanta 678-418-0046

Macon 478-292-5395

Marietta 770-343-2200

Savannah 912-348-7000

Suwanee 470-238-7800

IDAHO

Boise 208-388-3323

Coeur d'Alene 208-457-0020

LOUISIANA

Alexandria 318-443-7173

Baton Rouge 225-356-6113

Kenner 504-467-5906

Lafayette 337-837-9600

Lake Charles 337-528-2661

New Orleans 504-689-5200

Shreveport 318-746-5272

Shreveport (Rentals) 318-683-3929

MARYLAND

Baltimore 410-477-6500

Forestville 301-372-7272

MISSISSIPPI

Jackson 601-373-0444

MISSOURI

Kansas City 816-897-2500

MONTANA

Belgrade 406-388-2308

Billings 406-259-9720

NEVADA

Las Vegas 702-320-6500

Reno 775-358-3323

NEW MEXICO

Albuquerque 505-764-8100

NORTH CAROLINA

Arden 828-684-1692

Charlotte 704-504-2870

Durham 919-973-7900

North Charlotte 980-334-7200

North Raleigh 919-373-7100

Raleigh 919-781-9454

Winston-Salem 336-767-6900

OKLAHOMA

Oklahoma City 405-789-7368

Tulsa 918-445-2666

OREGON

Prineville 541-403-7500

SOUTH CAROLINA

Charleston 843-879-7010

Columbia 803-776-8465

Greenville 864-272-2600

TENNESSEE

Chattanooga 423-499-7700

Knoxville 865-666-7900

Memphis 901-375-4902

Murfreesboro 615-252-7600

Nashville 615-248-0266

TEXAS

Aledo 817-200-3100

Austin 512-759-4120

Beaumont 409-299-3000

Bryan 979-823-0085

Buda 512-312-1990

Corpus Christi 361-937-6500

Dallas 972-642-9766

Fort Worth 817-232-3300

Freeport 979-705-7222

Houston 281-821-4600

Katy 281-375-3222

Longview 903-803-1100

Lubbock 806-745-2600

McKinney 469-854-7600

Mesquite 972-284-4200

Midland 432-741-4700

Pasadena 281-474-3030

San Antonio 210-655-0048

Schertz 210-229-7900

Temple 512-746-1800

UTAH

Ogden 385-405-7200

Salt Lake City 801-974-0388

St. George 435-674-2994

VIRGINIA

Ashland 804-798-9740

Chesapeake 757-295-4944

Warrenton 540-349-2878

WASHINGTON

Lynnwood 425-363-7100

Seattle 253-872-8800

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H&E EQUIPMENT SERVICES

877-700-RENT

HE-EQUIPMENT.COM



THE PERFECT FIT

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

GEITH INTERNATIONAL LIMITED.,
BLOCK B, SWORDS BUSINESS CAMPUS,
SWORDS, CO. DUBLIN

Supplier Signature:

Gerry Kealy

Vice President

Geith

11/8/21
Date

Vendor Signature:

Toby Hawkins

Director of Government Sales

H&E Equipment Services, Inc.

12/14/2021 Date

Supplier Unique Entity Identifier (UEI): [38-0425350]

Brand or Manufacturer of Supplied Products: Geith

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,

Baton Rouge, LA 70809

Re: Letter of Supply

Dear Toby Hawkins,

This Letter of Supply is in reference to:

X The offer that H&E Equipment Services, Inc. submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

_____ H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

Geith International Ltd.
Block B, Swords Business Campus
Balheary Road
Swords, Co. Dublin
Tel: +353 (0) 1 650 2100
www.geith.com



LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: 
Chris Mellott
Vice President
JLG Industries, Inc.

11-19-2021

Date

Vendor Signature: 
Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

11/19/2021

Date

Supplier Unique Entity Identifier (UEI): 043887728

Brand or Manufacturer of Supplied Products: *JLG Industries, Inc.*

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

_____ *H&E Equipment Services, Inc.*'s MAS Contract Number *[Contract Number]*

LETTER OF SUPPLY: *JLG Industries, Inc.* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *JLG Industries, Inc.* and that *JLG Industries, Inc.* is permitted to sell such products to *H&E Equipment Services, Inc.* under *JLG Industries, Inc.* agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *JLG Industries, Inc.* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *JLG Industries, Inc.* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *JLG Industries, Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *JLG Industries, Inc.* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *JLG Industries, Inc.* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *JLG Industries, Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *JLG Industries, Inc.* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *JLG Industries, Inc.* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *JLG Industries, Inc.* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E Equipment Services, Inc.* to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *JLG Industries, Inc.* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *JLG Industries, Inc.* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *JLG Industries, Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *JLG Industries, Inc.* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
 - Are water-efficient (e.g., WaterSense certified products);
 - Are remanufactured; or
 - Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *JLG Industries, Inc.* on request. *JLG Industries, Inc.* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *JLG Industries, Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an “X” below are hereby incorporated into to this Letter of Supply:

___N/A___ 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *JLG Industries, Inc.* MAS contract. These products will be supplied at *JLG Industries, Inc.*’s current MAS contract price.

___N/A___ 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

___N/A___ 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *JLG Industries, Inc.* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *JLG Industries, Inc.* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers’ imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*’s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer’s (OEM’s) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*’s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.*

may contact the manufacturer directly for information regarding its Dealer Authorization status.

- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. [*H&E Equipment Services, Inc.*](#) may also inquire with the manufacturer for information regarding its authorization status.

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

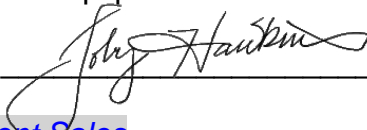
Marshall E. Shaver
Vice President
Hy-Brid Lifts by Custom Equipment



Date: 11/2/2021

Vendor Signature:

Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.



11/02/2021 Date

Supplier Unique Entity Identifier (UEI): 06-204-0928

Brand or Manufacturer of Supplied Products:

H&E Equipment Services, Inc.
Toby Hawkins

7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

_____ *H&E Equipment Services, Inc.*'s MAS Contract Number *[Contract Number]*

LETTER OF SUPPLY: *Hy-Brid Lifts* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Hy-Brid Lifts* and that *Hy-Brid Lifts* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Hy-Brid Lifts*'s agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Hy-Brid Lifts* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Hy-Brid Lifts* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Hy-Brid Lifts* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Hy-Brid Lifts* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Hy-Brid Lifts* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Hy-Brid Lifts* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Hy-Brid Lifts* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Hy-Brid Lifts* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND

ENVIRONMENTAL ATTRIBUTES: *Hy-Brid Lifts* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E Equipment Services, Inc.* to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Hy-Brid Lifts* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Hy-Brid Lifts* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Hy-Brid Lifts* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Hy-Brid Lifts* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and

[H&E Equipment Services, Inc.](#), in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

[H&E Equipment Services, Inc.](#) must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from [Hy-Brid Lifts](#) on request. [Hy-Brid Lifts](#) understands that if no proof of the environmental attributes identified being claimed is provided, the [H&E Equipment Services, Inc.](#) will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, [H&E Equipment Services, Inc.](#) and [Hy-Brid Lifts](#) will mutually agree on a process to facilitate [H&E Equipment Services, Inc.](#)'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** [H&E Equipment Services, Inc.](#) understands that the products being supplied by [H&E Equipment Services, Inc.](#) are those accepted under the [Hy-Brid Lifts](#)'s MAS contract. These products will be supplied at [Hy-Brid Lifts](#)'s current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** [H&E Equipment Services, Inc.](#) understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:**
Hy-Brid Lifts will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Hy-Brid Lifts* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.



LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: *Dave Lambert* *11/4/2021*
Diana Ingels *Dave Lambert* Date
National Account Manager *Group President - ITW/Miller Electric*
Miller Electric MFG

Vendor Signature: *Toby Hawkins* *11/03/2021*
Toby Hawkins Date
Director of Government Sales
H&E Equipment Services, Inc.

Supplier Unique Entity Identifier (UEI): DUNNS number 00-612-6379

Brand or Manufacturer of Supplied Products: Miller Electric MFG ("Miller")

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear Toby Hawkins,

This Letter of Supply is in reference to:



 X The offer that H&E Equipment Services, Inc. submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: Miller agrees that it will supply H&E Equipment Services, Inc. with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that H&E Equipment Services, Inc. remains in good standing with Miller and that Miller is permitted to sell such products to H&E Equipment Services, Inc. under Miller's agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with Miller for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: Miller certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: Miller understands that all products offered on H&E Equipment Services, Inc.'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 Trade Agreements. Further, while Miller understands that responsibility for TAA compliance and Country Of Origin accuracy resides with H&E Equipment Services, Inc., Miller agrees to work and cooperate with H&E Equipment Services, Inc. to support H&E Equipment Services, Inc.'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: Miller understands that all products offered on H&E Equipment Services, Inc.'s MAS contract must be compliant with FAR clauses 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities and 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Further, while Miller understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with H&E Equipment Services, Inc., Miller agrees to provide



timely, complete, and accurate information to H&E Equipment Services, Inc. so that non-compliant products are not offered on H&E Equipment Services, Inc.'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: Miller understands that if it certifies to H&E Equipment Services, Inc. that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for H&E Equipment Services, Inc. to display the appropriate environmental attributes for the product, H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from Miller on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by H&E Equipment Services, Inc. or be available from Miller to H&E Equipment Services, Inc. upon request. Accordingly, H&E Equipment Services, Inc. and Miller will mutually agree on a process to facilitate H&E Equipment Services, Inc.'s compliance with CPG program obligations under the MAS contract.

Further, Miller understands that H&E Equipment Services, Inc. is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) CPG program;
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the ENERGY STAR® trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's Federal Energy Management Program;

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).



- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from Miller on request. Miller understands that if no proof of the environmental attributes identified being claimed is provided, the H&E Equipment Services, Inc. will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, H&E Equipment Services, Inc. and Miller will mutually agree on a process to facilitate H&E Equipment Services, Inc.'s compliance with these obligations under the MAS contract.

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.



SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A **1. FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** H&E Equipment Services, Inc. understands that the products being supplied by H&E Equipment Services, Inc. are those accepted under the Miller 's MAS contract. These products will be supplied at Miller 's current MAS contract price.

 N/A **2. INFORMATION TECHNOLOGY CATEGORY - All Products:** H&E Equipment Services, Inc. understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A **3. OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** Miller will provide Country of Origin information or otherwise make the information available to H&E Equipment Services, Inc. and will update such information and make it available to H&E Equipment Services, Inc. on a quarterly basis. Country of Origin and TAA information provided by Miller is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the Business Solutions Association (BSA) website are part of the Dealer Authorization Program.
- B. H&E Equipment Services, Inc. must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. H&E Equipment Services, Inc.'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem H&E Equipment



Services, Inc. as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, H&E Equipment Services, Inc.'s authorization to resell said product will cease immediately, and H&E Equipment Services, Inc. must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. H&E Equipment Services, Inc. may contact the manufacturer directly for information regarding its Dealer Authorization status.

- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. H&E Equipment Services, Inc. may also inquire with the manufacturer for information regarding its authorization status.

Manufacturer/Supplier Letterhead

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: _____

Joshua Meyer
Vice President, Terex USA, LLC

November 9, 2021

Date

Vendor Signature: _____

Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

11/09/2021 Date

Supplier Unique Entity Identifier (UEI): [UEI] 618467547

Brand or Manufacturer of Supplied Products: Genie

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

_____ *H&E Equipment Services, Inc.*'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Genie* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Genie* and that *Genie* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Genie*'s agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Genie* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Genie* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Genie* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Genie* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Genie* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Genie* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Genie* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Genie* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Genie* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E Equipment*

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-

Services, Inc. to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Genie* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Genie* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Genie* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Genie* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The

consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Genie* on request. *Genie* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Genie* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Genie*'s MAS contract. These products will be supplied at *Genie*'s current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Genie* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

Origin and TAA information provided by [Genie](#) is based on information provided by product manufacturers and other third parties.

[H&E Equipment Services, Inc.](#) understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

[H&E Equipment Services, Inc.](#) understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. [H&E Equipment Services, Inc.](#) must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. [H&E Equipment Services, Inc.](#)'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem [H&E Equipment Services, Inc.](#) as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, [H&E Equipment Services, Inc.](#)'s authorization to resell said product will cease immediately, and [H&E Equipment Services, Inc.](#) must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. [H&E Equipment Services, Inc.](#) may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. [H&E Equipment Services, Inc.](#) may also inquire with the manufacturer for information regarding its authorization status.



Generac Power Systems
S45W29290 Highway 59
Waukesha, WI 53189

P: (262) 544-4811
W: www.Generac.com

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: Shreyas Patel
Shreyas Patel
President
Generac Power Systems, Inc

12/17/21
Date

Vendor Signature: Toby Hawkins
Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

12/17/2021 Date

Supplier Unique Entity Identifier (UEI): [UEI] 006103055

Brand or Manufacturer of Supplied Products: Generac

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear Toby Hawkins,

This Letter of Supply is in reference to:

 X The offer that H&E Equipment Services, Inc. submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Generac* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Generac* and that *Generac* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Generac's* agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Generac* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Generac* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Generac* understands that all products offered on *H&E Equipment Services, Inc.'s* MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Generac* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Generac* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.'s* TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Generac* understands that all products offered on *H&E Equipment Services, Inc.'s* MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Generac* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Generac* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.'s* MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Generac* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum

content levels established under the CPG program¹ then, in order for *H&E Equipment Services, Inc.* to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Generac* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Generac* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Generac* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Generac* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) CPG program;
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the ENERGY STAR® trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's Federal Energy Management Program;
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

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² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the GSA Vendor Support Center for more information.

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Generac* on request. *Generac* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Generac* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Generac's* MAS contract. These products will be supplied at *Generac's* current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Generac* will provide Country of Origin information or otherwise make the

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information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Generac* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

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- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

G. Jeff Stewart
President

Takeuchi MFG (U.S.) Ltd.



7/19/2021__

Date

Vendor Signature:

Toby Hawkins

Director of Government Sales
H&E Equipment Services, Inc.



7/19/2021__ Date

Supplier Unique Entity Identifier (UEI): 09-778-8574

Brand or Manufacturer of Supplied Products: Takeuchi MFG (U.S.) Ltd.

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,

Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

_____ *H&E Equipment Services, Inc.*'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Takeuchi MFG (U.S.) Ltd.* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Takeuchi MFG (U.S.) Ltd.* and that *Takeuchi MFG (U.S.) Ltd.* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Takeuchi MFG (U.S.) Ltd.*'s agreements with its vendors.

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PROHIBITED PRODUCTS AND SERVICES: *Takeuchi MFG (U.S.) Ltd.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Takeuchi MFG (U.S.) Ltd.* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Takeuchi MFG (U.S.) Ltd.* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

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registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.



N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Takeuchi MFG (U.S.) Ltd.* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Takeuchi MFG (U.S.) Ltd.* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the Business Solutions Association (BSA) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.



Doosan Infracore North America LLC

2905 Shawnee Industrial Way, Suite 100
Suwanee, GA 30024
T - 678-714-6000

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

Heejoon Song, CEO
Doosan Infracore North America LLC

Date

Vendor Signature:

Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

Date 7/16/2021

Supplier Unique Entity Identifier (UEI): 81-2433879

Brand or Manufacturer of Supplied Products: Doosan

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear Toby Hawkins,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Doosan* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with



Doosan Infracore North America LLC

2905 Shawnee Industrial Way, Suite 100
Suwanee, GA 30024
T – 678-714-6000

Doosan and that *Doosan* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Doosan's* agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Doosan* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Doosan* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Doosan* understands that all products offered on *H&E Equipment Services, Inc.'s* MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Doosan* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Doosan* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.'s* TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Doosan* understands that all products offered on *H&E Equipment Services, Inc.'s* MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Doosan* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Doosan* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.'s* MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Doosan* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E*

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on



Doosan Infracore North America LLC

2905 Shawnee Industrial Way, Suite 100
Suwanee, GA 30024
T – 678-714-8000

Equipment Services, Inc. to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Doosan* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Doosan* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Doosan* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Doosan* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed



Doosan Infracore North America LLC

2905 Shawnee Industrial Way, Suite 100
Suwanee, GA 30024
T – 678-714-6000

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Doosan* on request. *Doosan* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Doosan* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Doosan*'s MAS contract. These products will be supplied at *Doosan*'s current MAS contract price.

specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.



Doosan Infracore North America LLC

2905 Shawnee Industrial Way, Suite 100
Suwanee, GA 30024
T – 678-714-6000

 N/A **2. INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A **3. OFFICE MANAGEMENT CATEGORY - Ink and Toner**
Products: *Doosan* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Doosan* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.



1 Sullair Way
Michigan City, IN 46360
☎ 219-879-5451
✉ sullairsolutions@sullair.com

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

Bradley Whitfield
Business Development Manager
National Accounts
Sullair, LLC

20 July 2021
Date

Vendor Signature:

Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

7/20/2021 Date

Supplier Unique Entity Identifier (UEI): 11-789-4619

Brand or Manufacturer of Supplied Products: Sullair

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001





**WACKER
NEUSON**
all it takes!

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

Joe Miller

VP

Wacker Neuson Americas Corporation

12-16-21

Date

Vendor Signature:

Toby Hawkins

Director of Government Sales

H&E Equipment Services, Inc.

12/20/2021

Date

Supplier Unique Entity Identifier (UEI): DUNS# 00-178-2176

Brand or Manufacturer of Supplied Products: Wacker Neuson America Corporation

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,

Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

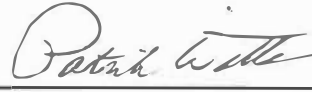
 H&E Equipment Services, Inc.'s MAS Contract Number [*Contract Number*]

Manufacturer/MEC Aerial Work Platforms Letterhead

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

MEC Aerial Work Platforms Signature:



November 5, 2021

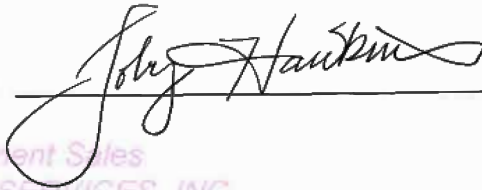
Patrick Wille

Vice President

MEC Aerial Work Platforms

Date

Vendor Signature:



Toby Hawkins

Director of Government Sales

H&E EQUIPMENT SERVICES, INC

11/05/2021

Date

MEC Aerial Work Platforms Unique Entity Identifier (UEI): **UEI**

Brand or Manufacturer of Supplied Products: **MEC Aerial Work Platforms**

H&E EQUIPMENT SERVICES, INC.

Toby Hawkins

5052 West 2400 South, Bldg A, Salt Lake City, UT 84120

Re: Letter of Supply

Dear **Toby Hawkins**,

This Letter of Supply is in reference to:

X The offer that **H&E EQUIPMENT SERVICES, INC** submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

 H&E EQUIPMENT SERVICES, INC.'s MAS Contract Number **[Contract Number]**

LETTER OF SUPPLY: [MEC Aerial Work Platforms] agrees that it will supply H&E EQUIPMENT SERVICES, INC. with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that H&E EQUIPMENT SERVICES, INC. remains in good standing with [MEC Aerial Work Platforms] and that [MEC Aerial Work Platforms] is permitted to sell such products to H&E EQUIPMENT SERVICES, INC. under [MEC Aerial Work Platforms]'s agreements with its vendors.

H&E EQUIPMENT SERVICES, INC. is responsible for maintaining a current Letter of Supply with [MEC Aerial Work Platforms] for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: [MEC Aerial Work Platforms] certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: [MEC Aerial Work Platforms] understands that all products offered on H&E EQUIPMENT SERVICES, INC.'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while [MEC Aerial Work Platforms] understands that responsibility for TAA compliance and Country Of Origin accuracy resides with H&E EQUIPMENT SERVICES, INC., [MEC Aerial Work Platforms] agrees to work and cooperate with H&E EQUIPMENT SERVICES, INC. to support H&E EQUIPMENT SERVICES, INC.'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: [MEC Aerial Work Platforms] understands that all products offered on H&E EQUIPMENT SERVICES, INC.'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while [MEC Aerial Work Platforms] understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with H&E EQUIPMENT SERVICES, INC., [MEC Aerial Work Platforms] agrees to provide timely, complete, and accurate information to H&E EQUIPMENT SERVICES, INC. so that non-compliant products are not offered on H&E EQUIPMENT SERVICES, INC.'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: [MEC Aerial Work Platforms] understands that if it

certifies to [H&E EQUIPMENT SERVICES, INC.](#) that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for [H&E EQUIPMENT SERVICES, INC.](#) to display the appropriate environmental attributes for the product, [H&E EQUIPMENT SERVICES, INC.](#) must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from [\[MEC Aerial Work Platforms\]](#) on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by [H&E EQUIPMENT SERVICES, INC.](#) or be available from [\[MEC Aerial Work Platforms\]](#) to [H&E EQUIPMENT SERVICES, INC.](#) upon request. Accordingly, [H&E EQUIPMENT SERVICES, INC.](#) and [\[MEC Aerial Work Platforms\]](#) will mutually agree on a process to facilitate [H&E EQUIPMENT SERVICES, INC.](#)'s compliance with CPG program obligations under the MAS contract.

Further, [\[MEC Aerial Work Platforms\]](#) understands that [H&E EQUIPMENT SERVICES, INC.](#) is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

- Have other environmental attributes².

H&E EQUIPMENT SERVICES, INC., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E EQUIPMENT SERVICES, INC. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from **MEC Aerial Work Platforms** on request. **MEC Aerial Work Platforms** understands that if no proof of the environmental attributes identified being claimed is provided, the **H&E EQUIPMENT SERVICES, INC.** will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, **H&E EQUIPMENT SERVICES, INC.** and **MEC Aerial Work Platforms** will mutually agree on a process to facilitate **H&E EQUIPMENT SERVICES, INC.**'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** **[Vendor]** understands that the products being supplied by **[Vendor]** are those accepted under the **MEC Aerial Work Platforms**'s MAS contract.

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

These products will be supplied at MEC Aerial Work Platforms's current MAS contract price.

N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** [Vendor] understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** MEC Aerial Work Platforms will provide Country of Origin information or otherwise make the information available to [Vendor] and will update such information and make it available to [Vendor] on a quarterly basis. Country of Origin and TAA information provided by MEC Aerial Work Platforms is based on information provided by product manufacturers and other third parties.

H&E EQUIPMENT SERVICES, INC. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E EQUIPMENT SERVICES, INC. understands that:

- A. Manufacturers listed on the Business Supplies Association (BSA) website are part of the Dealer Authorization Program.
- B. H&E EQUIPMENT SERVICES, INC. must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. H&E EQUIPMENT SERVICES, INC.'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem H&E EQUIPMENT SERVICES, INC. as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, H&E EQUIPMENT SERVICES, INC.'s authorization to resell said product will cease immediately, and H&E EQUIPMENT SERVICES, INC. must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. H&E EQUIPMENT SERVICES, INC. may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. H&E EQUIPMENT SERVICES, INC. may also inquire with the manufacturer for information regarding its authorization status.



**OKADA AMERICA INC.
(Manufacture)
LETTER OF SUPPLY**

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

Jim Brown
President
Okada America Inc.



July 15, 2021
Date

Vendor Signature:

Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.



July 15, 2021
Date

Supplier Unique Entity Identifier (UEI): 93-643-6508

Brand or Manufacturer of Supplied Products: Okada and Rotar

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number *[Contract Number]*

LETTER OF SUPPLY: *Okada America* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Okada America* and that *Okada America* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Okada America's* agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Okada America* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Okada America* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Okada America* understands that all products offered on *H&E Equipment Services, Inc.'s* MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Okada America* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Okada America* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.'s* TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Okada America* understands that all products offered on *H&E Equipment Services, Inc.'s* MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Okada America* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Okada America* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.'s* MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Okada America* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E Equipment*

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in

Services, Inc. to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Okada America* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Okada America* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Okada America* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Okada America* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16

several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Okada America* on request. *Okada America* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Okada America* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Okada America's* MAS contract. These products will be supplied at *Okada America's* current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Okada America* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

basis. Country of Origin and TAA information provided by *Okada America* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

Manufacturer/Supplier Letterhead

LETTER OF SUPPLY

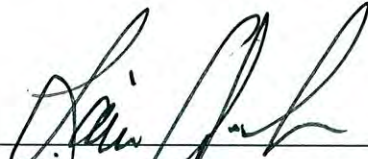
SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

[Printed Name]

[Title]

[Supplier]


LAIN MANCOK
CHIEF OPERATING OFFICER
INTERSTATE BATTERIES

11/22/2021

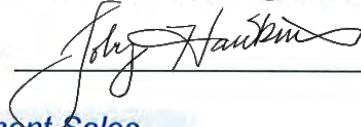
Date

Vendor Signature:

Toby Hawkins

Director of Government Sales

H&E Equipment Services, Inc.



12/15/2021

Date

Supplier Unique Entity Identifier (UEI): [UEI]

02-625-3922

Brand or Manufacturer of Supplied Products: [Brand/Manufacturer]

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,

Baton Rouge, LA 70809

Re: Letter of Supply

Dear Toby Hawkins,

This Letter of Supply is in reference to:

 X The offer that H&E Equipment Services, Inc. submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Interstate Batteries, Inc.* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Interstate Batteries, Inc.* and that is permitted *Interstate Batteries, Inc.* to sell such products to *H&E Equipment Services, Inc.* under *Interstate Batteries, Inc.* agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Interstate Batteries, Inc.* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Interstate Batteries, Inc.* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Interstate Batteries, Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Interstate Batteries, Inc.* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Interstate Batteries, Inc.* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Interstate Batteries, Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Interstate Batteries, Inc.* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Interstate Batteries, Inc.* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Interstate Batteries, Inc.* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the

minimum content levels established under the CPG program¹ then, in order for *H&E Equipment Services, Inc.* to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Interstate Batteries, Inc.* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Interstate Batteries, Inc.* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Interstate Batteries, Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Interstate Batteries, Inc.* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Interstate Batteries, Inc.* on request. *Interstate Batteries, Inc.* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Interstate Batteries, Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Interstate Batteries, Inc.* MAS contract. These products will be supplied at *Interstate Batteries, Inc.* current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:**
Interstate Batteries, Inc. will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Interstate Batteries, Inc.* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

LAYMOR



LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

Ryan Rockafellow
Vice President / General Manager
Mobile Products, Inc.

10/29/2021
Date

Vendor Signature:

Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

11/04/2021
Date

Supplier Unique Entity Identifier (UEI): 19-823-3517

Brand or Manufacturer of Supplied Products: Mobile Products, Inc. manufacturer of LayMor products.

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number *[Contract Number]*

LETTER OF SUPPLY: *Mobile Products, Inc.* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Mobile Products, Inc.* and that *Mobile Products, Inc.* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Mobile Products, Inc.*'s agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Mobile Products, Inc.* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Mobile Products, Inc.* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Mobile Products, Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Mobile Products, Inc.* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Mobile Products, Inc.* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Mobile Products, Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Mobile Products, Inc.* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Mobile Products, Inc.* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Mobile Products, Inc.* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the

minimum content levels established under the CPG program¹ then, in order for *H&E Equipment Services, Inc.* to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Mobile Products, Inc.* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Mobile Products, Inc.* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Mobile Products, Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Mobile Products, Inc.* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Mobile Products, Inc.* on request. *Mobile Products, Inc.* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Mobile Products, Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Mobile Products, Inc.*'s MAS contract. These products will be supplied at *Mobile Products, Inc.*'s current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

___N/A___ 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Mobile Products, Inc.* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Mobile Products, Inc.* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: _____

Matthew Lyons

Vice President Executive Leader Skyjack

10-30-21
Date

Vendor Signature: _____

Toby Hawkins

Director of Government Sales

H&E Equipment Services, Inc.

11/04/2021
Date

Supplier Unique Entity Identifier (UEI): 04-364-1864

Brand or Manufacturer of Supplied Products: Skyjack

H&E Equipment Services, Inc.

Toby Hawkins

7500 Pecue Lane,

Baton Rouge, LA 70809

Re: Letter of Supply

Dear Toby Hawkins,

This Letter of Supply is in reference to:

 X The offer that **H&E Equipment Services, Inc.** submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

_____ **H&E Equipment Services, Inc.'s MAS Contract Number** [Contract Number]

LETTER OF SUPPLY: Skyjack agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with Skyjack and that Skyjack is permitted to sell such products to *H&E Equipment Services, Inc.* under Skyjack's agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with Skyjack for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: Skyjack certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: Skyjack understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while Skyjack understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, Skyjack agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: Skyjack understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while Skyjack understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, Skyjack agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: Skyjack understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E Equipment*

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-

Services, Inc. to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Skyjack* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Skyjack* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Skyjack* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Skyjack* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The

consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Skyjack* on request. *Skyjack* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Skyjack* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Skyjack*'s MAS contract. These products will be supplied at *Skyjack*'s current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Skyjack* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

Origin and TAA information provided by *Skyjack* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.



Generac Power Systems
S45W29290 Highway 59
Waukesha, WI 53189

P: (262) 544-4811
W: www.Generac.com

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature:

David Streiff

Vice President Generac Mobile Products LLC
Generac Power Systems, Inc

Nov 5th 2021

Vendor Signature:

Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

_____ Date

Supplier Unique Entity Identifier (UEI): [UEI]

Brand or Manufacturer of Supplied Products: Generac

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

_____ *H&E Equipment Services, Inc.*'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Generac* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Generac* and that *Generac* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Generac*'s agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Generac* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Generac* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Generac* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 Trade Agreements. Further, while *Generac* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Generac* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Generac* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities and 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Further, while *Generac* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Generac* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Generac* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum

content levels established under the CPG program¹ then, in order for *H&E Equipment Services, Inc.* to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Generac* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Generac* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Generac* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Generac* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Generac* on request. *Generac* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Generac* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Generac*'s MAS contract. These products will be supplied at *Generac*'s current MAS contract price.

N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Generac* will provide Country of Origin information or otherwise make the

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Generac* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the Business Solutions Association (BSA) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: Rob Johnston Digitally signed by Rob Johnston
Robert Johnston Date: 2021.11.19 07:17:21 -05'00'
Vice President _____
Atlas Copco – Power Technique Date

Vendor Signature: Toby Hawkins 11/18/2021 Date
Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

Supplier Unique Entity Identifier (UEI): Power Technique North America 080550418

Brand or Manufacturer of Supplied Products: Atlas Copco

Compressors, Light Towers, Generators, Pumps, Hand Tools

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins*,

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Atlas Copco* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Atlas Copco* and that *Atlas Copco* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Atlas Copco*'s agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Atlas Copco* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Atlas Copco* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Atlas Copco* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Atlas Copco* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Atlas Copco* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Atlas Copco* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Atlas Copco* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Atlas Copco* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Atlas Copco* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E Equipment*

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in

Services, Inc. to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Atlas Copco* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Atlas Copco* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Atlas Copco* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Atlas Copco* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The

several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Atlas Copco* on request. *Atlas Copco* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Atlas Copco* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Atlas Copco*'s MAS contract. These products will be supplied at *Atlas Copco*'s current MAS contract price.

 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Atlas Copco* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

basis. Country of Origin and TAA information provided by *Atlas Copco* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.



July 20, 2021

Toby Hawkins
H&E Equipment Services
7500 Pecue Lane
Baton Rouge, LA 70809

Dear Toby,

Thank you for the opportunity to support H&E on the GSA bid. Attached is the Letter of Supply which we have signed. Along with that, we wish to state that while the agreement is to provide sufficient quantities of the offered products, this will be on a best-efforts basis. Blue Diamond is simply confirming that it is currently supplying products to H&E and that we anticipate we will continue to be capable of supplying those products and services upon request.

Kind regards,


Aaron Truan



LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: 

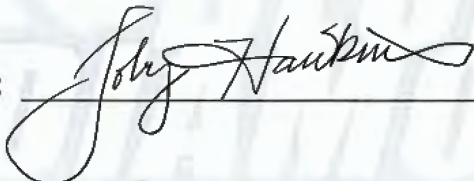
Aaron Truan

Owner

Blue Diamond Attachments

7-20-2021

Date

Vendor Signature: 

Toby Hawkins

Director of Government Sales

H&E Equipment Services, Inc.

7/20/2021

Date

Supplier Unique Entity Identifier (UEI): 079745404 (Duns Number) (UEI in progress)

Brand or Manufacturer of Supplied Products: Blue Diamond Attachments



H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear Toby Hawkins,

This Letter of Supply is in reference to:

 X The offer that H&E Equipment Services, Inc. submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSMD20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: Blue Diamond Attachments agrees that it will supply H&E Equipment Services, Inc. with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that H&E Equipment Services, Inc. remains in good standing with Blue Diamond Attachments and that Blue Diamond Attachments is permitted to sell such products to H&E Equipment Services, Inc. under Blue Diamond Attachments's agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with Blue Diamond Attachments for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.



COMMERCIAL PRODUCT CERTIFICATION: Blue Diamond Attachments certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: Blue Diamond Attachments understands that all products offered on H&E Equipment Services, Inc.'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 Trade Agreements. Further, while Blue Diamond Attachments understands that responsibility for TAA compliance and Country Of Origin accuracy resides with H&E Equipment Services, Inc., Blue Diamond Attachments agrees to work and cooperate with H&E Equipment Services, Inc. to support H&E Equipment Services, Inc.'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: Blue Diamond Attachments understands that all products offered on H&E Equipment Services, Inc.'s MAS contract must be compliant with FAR clauses 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities and 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Further, while Blue Diamond Attachments understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with H&E Equipment Services, Inc., Blue Diamond Attachments agrees to provide timely, complete, and accurate information to H&E Equipment Services, Inc. so that non-compliant products are not offered on H&E Equipment Services, Inc.'s MAS contract.



COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND

ENVIRONMENTAL ATTRIBUTES: Blue Diamond Attachments understands that if it certifies to H&E Equipment Services, Inc. that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for H&E Equipment Services, Inc. to display the appropriate environmental attributes for the product, H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from Blue Diamond Attachments on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by H&E Equipment Services, Inc. or be available from Blue Diamond Attachments to H&E Equipment Services, Inc. upon request. Accordingly, H&E Equipment Services, Inc. and Blue Diamond Attachments will mutually agree on a process to facilitate H&E Equipment Services, Inc.'s compliance with CPG program obligations under the MAS contract.

Further, Blue Diamond Attachments understands that H&E Equipment Services, Inc. is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

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1. Meets Department of Energy (DOE) and EPA criteria for use of the ENERGY STAR® trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's Federal Energy Management Program;
- Are water-efficient (e.g., WaterSense certified products);
 - Are remanufactured; or
 - Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.



2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

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 N/A **1. FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** H&E Equipment Services, Inc. understands that the products being supplied by H&E Equipment Services, Inc. are those accepted under the Blue Diamond Attachments's MAS contract. These products will be supplied at Blue Diamond Attachments's current MAS contract price.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.



__N/A__ 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** H&E Equipment Services, Inc. understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

__N/A__ 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** Blue Diamond Attachments will provide Country of Origin information or otherwise make the information available to H&E Equipment Services, Inc. and will update such information and make it available to H&E Equipment Services, Inc. on a quarterly basis. Country of Origin and TAA information provided by Blue Diamond Attachments is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the Business Solutions Association (BSA) website are part of the Dealer Authorization Program.
- B. H&E Equipment Services, Inc. must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. H&E Equipment Services, Inc.'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem H&E Equipment



Services, Inc. as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, H&E Equipment Services, Inc.'s authorization to resell said product will cease immediately, and H&E Equipment Services, Inc. must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. H&E Equipment Services, Inc. may contact the manufacturer directly for information regarding its Dealer Authorization status.

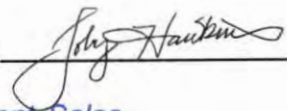
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. H&E Equipment Services, Inc. may also inquire with the manufacturer for information regarding its authorization status.



LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

MEC Aerial Work Platforms Signature:  12/29/2021
Patrick Witte
Vice President
MEC Aerial Work Platforms
Date

Vendor Signature:  12/29/2021
Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.
Date

MEC Aerial Work Platforms Unique Entity Identifier (UEI): [UEI] 619134393

Brand or Manufacturer of Supplied Products: MEC Aerial Work Platforms

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins,*

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

MEC Aerial Work Platforms

1401 S. Madera
Avenue, Kerman, CA 93630 USATel: 559.842.1500 | Fax:
559.842.1520 | Email: info@MECawp.com |
www.MECawp.com MEC is a registered trademark of California
Manufacturing & Engineering Co., LLC



LETTER OF SUPPLY: MEC Aerial Work Platforms agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with MEC Aerial Work Platforms and that MEC Aerial Work Platforms is permitted to sell such products to *H&E Equipment Services, Inc.* under MEC Aerial Work Platforms' agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with MEC Aerial Work Platforms for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: MEC Aerial Work Platforms certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: MEC Aerial Work Platforms understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while MEC Aerial Work Platforms understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, MEC Aerial Work Platforms agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: MEC Aerial Work Platforms understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while MEC Aerial Work Platforms understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, MEC Aerial Work Platforms agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

MECAerial Work Platforms

1401 S. Madera
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559.842.1520 | Email: info@MECawp.com |
www.MECawp.com MEC is a registered trademark of California
Manufacturing & Engineering Co., LLC



COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND

ENVIRONMENTAL ATTRIBUTES: MEC Aerial Work Platforms understands that if it certifies to [H&E Equipment Services, Inc.](#) that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for [H&E Equipment Services, Inc.](#) to display the appropriate environmental attributes for the product, [H&E Equipment Services, Inc.](#) must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from MEC Aerial Work Platforms on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by [H&E Equipment Services, Inc.](#) or be available from MEC Aerial Work Platforms to [H&E Equipment Services, Inc.](#) upon request. Accordingly, [H&E Equipment Services, Inc.](#) and MEC Aerial Work Platforms will mutually agree on a process to facilitate [H&E Equipment Services, Inc.](#)'s compliance with CPG program obligations under the MAS contract.

Further, MEC Aerial Work Platforms understands that [H&E Equipment Services, Inc.](#) is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

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www.MECawp.com MEC is a registered trademark of California
Manufacturing & Engineering Co., LLC



- Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from MEC Aerial Work Platforms on request. MEC Aerial Work Platforms understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and MEC Aerial Work Platforms will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

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www.MECawp.com MEC is a registered trademark of California
Manufacturing & Engineering Co., LLC



__N/A__ 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the MEC Aerial Work Platforms' MAS contract. These products will be supplied at MEC Aerial Work Platforms' current MAS contract price.

__N/A__ 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

__N/A__ 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** MEC Aerial Work Platforms will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by MEC Aerial Work Platforms is based on information provided by product manufacturers and other third parties.

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- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and

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GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.

- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

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www.MECawp.com MEC is a registered trademark of California
Manufacturing & Engineering Co., LLC



LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: Rich Sibrel
Rich Sibrel
Vice President
Multiquip Inc.

Digitally signed by Rich Sibrel
Date: 2021.12.07 16:13:26
+07'00'

12/7/2021
Date

Vendor Signature: Toby Hawkins
Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

12/07/2021
Date

Supplier Unique Entity Identifier (UEI): NG8JWBJ25TX3

Brand or Manufacturer of Supplied Products: Multiquip

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins,*

This Letter of Supply is in reference to:

X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

MULTIQUIP INC.

6141 Katella Avenue • Cypress, California 90630
800-421-1244 • FAX: 877-668-9976 • Email: sales.gov@multiquip.com • www.multiquip.com



_____ *H&E Equipment Services, Inc.*'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Multiquip Inc.* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Multiquip Inc.* and that *Multiquip Inc.* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Multiquip Inc.*'s agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with *Multiquip Inc.* for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: *Multiquip Inc.* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Multiquip Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Multiquip Inc.* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Multiquip Inc.* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Multiquip Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Multiquip Inc.* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Multiquip Inc.* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

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COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND ENVIRONMENTAL ATTRIBUTES: *Multiquip Inc.* understands that if it certifies to *H&E Equipment Services, Inc.* that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for *H&E Equipment Services, Inc.* to display the appropriate environmental attributes for the product, *H&E Equipment Services, Inc.* must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Multiquip Inc.* on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by *H&E Equipment Services, Inc.* or be available from *Multiquip Inc.* to *H&E Equipment Services, Inc.* upon request. Accordingly, *H&E Equipment Services, Inc.* and *Multiquip Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with CPG program obligations under the MAS contract.

Further, *Multiquip Inc.* understands that *H&E Equipment Services, Inc.* is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
- Have other environmental attributes².

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of



H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Multiquip Inc.* on request. *Multiquip Inc.* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Multiquip Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Multiquip Inc.*'s MAS contract. These products will be supplied at *Multiquip Inc.*'s current MAS contract price.

Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

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 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Multiquip Inc.* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Multiquip Inc.* is based on information provided by product manufacturers and other third parties.

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LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

Supplier Signature: Rich Sibrel
Rich Sibrel
Vice President
Multiquip Inc.

Digitally signed by Rich Sibrel
Date: 2021.12.07 16:13:26
+0700

12/7/2021
Date

Vendor Signature: Toby Hawkins
Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.

12/07/2021
Date

Supplier Unique Entity Identifier (UEI): NG8JWBJ25TX3

Brand or Manufacturer of Supplied Products: Multiquip

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins,*

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

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_____ *H&E Equipment Services, Inc.*'s MAS Contract Number [Contract Number]

LETTER OF SUPPLY: *Multiquip Inc.* agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with *Multiquip Inc.* and that *Multiquip Inc.* is permitted to sell such products to *H&E Equipment Services, Inc.* under *Multiquip Inc.*'s agreements with its vendors.

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COMMERCIAL PRODUCT CERTIFICATION: *Multiquip Inc.* certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: *Multiquip Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while *Multiquip Inc.* understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, *Multiquip Inc.* agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: *Multiquip Inc.* understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while *Multiquip Inc.* understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, *Multiquip Inc.* agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

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 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or
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² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of



H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from *Multiquip Inc.* on request. *Multiquip Inc.* understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and *Multiquip Inc.* will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

 N/A 1. **FURNITURE AND FURNISHINGS CATEGORY - Packaged Furniture and Packaged Fitness Center:** *H&E Equipment Services, Inc.* understands that the products being supplied by *H&E Equipment Services, Inc.* are those accepted under the *Multiquip Inc.*'s MAS contract. These products will be supplied at *Multiquip Inc.*'s current MAS contract price.

Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

MULTIQUIP INC.

6141 Katella Avenue • Cypress, California 90630
800-421-1244 • FAX: 877-668-9976 • Email: sales.gov@multiquip.com • www.multiquip.com



 N/A 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

 N/A 3. **OFFICE MANAGEMENT CATEGORY - Ink and Toner Products:** *Multiquip Inc.* will provide Country of Origin information or otherwise make the information available to *H&E Equipment Services, Inc.* and will update such information and make it available to *H&E Equipment Services, Inc.* on a quarterly basis. Country of Origin and TAA information provided by *Multiquip Inc.* is based on information provided by product manufacturers and other third parties.

H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

H&E Equipment Services, Inc. understands that:

- A. Manufacturers listed on the [Business Solutions Association \(BSA\)](#) website are part of the Dealer Authorization Program.
- B. *H&E Equipment Services, Inc.* must be authorized by the above-listed manufacturers to offer those manufacturers' imaging supplies (ink or toner cartridges) on its MAS contract.
- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.
- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

MULTIQUIP INC.

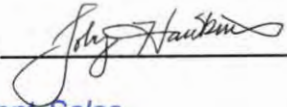
6141 Katella Avenue • Cypress, California 90630
800-421-1244 • FAX: 877-668-9976 • Email: sales.gov@multiquip.com • www.multiquip.com



LETTER OF SUPPLY

SIGNATURES: This Letter of Supply is submitted by -

MEC Aerial Work Platforms Signature:  12/29/2021
Patrick Witte
Vice President
MEC Aerial Work Platforms
Date

Vendor Signature:  12/29/2021
Toby Hawkins
Director of Government Sales
H&E Equipment Services, Inc.
Date

MEC Aerial Work Platforms Unique Entity Identifier (UEI): [UEI] 619134393

Brand or Manufacturer of Supplied Products: MEC Aerial Work Platforms

H&E Equipment Services, Inc.
Toby Hawkins
7500 Pecue Lane,
Baton Rouge, LA 70809

Re: Letter of Supply

Dear *Toby Hawkins,*

This Letter of Supply is in reference to:

 X The offer that *H&E Equipment Services, Inc.* submitted in response to General Services Administration's Multiple Award Schedule (MAS) Solicitation Number 47QSM20R0001

 H&E Equipment Services, Inc.'s MAS Contract Number [Contract Number]

MEC Aerial Work Platforms

1401 S. Madera
Avenue, Kerman, CA 93630 USATel: 559.842.1500 | Fax:
559.842.1520 | Email: info@MECawp.com |
www.MECawp.com MEC is a registered trademark of California
Manufacturing & Engineering Co., LLC



LETTER OF SUPPLY: MEC Aerial Work Platforms agrees that it will supply *H&E Equipment Services, Inc.* with sufficient quantities of the offered products to meet the Federal Government's needs for the duration of the MAS contract period and any extensions thereof, provided that *H&E Equipment Services, Inc.* remains in good standing with MEC Aerial Work Platforms and that MEC Aerial Work Platforms is permitted to sell such products to *H&E Equipment Services, Inc.* under MEC Aerial Work Platforms' agreements with its vendors.

H&E Equipment Services, Inc. is responsible for maintaining a current Letter of Supply with MEC Aerial Work Platforms for the duration of the MAS contract period and any extensions thereof, either directly with the manufacturer or through an authorized partner.

COMMERCIAL PRODUCT CERTIFICATION: MEC Aerial Work Platforms certifies that all offered products meet the Federal Acquisition Regulation (FAR) 2.101 definition of "commercial item."

TRADE AGREEMENTS CERTIFICATE: MEC Aerial Work Platforms understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with the Trade Agreements Act (TAA) (19 U.S.C. § 2501, et seq.) and FAR clause 52.225-5 *Trade Agreements*. Further, while MEC Aerial Work Platforms understands that responsibility for TAA compliance and Country Of Origin accuracy resides with *H&E Equipment Services, Inc.*, MEC Aerial Work Platforms agrees to work and cooperate with *H&E Equipment Services, Inc.* to support *H&E Equipment Services, Inc.*'s TAA compliance for products offered on its MAS contract and to provide Country of Origin information.

PROHIBITED PRODUCTS AND SERVICES: MEC Aerial Work Platforms understands that all products offered on *H&E Equipment Services, Inc.*'s MAS contract must be compliant with FAR clauses 52.204-23 *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities* and 52.204-25 *Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*. Further, while MEC Aerial Work Platforms understands that responsibility for ensuring the exclusion of covered articles and covered telecommunication equipment and services resides with *H&E Equipment Services, Inc.*, MEC Aerial Work Platforms agrees to provide timely, complete, and accurate information to *H&E Equipment Services, Inc.* so that non-compliant products are not offered on *H&E Equipment Services, Inc.*'s MAS contract.

MECAerial Work Platforms

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COMPREHENSIVE PROCUREMENT GUIDELINE (CPG) PROGRAM AND

ENVIRONMENTAL ATTRIBUTES: MEC Aerial Work Platforms understands that if it certifies to [H&E Equipment Services, Inc.](#) that an offered product meets or exceeds the minimum content levels established under the CPG program¹ then, in order for [H&E Equipment Services, Inc.](#) to display the appropriate environmental attributes for the product, [H&E Equipment Services, Inc.](#) must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from MEC Aerial Work Platforms on request. A document showing the percentage of the recovered materials and/or post-consumer materials in the offered product must also be retained by [H&E Equipment Services, Inc.](#) or be available from MEC Aerial Work Platforms to [H&E Equipment Services, Inc.](#) upon request. Accordingly, [H&E Equipment Services, Inc.](#) and MEC Aerial Work Platforms will mutually agree on a process to facilitate [H&E Equipment Services, Inc.](#)'s compliance with CPG program obligations under the MAS contract.

Further, MEC Aerial Work Platforms understands that [H&E Equipment Services, Inc.](#) is required to identify products with certain environmental attributes in its offer and MAS contract. This includes products that:

- Meet or exceed the recommended recovered and post-consumer material content levels for products designated under the Environmental Protection Agency's (EPA) [CPG program](#);
- Are energy-efficient, meaning the product -
 1. Meets Department of Energy (DOE) and EPA criteria for use of the [ENERGY STAR®](#) trademark label, or
 2. Is in the upper 25 percent of efficiency for all similar products as designated by DOE's [Federal Energy Management Program](#);
- Are water-efficient (e.g., WaterSense certified products);
- Are remanufactured; or

¹ The Environmental Protection Agency (EPA) maintains a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide federal agencies purchasing recommendations on specific products in several Recovered Materials Advisory Notices (RMANs). Each RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and EO 13834: Efficient Federal Operations). Visit the [CPG website](#) to view the current list of products that must comply with CPGs. Also, CPG supporting documents and background information (such as RMANs) can be found [here](#).

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- Have other environmental attributes².

H&E Equipment Services, Inc., in identifying a product with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The government will accept a vendor's claim of a product's environmental attribute on the basis of -

1. Participation in a federal agency-sponsored program (e.g., the ENERGY STAR® product labeling program);
2. Verification by an independent organization that specializes in certifying such claims; or
3. Possession of competent and reliable evidence³.

H&E Equipment Services, Inc. must retain proof in the form of a copy of the certification from the manufacturer, a copy of the environmental organization's certification, or be able to obtain such proof from MEC Aerial Work Platforms on request. MEC Aerial Work Platforms understands that if no proof of the environmental attributes identified being claimed is provided, the *H&E Equipment Services, Inc.* will not be allowed to display the applicable environmental attribute icon in GSA Advantage!. Accordingly, *H&E Equipment Services, Inc.* and MEC Aerial Work Platforms will mutually agree on a process to facilitate *H&E Equipment Services, Inc.*'s compliance with these obligations under the MAS contract.

SPECIFIC CATEGORY AND OFFERING REQUIREMENTS: The specific category and offering requirements marked with an "X" below are hereby incorporated into to this Letter of Supply:

² Other environmental attributes refer to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Vendors are required to identify United States Department of Agriculture (USDA) biobased or BioPreferred products; Electronic Product Environmental Assessment Tool (EPEAT) registered products; low Volatile Organic Compound (VOC) products; Safer Choice labeled products; products that contain Significant New Alternative Policy (SNAP) chemicals or other alternatives to ozone-depleting substances and high global warming potential hydrofluorocarbons; and products that meet or exceed specifications, standards, or labels recommended by EPA through the Environmentally Preferable Purchasing Program. Visit the [GSA Vendor Support Center](#) for more information.

³ For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

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__N/A__ 2. **INFORMATION TECHNOLOGY CATEGORY - All Products:** *H&E Equipment Services, Inc.* understands that used and refurbished products are prohibited for all products offered under the Information Technology category.

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H&E Equipment Services, Inc. understands that this Letter of Supply is not transferable to any partner, Authorized Participating Dealer (APD), subcontractor, or teamed organization.

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- C. *H&E Equipment Services, Inc.*'s Dealer Authorization status may change at any time, and any such changes may be reported by the manufacturer directly to GSA. Should the manufacturer deem *H&E Equipment Services, Inc.* as no longer meeting the Original Equipment Manufacturer's (OEM's) authorization/partner program and/or policy requirements, *H&E Equipment Services, Inc.*'s authorization to resell said product will cease immediately, and *H&E Equipment Services, Inc.* must take action to remove those products from its MAS contract and

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GSA Advantage! listing within 48 hours. *H&E Equipment Services, Inc.* may contact the manufacturer directly for information regarding its Dealer Authorization status.

- D. A roster of wholesale agents and dealers segregated by manufacturer can be found on the BSA website. *H&E Equipment Services, Inc.* may also inquire with the manufacturer for information regarding its authorization status.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2021

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

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

PRODUCER Perkins McKenzie Insurance Agency Inc. 4701 Bluebonnet Blvd Suite B Baton Rouge LA 70809	CONTACT NAME: Perkins-McKenzie Insurance Agency, Inc. PHONE (A/C, No, Ext): (225) 767-0100 FAX (A/C, No): (225) 767-7457 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Travelers Indemnity Co. of CT INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674 25682
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COVERAGES **CERTIFICATE NUMBER:** 2021 - 2022 Garage **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC2J-GLSA-9361B789	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-9361B777	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0P000206-21-51-K	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garage Keepers Coverage			810-1F731154	01/01/2021	01/01/2022	Limit 250,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE