



***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>									
<b>1.1. Company Information</b>									
<b>1.1.1. Company Name:</b>	Herc Rentals Inc.								
<b>1.1.2. Corporate Street Address:</b>	27500 Riverview Center Blvd., Bonita Springs, FL 34134								
<b>1.1.3. Remittance Address:</b>	P.O. Box 936257, Atlanta, GA 31193								
<b>1.1.4. Main Telephone Number:</b>	239-301-1189								
<b>1.1.5. Website:</b>	www.hercrentals.com								
<b>1.1.6. Formation.</b> 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.	Herc Rentals was founded in 1965 and operated under the name Hertz Equipment Rental Company. We became an independent public company when we started trading on the New York Stock Exchange on July 1, 2016, under the symbol "HRI" and were included in the Fortune 1000 list for the first time this year. We are known throughout North America under our brand, Herc Rentals Inc.								
<b>1.1.7. Legal Structure.</b> 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"/> <i>Partnership</i> – provide the State of registration and the names of all partners. <input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal. <input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals. <input type="checkbox"/> <i>Other</i> – provide detailed description of corporate structure and ownership.								
	<a href="#">Click here to provide additional information.</a>								
<b>1.1.8. Federal Tax ID# or Social Security #:</b>	Bidder Tax ID#. 136174127								
<b>1.1.9. Primary Point of Contact.</b> Provide information about the Bidder representative/contact person authorized to answer questions	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Contact Name:</td> <td style="padding: 2px;">Nina Aide</td> </tr> <tr> <td style="padding: 2px;">Title:</td> <td style="padding: 2px;">Sales Operations</td> </tr> <tr> <td style="padding: 2px;">Phone:</td> <td style="padding: 2px;">239-301-1345</td> </tr> <tr> <td style="padding: 2px;">E-Mail Address</td> <td style="padding: 2px;">Nina.aide@hercrentals.com</td> </tr> </table>	Contact Name:	Nina Aide	Title:	Sales Operations	Phone:	239-301-1345	E-Mail Address	Nina.aide@hercrentals.com
Contact Name:	Nina Aide								
Title:	Sales Operations								
Phone:	239-301-1345								
E-Mail Address	Nina.aide@hercrentals.com								

regarding the proposal submitted by your company:		
<b>1.1.10. Authorized Representative.</b> Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Jason Oosterbeek
	Title:	Vice President
	Phone:	239-301-1189
	E-Mail Address	hercbids@hercrentals.com
<b>1.2. Financial Strength &amp; Legal Considerations</b>		
<b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.	Please visit <a href="https://sec.report/CIK/0001364479">https://sec.report/CIK/0001364479</a> to view the Company financial reports	
<b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	None	
<b>1.2.3. Litigation.</b> Describe any litigation in which your	As a large national company with an excess of \$2 billion in revenues per year, Herc Rentals is involved in commercial and personal injury	

<p>company has been involved in the last three (3) years and the status of that litigation.</p>	<p>claims and litigation. None of these claims, individually or in the aggregate, has a material adverse effect on the Corporation's financial well-being. Further, the claims generally arise out of routine commercial transactional disputes or the occasional job site accident and are not a result of any intentional or willful acts on Herc part.</p>
<p><b>1.3. Industry Qualifications</b></p>	
<p><b>1.3.1. <i>Company Identification.</i></b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p><b>1.3.2.</b> Herc Rentals Inc is primarily in the business of services-miscellaneous equipment rental &amp; leasing.</p>
<p><b>1.3.3. <i>Manufacturer Authorization.</i></b> If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP.</p>	<p>Herc Rentals contracts with multiple vendors and manufacturers to provide written authorizations from all of them. We can provide a letter on specific vendors upon request.</p>
<p><b>1.3.4. <i>Network Relationship.</i></b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Herc owns over \$4.4 billion rental-ready fleet and manages logistics internally. Herc Rentals has approximately 312 company-operated locations, principally in North America. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customer's needs.</p>
<p><b>1.3.5. <i>Industry Experience.</i></b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was</p>	<p>Founded in 1965 the Company has 56 years of experience providing services outlined in this RFP. Herc's revenue generated from equipment rental services was reported at 90% a year for the last three (3) years.</p>

<p>generated from these products and services?</p>	
<p><b>1.3.6. Geographic Reach.</b> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>Herc is one of the largest equipment rental companies in the North American equipment rental industry, with an estimated 3% market share by revenue and approximately 312 locations in 40 states in the United States and five provinces in Canada. Our scale compared to most of our competitors provides us with a few significant competitive advantages. Please refer to our additional information attachment.</p>
<p><b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b>Proposal Form 5 - Certifications and Licenses.</b></p>	<p>Herc Rentals is not a manufacturer.</p>
<p><b>1.3.8. Awards.</b> Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.</p>	<p>Herc Rentals is not a manufacturer.</p>
<p><b>1.4. Industry Qualifications</b></p>	
<p><b>1.4.1. Public Sector Cooperative Contracts.</b> What Public Sector Cooperative Contracts (e.g., state term contracts, public sector</p>	<p>Herc has in place to provide equipment rental services with OMNIA Partners, the largest and most trusted cooperative purchasing organization for public sector procurement.  <a href="https://www.omniapartners.com/publicsector/suppliers/herc-rentals-inc/overview">https://www.omniapartners.com/publicsector/suppliers/herc-rentals-inc/overview</a></p>

<p>cooperatives, etc.) does your company have in place to provide products &amp; services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?</p>	<p>In addition, Herc is an approved rental industry partner holding a contract with U.S. General Services Administration (GSA) - GSA Contract#:GS-21F-0020T.  <a href="https://www.hercrentals.com/us/programs/government/federal.html">https://www.hercrentals.com/us/programs/government/federal.html</a></p>
<p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>	<p>Herc does not disclose such details. However, Government and infrastructure spend accounts for 16% of our total revenues.</p>
<p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>Herc does not disclose such details. However, Government and infrastructure spend accounts for 16% of our total revenues.</p>
<p><b>1.4.4. Public Sector Strategic Growth Plan.</b> Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p>	<p>Our long-term strategy is focused on the following priorities: grow the core and expand specialty; elevate technology; integrate environmental, social and governance ("ESG") and allocate capital. This strategy will help serve our government customers across all markets. Infrastructure and government represented approximately 17% of our equipment rental revenue for the year ended December 31, 2021.</p>



<p>What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?</p> <p><b>NOTE:</b> For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</p>	
<p><b>1.4.5. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> <li>a. Customer contact person and their title, telephone number, and email address;</li> <li>b. A brief description of the products and services provided by your company;</li> <li>c. Customer relationship starting and ending dates; and,</li> <li>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>	<p>1. Brief Description of Work Performed: Various Bare Equipment Rental Services  City of Charlotte Contract # 2019000318  Date Completed: Ongoing Bare Equipment Rental Services  Contact Name/Telephone: Genetta Carothers, phone: 704-336-5195</p> <p>2. Brief Description of Work Performed: Various Bare Equipment Rental Services  MTA Agency Wide, Contract Number : 292949-002  Date Completed: Ongoing Project  Contact Name/Telephone: Gustavo Pardo, phone # 646-376-0807</p> <p>3. Brief Description of Work Performed: Various Bare Equipment Rental Services  Contract Number: State of Massachusetts, Contract # FAC112  Date Completed: Ongoing Bare Equipment Rental Services  Contact Name/Telephone: Brendan McCue , phone: 617-720-3146</p> <p>4. Brief Description of Work Performed: Various Bare Equipment Rental Services  Florida Department of Managed Services  Date Completed: Ongoing Equipment Rental Services  Contact Name/Telephone: Shaveon Nelson, phone: 201-216-2371</p> <p>5. Brief Description of Work Performed: Various Bare Equipment Rental Services  Port Authority of NY and NJ  Date Completed: Ongoing Equipment Rental Services  Contact Name/Telephone: Sal D'Angelo, phone: 617-720-3146</p>

<h2>2. <u>Products &amp; Services</u></h2>	
<h3>2.1. PRODUCTS &amp; SERVICES</h3>	
<p><b>2.1.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p><b>IMPORTANT.</b> This description along with the products and services included in the <b><u>Attachment B – Cost Proposal</u></b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>As a part of our proposal, we are offering heavy equipment for rent on a daily, weekly, and monthly basis. Our rental equipment includes brands by globally known manufacturers and categories such as aerial, material handling, earthmoving, and specialty equipment such as generators, pumps, spot coolers, and heaters.</p>
<p><b>2.1.2. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>Herc owns one of the most comprehensive and diverse lines of equipment, a consistent supply of rental equipment in stock across our locations and the ability to redeploy equipment across locations to meet our customers’ needs. Should there be a need for a type of equipment we don’t carry, Herc has a purchasing capacity to satisfy most of the rental needs of a customer. Herc purchases new fleet annually to replace our older pieces of equipment and incrementally grow our basket of goods to meet new customer needs and improve on our product offering.</p>
<p><b>2.1.3. Differentiators.</b> Describe what differentiates your company’s products and services from your competitors.</p>	<p>With over 56 years of experience, Herc is the most experienced and established equipment rental company in the industry. Centrally located in Bonita Springs Florida, with over 312 locations across North America, Herc Rentals is one of the largest equipment rental companies globally. Our large footprint provides us with several significant competitive advantages including economies of scale and operational cost efficiency across our organization, with respect to purchasing, information technology, and back-office support. Having one of the most comprehensive and diverse lines of equipment, a consistent supply of rental equipment in stock across our locations and the ability to redeploy equipment across locations to meet our customers’ needs and expectations makes Herc Rentals the “One Stop Rental Shop” of choice. Our buying power allows us to deliver our</p>

	customers the highest quality equipment, at the industry's most competitive rates.
<p><b>2.1.4. Manufacturing.</b> <i>If best identified as a manufacturer, describe your manufacturing process and any advantages it offers over your competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection &amp; quality control processes, and identification of manufacturing certifications (e.g., ISO).</i></p>	Herc Rentals is not a manufacturing company.
<p><b>2.1.5. Warranty.</b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b><u>Attachment B – Cost Proposal.</u></b></p>	Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. We do however provide full rental warranty support of our equipment. Warrantable conditions or warranty repairs would be handled directly by Herc. These repairs are not charged to our customers.
<b>2.2. Additional Services</b>	
<p><b>2.2.1. Turnkey Capabilities.</b> 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</p>	The Herc ProSolutions team specializes in providing a wider range of solution compared to a traditional equipment rental partner. Our ProSolutions team is staffed with experts capable of engineering precise solutions related to dewatering, emergency power and distribution, and climate control. Our team is experienced in servicing challenging site conditions due to environmental factors, including situations where pump efficiency may be strained due to large volume flows or long traveling distance. Our team also offers a comprehensive ProClimate product line ranging from heaters, dehumidification units, spot cooler to industrial-grade units. In construction and industrial projects, costly projects delays can be caused due to irregular

<p>solution should include all products &amp; services required for to meet the Member’s needs.</p>	<p>temperatures, high levels of humidity or inadequate HVAC units. Our climate control specialists can seamlessly assess and provide turnkey solutions and calculate job site needs based upon square footage, ambient conditions, and temperature requirements. Moreover, our ProSolutions team provides turnkey portable power solutions and power distribution products for rental to our customer. Our rental fleet ranges from 20kw of generators up to 2000kw in size, to ensure power is uninterrupted during an unplanned event. Our team can custom design an innovative contingency plan for each facility which guarantees a working generator on stand-by until the facility needs it.</p> <p>In addition, we carry accessories, such as fuel tanks, load banks, power distribution panels and cables. ProContractor has the right tool for the job no matter how small or large the need is. Now available in our Pro Contractor equipment line is a variety of tools from air compressors and tool, climate control, electrical tools, plumbing, scaffolding, lawn and garden, concrete and masonry, lighting and floor care and surface preparation. No power means no progress on the job. Rely on our tools to get your job done.</p> <p>ProTruck Herc Rentals has a specifically dedicated team for Worley’s truck rental needs. Moving employees and materials requires a reliable truck, with reliable service. Herc can provide Worley with the options to choose for various bed lengths, capacities, cab configurations, tow packages and special equipment including toolboxes and lumber racks.</p>
<p><b>2.2.2. Installation.</b> Is installation available to Members as a part of your proposal?</p>	<p>Yes. Our ProSolutions Team specializes in installation of pumps and generators.</p>
<p><b>2.2.3. Installation or Set-up.</b> Is installation or set-up available to Members as a part of your proposal?</p>	<p>Yes. Our ProSolutions Team specializes in set up and installation of pumps and generators</p>
<p><b>2.2.4. Qualifications.</b> Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.</p>	<p>Our technicians are trained and certified to provide installation and set-up services and meet all the industry requirements.</p>
<p><b>2.2.5. Training.</b> If yes, provide a description of the training services offered. <i>Note: 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></p>	<p>Familiarization training is included in the rental cost. Upon delivery, Herc delivery personnel can provide equipment familiarization which typically includes identifying the weather resistant compartment (for manual storage); confirming that the manuals, as specified by the manufacturer, are on the equipment; reviewing control functions; reviewing safety devices specific to the model equipment being delivered; and reviewing equipment daily operator maintenance requirements. Equipment operator safety training can also be provided at an additional cost which include OSHA certifications, Mobile Elevated Work Platform and Forklift training</p>

<p><b>2.2.6. Maintenance Services.</b> If yes, provide a description of the maintenance services included in your proposal.</p>	<p>The following maintenance services are offered and included in our proposal and described below.</p> <p>Herc's implementation of a maintenance program for all equipment includes indicating the type of maintenance required for each piece of equipment and the frequency in accordance with the manufacturer's recommendations. Each piece of equipment is given an "inspection sticker".</p> <ul style="list-style-type: none"> <li>- Herc's automated service schedule prompts Herc to maintenance the equipment every 90 days, 2000 miles or 200 hours of service, whichever comes first.</li> <li>- This service is provided on site and is completed in approximately one hour.</li> </ul> <p><b>TRACKING:</b></p> <p>"Preventive Maintenance Inspection Form" - completed by a Herc mechanic each time maintenance is performed. "Safety Damage Sheet" - completed upon delivery/return of a piece of equipment, with a copy given to our clients and one kept by Herc.</p> <p>Our clients' operators are responsible for and will be trained to perform an operator inspection prior to daily use including the following:</p> <ul style="list-style-type: none"> <li>- Checking all fluid levels (any excessive loss or shortage of fluid should be reported to Herc immediately)</li> <li>- Checking pressures and condition of tires, battery fluid, charge levels, and daily grease of all fittings Preventive Maintenance is done to ensure the equipment is maintained in good operating order. Proper personnel and parts/supplies will be provided to support this program. All our branches have the capability to perform mobile maintenance functions through mobile service vehicles and factory-trained mechanics.</li> </ul> <p><b>CHECK-IN TAG PROCEDURE:</b></p> <p>As part of standard Branch procedure, upon pickup or return of equipment, a Check-In Tag procedure is implemented to ensure proper service / repairs are made to the equipment. This identifies units on the yard needing service and those available to rent Upon return or pickup: -Back of yellow tag is filled out.</p> <ul style="list-style-type: none"> <li>-If in the process of performing service a problem is discovered, the red tag is completed which states the equipment requires service. Yellow tag is removed. -Equipment repairs are completed. Red tag is removed.</li> <li>-Green tag is completed, equipment is rental ready. Green tag is removed upon delivery.</li> </ul> <p><b>MAINTENANCE AND REPAIRS CLIENTS</b></p> <ul style="list-style-type: none"> <li>- "A" Service (Daily/Weekly) - Generally performed after 8-10 hours of operation. Service consists of checking fluid levels, lubrication, and</li> </ul>
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	<p>visual inspection to ensure proper operation. This service is performed by our clients while on rent and must be performed by HERC maintenance personnel when equipment is returned.</p> <p><b>HERC</b>  - “B” Service (Quarterly) - Performed every 200 hours or 6000 miles. Service consists of inspecting safety related equipment, fluids, changing engine oil and filters, tuning engine, and performing an operational check while under load. Hydraulic oil is cleaned, filters replaced, pressure flow checks performed and disassembly of some parts. In the event of operator negligence or damage to the unit, HERC will repair the equipment and charge our clients.</p> <p><b>TIRE SERVICES:</b>  Tire repairs or replacement, outside of normal wear and tear, will be charged to our clients.</p> <p><b>Replacement:</b>  Part of HERC pre/post rental inspection includes tire inspection. If abnormal/excessive tire wear, cuts or slashes exist, tires will be replaced.</p> <p>Over-The Road Vehicles  - As mandated by the state (hours of use, miles, % of tread wear) or  - Insufficient thread depth, cuts, slashes, or abnormalities</p> <p>In-Plant Equipment  - Manufacturer recommendations or -Insufficient thread depth, cuts, slashes, or abnormalities.  Maintenance records for equipment are available upon request.</p>
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**2.3. Value Add**

<p><b>2.3.1. Additional Offering.</b>  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.</p>	<p>Herc Rentals offers unique fleet expertise through our specialty divisions such as ProSolutions, ProResources, ProContractor, ProTrucks, and Herc Entertainment. Herc has also set up various Centers of Excellence (CoE) to enhance our customer offering by delivering a high degree of technical expertise in relation to material handling, floor care, ground support, and climate &amp; remediation.</p> <p>Herc Rentals’ ProControl program allows customers of all sizes to create a personalized web experience to improve management of their account. ProControl provides the ability to improve utilization of equipment rentals while obtaining account specific information in real-time. ProControl allows customers to create a personalized web experience to improve management of their Herc Rentals account. Customers have the ability to improve utilization of their equipment rentals, while obtaining account specific information in real-time. Additionally, Herc ‘On The Go’ is a mobile application that covers the entire life cycle of equipment pickup and delivery. With ‘On the Go’, our drivers will navigate through their daily schedule and jobs assigned to them by our dispatchers and gives Herc the ability to access to</p>
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	<p>equipment information such as on time delivery notification and metrics.</p> <p><b>On The Go Benefits</b>  Improved communication – Drivers and dispatchers can communicate quickly and easily. How? Within On the Go Desktop all deliveries and pickups are fed from Rentalman where dispatchers assign the Jobs to a driver. The Desktop version then pushes the Jobs to the drivers On the Go Mobile App where the driver follows the assigned workflow.</p> <p>Automatic Notifications – Any changes made to an active Run by a dispatcher the driver receives a notification of the changes made, if a driver is unable to complete a task they Raise an Issue on the Mobile App and that Job is fed back to the dispatcher for resolution.</p> <p>Improved fleet productivity – Dwell days and future reservations display on pickup tickets; dispatchers can easily plan and reduce empty runs with a click of a mouse.</p> <p>Improved delivery vehicle routing – Using the mapping feature dispatchers create more efficient routes for drivers, reducing route mileage and saving fuel costs while gaining more capacity to complete more Runs per day. Drivers are provided route options and turn by turn directions to avoid heavy traffic areas. All of this increases the level of customer service we offer to our customers.</p> <p>Real-time tracking and reporting – Automatic status updates from the Mobile App to the dispatcher improves future scheduling with KPI's and reporting coming very soon.</p> <p>Pickup Information is fed back to Rentalman (Herc's internal POS system) - When a driver inputs hours/miles, fuel, cleaning, and if keys are not returned on the Mobile App that information is fed back to Rentalman in real-time for ease of contract closing and accuracy. Additionally, the driver can take pictures of the condition of the equipment and obtain an electronic signature from the customer on all deliveries and pickups. All this information along with the dispatch information is retained in On the Go Desktop. All of this adds up to less paper to store as everything this is captured in On the Go electronically.</p>
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**3. Business Operations**

**3.1.1. Logistics**

<p><b>3.1.2. <i>Distribution Capabilities.</i></b>  Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.</p>	<p>Herc has 312 operating branches nationwide which are strategically located in the areas to assure a flawless distribution of products and services to our customers virtually anywhere. Through fleet pooling Herc can move its equipment from branch to branch, market to market, or anywhere across the United States in support of this contract. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customer's needs in the event of an emergency</p>
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	<p>or change in scope. Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability. Deliveries are scheduled at the customer’s request and, at times, are made outside of the standard hours. As well, Herc handles emergency, expedited, and last-minute orders – rearranging fleet, drivers, and additional resources to support the customer requirements.</p>
<p><b>3.1.3. Distribution Centers.</b> Provide the number, size and location of Supplier’s distribution facilities, warehouses, and retail network as applicable.</p>	<p>Herc has 312 locations nationwide which incorporate capacity to include our Warehouse and Yard operations and support customers with a National footprint.</p>
<p><b>3.1.4. Fill Rates.</b> Provide fill rates and average delivery timeframes met by specific distribution centers.</p>	<p>All Herc Rentals locations are available 24 hours a day, seven days a week. When an express, rush, or emergency delivery is required, Herc Rentals staff is ready to respond, and all resources will be utilized to fill our clients’ situation. In an emergency situation, the customer’s initial phone call will be responded to, and Herc Rentals capabilities communicated. If Herc Rentals cannot accommodate the delivery time requested, Herc Rentals will notify the customer so that the project team can plan accordingly. Equipment will be provided immediately or within 24 hours, depending on the type and quantity of equipment. If equipment is not available at the time of rental, Herc Rentals will pool through its inventory of fleet and see if one of its neighboring branches have the specific piece of equipment available. Equipment can be provided through a 3rd party supplier if necessary. The customer authorization is needed prior to a re-rental. Herc Rentals is experienced in servicing customers whose environment is extremely time critical and we are prepared to employ every resource available to us to support the customer.</p>
<p><b>3.1.5. On Time Delivery Rate.</b> Provide your average on-time delivery rate.</p>	<p>Herc Rentals strives for 100% on time delivery. Our industry leading, operating model would be the core of the on-site success of our client’s operations. Herc’s focus to fill 100% of orders is based on process, accountability, and continuous improvement. We transparently report to the customer our operational success and challenges to mutually improve upon the total supply chain of our partners.</p>
<p><b>3.1.6. Expedited Orders.</b> 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>Herc has many years of experience successfully handling emergency orders and services of our customers who are very sensitive to equipment needs or downtime. Herc maintains 24/7 staff to service our customers and expedite service needs. After Hours Emergency Equipment Service is available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year at all Herc locations Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification, and water removal, as well as other solutions,</p>



	<p>depending on the event. In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.</p> <p>Herc specializes in getting our customers back up and running after disaster strikes with our rapid response, command center setup and our specialized fleet. Such as pump, power, climate control, dehumidification and drying equipment is at the ready and can be deployed quickly to the impacted area.</p> <ul style="list-style-type: none"> <li>• Pumps</li> <li>• Debris Removal</li> <li>• Power Generation</li> <li>• Drying Equipment</li> <li>• Dehumidification (LGR &amp; Desiccant)</li> <li>• Air Quality Control</li> <li>• Small Tools</li> <li>• Restoration and Remediation</li> <li>• Traffic Control</li> <li>• Containers</li> <li>• Lighting</li> </ul> <p>Expertise that Extends Beyond Just Equipment Our disaster recovery capability isn't limited to just providing the equipment. Herc Rentals also has a fully trained force of remediation and recovery experts available 24/7. These teams, strategically located throughout North America, can be mobilized quickly and efficiently.</p> <p><u>Instant Response Remediation Vehicle</u> Herc Rentals' instant response vehicle is loaded with the right equipment for all your remediation, restoration, and portable cooling needs. Let us deliver your complete package.</p>
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**3.2. Customer Service**

<p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service</p>	<p>All Herc Rentals locations are available 24 hours a day, seven days a week. If equipment is available locally, Herc will work on getting the equipment to the site within 24 hours of order. Communication between our customers and Herc is key since equipment that must be moved from other locations may require additional time for transportation.</p> <p>For the most part, customers will communicate with the local branch to acquire equipment needs. All Herc locations are supported by a team of experts, which include:</p> <p>LOCAL SALES CONTACT</p>
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<p>centers are owned by your company of if they are a network of subcontractors.</p>	<ul style="list-style-type: none"> <li>• Designated role to handle specific accounts in his/her area.</li> <li>• Knowledgeable in the operation, capabilities, and applications of our equipment inventory.</li> <li>• Provide assistance with selecting the right equipment for the given project.</li> <li>• Process equipment requests and dispatch units.</li> </ul> <p>OPERATIONS</p> <ul style="list-style-type: none"> <li>• Consistent business operations through Herc branch network.</li> <li>• Equipment delivery/pickup.</li> <li>• Fleet pooling throughout our branch network.</li> <li>• Strict adherence to and tracking of equipment service schedules.</li> <li>• 24/7 service.</li> </ul> <p>BACK-OFFICE</p> <ul style="list-style-type: none"> <li>• Single computer counter rental system throughout our branch network – rate/billing consistency.</li> <li>• E-Commerce capabilities.</li> <li>• “Real-Time” web-published reporting</li> <li>• Summary Billing / Custom billing.</li> </ul> <p>BRANCH MANAGERS</p> <ul style="list-style-type: none"> <li>• Oversee operations of local branch – fleet, personnel, etc.</li> <li>• Ensures the branch is stocked and capable of properly servicing your location through direction of fleet movement, properly assigning maintenance duties, and working closely with Branch personnel towards improving overall customer service.</li> <li>• Coordinates “fleet pooling” – sharing of fleet between branches within a reasonable service area.</li> </ul> <p>MAINTENANCE/SERVICE TECHNICIANS</p> <ul style="list-style-type: none"> <li>• Factory trained with regular participation in preventive maintenance refresher, and manufacturer updating courses to make certain they maintain the proper know-how of equipment servicing.</li> </ul> <p>Carefully inspect and service each rental return. Only after it has been thoroughly inspected, serviced, and determined to be safe and in top operating condition, the rental return will be approved for the rental-ready line.</p>
<p><b>3.2.2. Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how</p>	<p>Customer feedback is one of our key performance indicators tracking service. Thru multiple lines of communication, the customer can inform Herc on their total rental experience. If the service problem is not resolved, Herc will escalate the issue to the next level of</p>

<p>unresolved complaints are handled.</p>	<p>management. For example, if the sales representative does not resolve the issue, then it will be addressed to the branch manager then to the region level and so on.</p>
<p><b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b></p>	
<p><b>3.3.1. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i></b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p><b>NOTE:</b> Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p>	<p>Herc has aligned itself with premium equipment manufacturing partners to ensure the highest level of quality during the rental experience. For decades, our partnerships with brands such as JLG, Genie, Ford, Bobcat, Toyota, Multiquip, Chevrolet, Hilti, Tennant, Caps and Ingersoll Rand to name a few, have enabled Herc to insure an exceptional experience for our customers. Herc will serve as the single point of sale.</p>
<p><b>3.3.2. <i>Customer Set Up.</i></b> Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?</p>	<p>Once the customer has entered into a contract, a dedicated government account manager is assigned to walk the customer through the credit app process in order to set up a new account, if applicable. All of Herc's invoices are assigned a customer # which can be assigned based on business divisions or locations. Herc's invoices typically display invoice #, rental agreement #, type, start and return date, customer PO#, branch location #, and billed amount.</p> <p>Once approved and set up in Herc's internal system, the customer can start calling on Herc branches. Branch information is readily available on hercrentals.com. Once an order is received, Herc's local support team will work to confirm the correct equipment is quoted and the correct rates are billed.</p>
<p><b>3.3.3. <i>Order Process.</i></b> Describe your company's proposal</p>	<p>At the time of ordering, customers will be required to provide the following information:</p>

<p>development and order submission process.</p>	<ul style="list-style-type: none"> <li>•Specify the name of your agency</li> <li>•Location name (Location where equipment is to be used)</li> <li>•Billing Address (first time customer only)</li> <li>•Employee Name, Telephone # and Employee ID #</li> <li>•Purchase Order Number</li> <li>•Required Date and Return Date/Length of Rental</li> <li>•Equipment Required and Specifications</li> <li>•Specific Delivery Instructions</li> <li>•Additional Requirements</li> <li>• Employee driver’s license number on over-the-road vehicle rentals</li> </ul>
<p><b>3.3.4. Invoice Process.</b> Describe your company’s invoicing process.</p>	<p>Herc offers automated monthly billing, which displays invoice #, rental agreement #, type, start and return date, customer PO#, branch location #, and billed amount.</p> <p>Herc Rentals leading industry POS and billing software will ensure that the customer is invoiced properly for all equipment needs. Herc has a dedicated specialized customer care team that will be assigned to manage all aspects of billing and accounts receivables to ensure the customer's experience is the highest level. Our customer care team will also assist with any potential portal integrations that a customer may require.</p>
<p><b>3.3.5. Payment.</b> What are your standard payment terms? What methods of payment do your company accept?</p>	<p>Net 30 days.</p>
<p><b>3.3.6. Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Members can open a credit account which requires no application fee, improved cash flow management, easier rental transactions and one account for all Herc Rentals locations.</p> <p>For equipment sales, Herc offers a variety of financing options and terms, plus knowledgeable financing specialists to guide through the application process.</p> <ul style="list-style-type: none"> <li>• Flexible Terms</li> <li>• Up to 100% Financing</li> <li>• 1, 2, 3, 4, and 5 year Terms</li> <li>• Fixed Rates for New &amp; Used Equipment</li> <li>• Various Financing Options to Best Fit members’ Business Needs</li> <li>• Competitive Rates</li> <li>• Fast Service</li> <li>• Receive Same-Day Proposals from an Experienced Team</li> </ul>
<p><b>3.4. Sustainability, Reclamation, and Recycling Initiatives</b></p>	

<p><b>3.4.1. Sustainable Company Initiatives.</b> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>In partnership with our suppliers, we are increasing the number of energy-efficient products in our rental fleet through Tier 4 Compliant purchases of applicant equipment, LED-light equipped and solar-powered, battery-powered, electric-powered, and hybrid equipment, and transitioning our fleet of rental and internal-use half-ton pick-up trucks to be equipped with four-cylinder engines.</p> <p>In addition, Herc’s green initiatives include:</p> <ul style="list-style-type: none"> <li>• Handle, store, and dispose of substances that are defined as hazardous material in compliance with local, state, and federal regulation;</li> <li>• Reduce, reuse, and recycle our waste products as much as possible;</li> <li>• Minimize water consumption and ensure safe water treatment within our branches by incorporating innovative design of wastewater treatment systems;</li> <li>• Minimize energy consumption by employing energy reducing initiatives;</li> <li>• Conduct regular training for staff working in and around petroleum storage tanks to inform on hazardous materials stored onsite, as well as regular inspections of storage tanks, dispensers, and critical safety devices;</li> <li>• When required by local, state, and federal regulations, develop, and maintain appropriate emergency and spill response programs;</li> <li>• Whenever possible, purchase products and services that do the least damage to the environment and communicating this commitment to our vendors;</li> <li>• Monitor the environmental impact of our business practices and review our progress on a continual basis; and</li> <li>• Promote environmental stewardship and best management practices to our customers that utilize rental equipment</li> </ul>
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## 4. PRICING

### 4.1. Cost Proposal

<p><b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>In an effort to show overall cost savings through our operational efficiencies, technology, equipment portfolio and the streamlined purchasing model provided by Equalis, Herc has developed a pricing structure that will give each customer the best possible product and service for the best possible overall value and price, enhancing the customer experience. It is our belief that this transparent approach will allow us to build our customer base and build on the overall Equalis Member Program. Furthermore, it will allow us to assist in developing solutions that will add value and support all equipment and solution needs. We will demonstrate the cost savings benefits including the pricing advantage over alternative customer options including competitive solicitations. Herc understands and appreciates the</p>
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	<p>expense of managing all types of bids and solicitations and we will position value and cost savings with price and efficiency of the Master Agreement to those customers. Our entire organization is committed and focused on the continued growth and expansion of this program with both our current and new customers.</p>
<p><b>4.1.2. Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Herc will lock in not to exceed rates in our rate management system to ensure the contract pricing and discount percentages are adhered to throughout the US. Once an order is received, Herc’s local support team will work to confirm the correct equipment is quoted and the correct rates are billed.</p> <p>In addition, Herc has the capabilities to provide customized reporting on numerous metrics. These metrics include, but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• Rental Volume</li> <li>• Units on Rent</li> <li>• Average Age of Rental Fleet</li> <li>• Invoice Efficiency</li> <li>• Overdue Rentals</li> <li>• Utilization Activity</li> <li>• GPS Functionality</li> <li>• Preventative Maintenance</li> <li>• Repair Statistics</li> <li>• Work Orders</li> <li>• Cost Savings</li> </ul>
<p><b>4.1.3. Price Change Process.</b> Provide a description of your process for price changes.</p>	<p>Herc will review pricing with the lead public agency to discuss potential price escalation or de-escalation scenarios.</p>
<p><b>4.1.4. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder’s cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to 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>Click or tap here to enter text.</p>
<p><b>4.1.5. Additional Savings.</b> Describe any quantity or volume discounts or</p>	<p>Equipment rental needs are determined by complexity and duration for project completion. These primary factors often result in many different combinations of equipment requirements. Herc will work with the renting entity to customize the rental agreement based on those factors and that this is a “not to exceed” contract.</p>

<p>rebate programs included in your Cost Proposal.</p>	
<p><b>4.1.6. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>Delivery and Pick-up are quoted as a separate line item as indicated in our pricing. Afterhours deliveries are negotiated at the time of rental and are at the local Branch's posted rate. Herc's delivery charge is calculated based on a few variables such as distance (miles), location, time of delivery, cost of fuel, etc.</p>
<p><b>4.1.7. Pricing Open Market or Sourced Goods.</b> Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5 – Pricing.</b></p>	<p>In addition to the basket items provided, Herc is offering a blanket discount of 5% off daily, 10% off weekly, and 15% of monthly rental rates for additional equipment.</p>
<p><b>4.1.8. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p><b>Delivery Fee</b>          \$150 per hour, per truck load, each way. This schedule provides for consistency, planning and ease of billing to ensure transparency across all agencies and reflects below market rates Tolls and permits not included.          Outside hauling and/or after hour deliveries when required and approved by renting agency to be negotiated at time of rental. Upon customer request and approval additional fees may apply if it is necessary for Herc to ship in equipment from outside the serving market.</p> <p><b>Fuel</b>          Refueling Service-Herc branch posted charges will apply if refueling is required during or at the end of the rental</p> <p><b>Training</b>          Material Handling and Aerial Work Platforms - \$165 per student. Subject to change.</p> <p><b>Loss of Use</b>          Loss of use will be charged when a piece of equipment is unavailable for rental due to customer damage. The charges will be the contract rental charges and the amount of time will be equal to the time</p>

	<p>between the damage occurring and the unit being available for rental to the same or different customer.</p> <p><b>Cleaning</b> For appropriate and supportable cleaning charges, cleaning will be \$60 per hour and parts (decals) at cost plus 25% if customer is unable to self perform this task in the event the equipment encountered harsh environments</p> <p><b>Set Up Fee</b> Equipment Set Up Fees - Solutions Herc Personnel - Posted Shop Labor Rate Herc Personnel Overtime - Posted Shop Labor Rate times 1.5</p> <p><b>Mileage Charges</b> Mileage allowances and fees will default to the standard policy at the supplying branch.</p> <p><b>Emissions and Environmental Surcharge (EES)</b> Designed to offset investment costs and expenses related to helping keep the environment clean while reducing emissions and proper disposal of waste products and parts. 1.98% - Subject to change</p> <p><b>Preventative Maintenance (PM) Charge</b> The PM charge is a per hour charge that is applied to every hour the Equipment is operating or running while on rent. The PM charge is between \$1 - \$6 depending on the type and size of the Equipment and the number of hours which is determined by the meter machine installed on the Equipment. PM charges are billed monthly based on 160 hours of use. Subject to change.</p> <p><b>Transportation Surcharge</b> The fixed component of the transportation surcharge is intended to defray rising delivery vehicle costs, including, but not limited to vehicle standing costs, running costs, depreciation, etc. Currently, this fixed component will be 9%, or a minimum of \$9.00, until further notice.</p> <p>Please refer to <a href="http://HercRentals.com">HercRentals.com</a> for all applicable fees and charges.</p>
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**5. GO-TO-MARKET STRATEGY**

**5.1. Bidder  
Organizational  
Structure & Staffing  
of Relationship**

**5.1.1. Key Contacts.** Provide contact information and

1. Executive Contact



<p>resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<ol style="list-style-type: none"> <li>a. Jason Oosterbeek – Vice President</li> <li>b. <a href="mailto:hercbids@hercrentals.com">hercbids@hercrentals.com</a></li> </ol> <ol style="list-style-type: none"> <li>2. Contract Manager       <ol style="list-style-type: none"> <li>a. Zach Miller – Manager Sales Operations</li> <li>b. <a href="mailto:hercbids@hercrentals.com">hercbids@hercrentals.com</a></li> </ol> </li> <li>3. Sales Leader       <ol style="list-style-type: none"> <li>a. Greg Reyburn – Director Government Sales</li> <li>b. <a href="mailto:greg.reyburn@hercrentals.com">greg.reyburn@hercrentals.com</a></li> </ol> </li> <li>4. Reporting Contact       <ol style="list-style-type: none"> <li>a. Zach Miller – Manager Sales Operations</li> <li>b. <a href="mailto:hercbids@hercrentals.com">hercbids@hercrentals.com</a></li> </ol> </li> <li>5. Marketing Contract       <ol style="list-style-type: none"> <li>a. Jim Geffken – Marketing Manager</li> <li>b. <a href="mailto:james.geffken@hercrentals.com">james.geffken@hercrentals.com</a></li> </ol> </li> </ol>
<p><b>5.1.2. Sales Organization.</b> 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>Our sales force is currently set up with a true "National Account Management" structure. Herc's professional sales organization has National Sales Managers, Strategic Sales Managers, Strategic Account Representatives and Territory Representatives. This allows for and enables clear and concise communication as well as shared "best demonstrated practices" all of which drive excellent customer experience. In particular, our government sales team is led by the Director of Government Sales, Greg Reyburn, who leads a team of Government Managers:</p> <p>Traci Dobberstein – Government Accounts Manager        Brandon Ulry - Government Accounts Manager        David McGuinness - Government Accounts Manager        Drew Sylvester - Government Accounts Manager</p> <p>Each government account manager leads a team of government account specialists who are supported by our branch network:</p> <p>LOCAL SALES CONTACT</p> <ul style="list-style-type: none"> <li>• Designated role to handle specific accounts in his/her area.</li> <li>• Knowledgeable in the operation, capabilities, and applications of our equipment inventory.</li> <li>• Provide assistance to select the most appropriate equipment for any given project.</li> <li>• Process equipment requests and dispatches units.</li> </ul> <p>OPERATIONS</p> <ul style="list-style-type: none"> <li>• Consistent business operations through HERC branch network.</li> <li>• Equipment delivery/pickup.</li> <li>• Fleet pooling throughout our branch network.</li> <li>• Strict adherence to and tracking of equipment service schedules.</li> <li>• 24/7 service.</li> </ul>

	<p>BACK-OFFICE</p> <ul style="list-style-type: none"> <li>• Single computer counter rental system throughout our branch network – rate/billing consistency.</li> <li>• E-Commerce capabilities.</li> <li>• “Real-Time” web-published reporting</li> <li>• Summary Billing / Custom billing.</li> </ul> <p>BRANCH MANAGERS</p> <ul style="list-style-type: none"> <li>• Oversee operations of local branch – fleet, personnel, etc.</li> <li>• Ensures the branch is stocked and capable of properly servicing your location through direction of fleet movement, properly assigning maintenance duties and working closely with Branch personnel towards improving overall customer service.</li> <li>• Coordinates “fleet pooling” – sharing of fleet between branches within a reasonable service area.</li> </ul> <p>MAINTENANCE/SERVICE TECHNICIANS</p> <ul style="list-style-type: none"> <li>• Factory trained with regular participation in preventive maintenance refresher, and manufacturer updating courses to make certain they maintain the proper know-how of equipment servicing.</li> <li>• Carefully inspect and service each rental return. Only after it has been thoroughly inspected, serviced, and determined to be safe and in top operating condition can the rental return be approved for the rental-ready line.</li> </ul>
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**5.2. Contract Implementation Strategy & Expectations**

<p><b>5.2.1. Contract Expectation.</b> What are your company’s expectations in the event of a contract award?</p>	<p>Expectations:</p> <p>EQUALIS/LEAD AGENCY</p> <ol style="list-style-type: none"> <li>1. Notify all registered members of offering</li> <li>2. Highlight offering on any member calls</li> <li>3. Highlight offering in one-on-one member visits</li> <li>4. Set goals/objectives for face-to-face training/meeting with sales force and dealers where applicable.</li> <li>5. Set program sales goals and objectives for the contract</li> </ol> <p>HERC’S SALES FORCE</p> <ol style="list-style-type: none"> <li>1. Account Manager-Contact Equalis for initial introductions.</li> <li>2. Review &amp; visit top using Equalis members.</li> <li>3. Meet with Program Managers face to face.</li> <li>4. Set target list</li> <li>5. New prospects</li> </ol>
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	<p>6. Possible conversions</p> <p>7. Set goals/objectives for face-to-face training/meeting with sales force and dealers where applicable</p> <p>8. Set program sales goals and objectives for the contract for upcoming years</p>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>Herc Rentals is an industry leader and has a long-standing experience with government and commercial cooperatives. Together, our teams will collaborate on marketing activities, high level joint sales calls, and we will look for and build on more engagement that will drive value with your membership and fellow contract partners.</p> <p>Approximately eighty percent of the equipment rental business is made up of local companies that struggle to deliver new fleet and new technology with consistency and great customer experiences. Herc is well positioned to partner with Equalis to deliver consistent and superior customer service through streamlining the procurement process and improving the quality of their experience that supports the customer’s operation. We can deliver best value through our solutions-based approach and what will be a market leading agreement.</p>
<p><b>5.2.3. Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>Our professional sales organization is built to handle local, regional, and national business and can flex to align with the Equalis team to create effective, efficient, and successful easy to execute joint growth strategies.</p> <p>Herc will be able to provide talking points, key indicators, and the right value proposition for the right customer. In the equipment rental business, the value proposition needs to be formulated specific to an end customer’s need. Herc will be able to provide sales training to meet the needs of all sales conversations.</p>
<p><b>5.2.4. Sales Objectives.</b> What are your top line revenue objectives in each of the five (5) years if awarded this contract?</p>	<p>Our five (5) Year Rental Revenue Objectives:</p> <p>Year 1 \$3,000,000</p> <p>Year 2 \$10,000,000</p> <p>Year 3 \$15,000,000</p> <p>Year 4 \$20,000,000</p> <p>Year 5 \$25,000,000</p>
<p><b>6. ADMIN FEE &amp; REPORTING</b></p>	
<p><b>6.1. Bidder Organizational Structure &amp; Staffing of Relationship</b></p>	

<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is <b>two percent (2%)</b> based on the terms disclosed in the <b><u>Attachment A – Model Administration Agreement.</u></b></p>	<p><input checked="" type="checkbox"/> <b>Agree</b> to proposed Administrative Fee</p> <p><input type="checkbox"/> <b>Negotiate</b> Administrative Fee. Provide additional information below if you opt to negotiate.</p>
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Confirmed</p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This 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>Herc's proprietary POS will lock in not to exceed pricing when the customer is set up. This will ensure 100% billing consistency through the life of the contract.</p>



## 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

**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: [Click or tap here to enter text.](#)
  
- 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: [Click or tap here to enter text.](#)
  
- c. **Disabled Veterans Business Enterprise (DVBE)**  
Respondent certifies that this firm is an DVBE Yes No  
List certifying agency: [Click or tap here to enter text.](#)
  
- d. **Historically Underutilized Businesses (HUB)**  
Respondent certifies that this firm is an HUB Yes No  
List certifying agency: [Click or tap here to enter text.](#)
  
- e. **Historically Underutilized Business Zone Enterprise (HUBZone)**  
Respondent certifies that this firm is an HUBZone Yes No  
List certifying agency: [Click or tap here to enter text.](#)
  
- f. **Other**  
Respondent certifies that this firm is a recognized diversity certificate holder Yes No  
List certifying agency: [Click or tap here to enter text.](#)

## **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

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.

With approximately 312 locations in 40 states in the United States Herc holds licenses, registrations or certifications in all 40 states and will provide by specific location.

***(The rest of this page is intentionally left blank)***



## 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. None

### 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, Jason Oosterbeek , hereby certify and affirm that Herc Rentals 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, Jason Oosterbeek, hereby certify and affirm that Herc Rentals 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, Jason Oosterbeek , hereby certify and affirm that Herc Rentals 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**

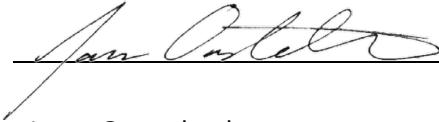
I, Jason Oosterbeek , hereby certify and affirm that Herc Rentals Inc either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter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

I, Jason Oosterbeek , hereby affirm that this proposal accurately represents the capabilities and qualifications of Herc Rentals 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:



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Printed Name:

Jason Oosterbeek

Company Name:

Herc Rentals Inc

Mailing Address:

27500 Riverview Center Blvd., Bonita Springs,  
FL 34134

Email Address:

hercbids@hercrentals.com

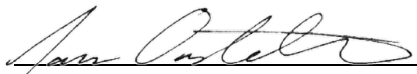
Job Title:

Vice President

# 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: Jason Oosterbeek  
Mailing Address: 27500 Riverview Center Blvd., Bonita Springs,  
FL 34134

Signature   
Title of Signatory: Vice President

## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

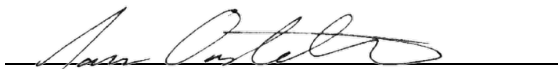
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who 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:

March 1<sup>st</sup>, 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

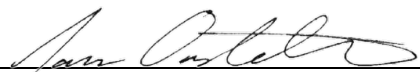
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons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

:



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Date:

March 1<sup>st</sup>, 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? J.O.  
(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? J.O.  
(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? J.O.  
(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? J.O.  
(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 determination made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

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

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

Does Bidder agree? J.O.  
(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? J.O.  
(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? J.O.  
(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? J.O.  
(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?   J.O.    
(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?   J.O.    
(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?   J.O.

(Initials of Authorized Representative)

**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? J.O.

(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? J.O.

(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? J.O.

(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? J.O.  
(Initials of Authorized Representative)

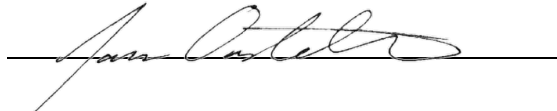
**15. Applicability to Subcontractors**

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

Does Bidder agree? J.O.  
(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:



Printed Name: Jason Oosterbeek  
Company Name: Herc Rentals Inc  
Mailing Address: 27500 Riverview Center Blvd., Bonita Springs, FL 34134  
Job Title: Vice President

# 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? J.O.  
(Initials of Authorized Representative)

Date: March 1<sup>st</sup>, 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:** Herc Rentals Inc  
**Street:** 27500 Riverview Center Blvd.  
**City, State, Zip Code:** Bonita Springs, FL 34134

**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, Jason Oosterbeek, an authorized representative Herc Rentals 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
Carl Icahn	Queens, NY	13.54%

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

Signature :   
 Date: March 1<sup>st</sup>, 2022

# PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

**Bidder Name:** Herc Rentals Inc  
**Street Address:** 27500 Riverview Center Blvd  
**City, State Zip:** Bonita Springs, FL 34134

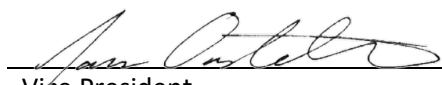
State of Florida

County of Lee

I, Jason Oosterbeek of the Bonita Springs in the County of Lee, State of Florida of full age, being duly sworn according to law on my oath depose and say that:

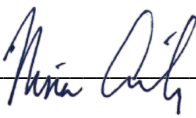
I am the Vice President of the firm of Herc Rentals Inc. the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly 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: Vice President

Subscribed and sworn before me

this 1 day of March, 2022

  
Notary Public of Florida  
My commission expires 10-26, 2025

SEAL



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

Company Name: Herc Rentals Inc  
Street Address: 27500 Riverview Center Blvd.  
City, State, Zip Code: Bonita Springs, FL 34134

### **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:

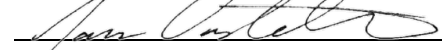
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

### **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 – certificate enclosed

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: Vice President  
Date: March 1<sup>st</sup>, 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).

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Signature of Procurement Agent

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

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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







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

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

# PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

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

**OR**

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

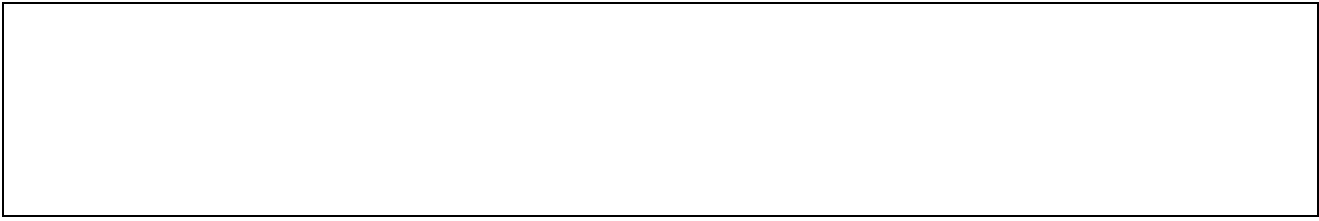
**Check the box that represents the type of business organization:**

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

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

Stockholders:

Name: Stockholder Name <b>Icahn, Carl, C</b> Home Address: <a href="#">Queens, New York, NY</a> Home Address	Name: Stockholder Name  Home Address: Home Address
Name: Stockholder Name  Home Address: Home Address	Name: Stockholder Name  Home Address: Home Address
Name: Stockholder Name  Home Address: Home Address	Name: Stockholder Name  Home Address: Home Address
Subscribed and sworn before me this ____ day of _____, 2022 __.  (Notary Public)	_____ (Affiant)  Jason Oosterbeek/Vice President _____ (Print name & title of affiant)
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:

We accept the General Terms and Conditions in this solicitation, including the Master Agreement as well as we are enclosing Herc Supplemental Terms and Conditions for Rental of Equipment 2021 to be incorporated as our Rental Terms and agreed on by the members.

*(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.

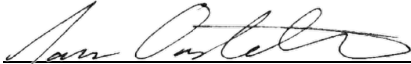
Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- 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** Herc Rentals Inc  
**Address** 27500 Riverview Center Blvd.  
**City/State/Zip** Bonita Springs, FL 34134  
**Phone Number** 239-301-1189  
**Email Address** hercbids@hercrentals.com  
**Printed Name** Jason Oosterbeek  
**Job Title** Vice President  
**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:** \_\_\_\_\_

## **HERC SUPPLEMENTAL TERMS AND CONDITIONS FOR RENTAL OF EQUIPMENT**

These Herc Supplemental Terms and Conditions for Rental of Equipment dated \_\_\_\_\_ (“Rental Terms”) supplement and amend the terms of the Master Services Agreement or other agreement (“Agreement”) between Herc Rentals Inc. (“Herc”) and the customer referenced in the signature block below (“Customer”) for the purpose of governing equipment rental transactions between the parties, as agreed on an applicable order document. These Rental Terms, the Agreement and an applicable order document for the lease or rental of equipment are collectively referred to herein as the “Rental Documentation.” In the event of any conflict between these Rental Terms and those contained in any Rental Documentation, these Rental Terms shall govern.

1. **RIGHTS TO THE EQUIPMENT:** Customer represents that the equipment herein is to be used solely and exclusively for business or commercial purposes. The equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer the equipment or any rights or obligations under the Rental Documentation. Neither Customer nor any operators are agents of Herc. No one may perform major service, repair, or alter the equipment without Herc's prior written approval except for emergencies, which threaten life or property. Customer will not suffer any liens or encumbrances to attach to the equipment and will defend, indemnify and hold Herc harmless from all loss, liability and expense by reason thereof.
2. **RENTAL CHARGES:** Customer and Herc hereby agree to the equipment and pricing as detailed on the Pricing Schedule to the Agreement and Customer agrees to be responsible for all applicable fees and charges as published at [HercRentals.com](http://HercRentals.com), including without limitation, environmental and emissions, refueling, vehicle licensing fees and transportation charges. Any equipment that is ordered locally at a Herc branch or other such location, that is not on the list of equipment in the Pricing Schedule of the Agreement will be negotiated locally at time of rental, up to an amount not to exceed the then-current list price for a standard rental shift, plus any additional hours, as published at [HercRentals.com](http://HercRentals.com). Customer agrees to be liable for all payments due for such local rentals.
3. **OPERATION OF THE EQUIPMENT.** Only Customer and the following persons with Customer’s permission ("Authorized Operators") may operate the equipment: Customer's employees in the course of such employee's regular employment, and Customer’s Owners and agents during the course of performing work for Customer. Customer and all Authorized Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law. Use of the equipment by persons other than as provided for in this Paragraph will be at Customer's sole risk.
4. **CUSTOMER'S RESPONSIBILITIES.** Customer must return the equipment to Herc in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The equipment must be returned to Herc at the Herc branch from which it was rented. Customer acknowledges that it must confirm return receipt of the equipment by Herc at the time the equipment is returned. Until such time as Herc receives actual possession of the equipment, Customer agrees to hold said equipment in a safe and secure manner. Customer shall notify the renting branch by telephone or fax, prior to any equipment movements between Customer’s job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will promptly notify Herc of any accident, damage or failure involving the equipment and will reasonably cooperate with Herc in gathering information in connection therewith. Customer will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Herc.
5. **RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer’s receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Herc’s related expenses, such as loss of use, appraisal fees or recovery costs. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC’S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER’S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC’S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer’s sole risk.
6. **CUSTOMER’S INSURANCE OBLIGATIONS** Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or



insurance on any other basis, to the furthest extent permitted by law. Further, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state noted above. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BYLAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state noted above; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal to or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of \$1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. Customer shall provide Herc with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

7. RENTAL PROTECTION PLAN OPTION. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15% of the gross rental charges. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO THE EQUIPMENT, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC, CAUSED BY THE EQUIPMENT BEING USED OR OPERATED (1) IN VIOLATION OF ANY OF THE TERMS, (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION, AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.
8. INDEMNIFICATION. Customer will defend, indemnify and hold harmless Herc, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, with respect to maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment, or Customer's failure to comply with the terms of this Agreement. The indemnities stated herein are the sole and exclusive indemnification obligations for equipment rental transactions under the Agreement for both parties. All other indemnification obligations included within the terms of the Agreement are hereby disclaimed for equipment rentals under the Agreement.
9. REMEDIES. In case of default by Customer, or if Herc deems itself insecure, Herc may, without waiver of any other rights and remedies, peaceably enter the premises after reasonable notice to the manager of the facility where the equipment is located and render it inoperative or remove same.

10. **WARRANTIES AND REMEDIES.** Herc warrants that the equipment, upon delivery to Customer, will be in good mechanical and merchantable condition. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement if Customer does not notify Herc in writing within 48 hours of delivery of the Equipment of any problem with the Equipment. If the equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will notify Herc within 48 hours of delivery, whereupon Herc will suitably replace the equipment as soon as is reasonably possible during Customer's normal operations. Customer's payment obligations shall commence on delivery of the replacement equipment or the repaired equipment. If Herc removes the equipment, it shall no longer be subject to the Agreement. Customer shall pay to Herc all amounts due for damage to equipment which is the responsibility of Customer. Customer agrees to provide reasonable access to the equipment to Herc's representatives. **The foregoing is in lieu of (i) all warranties, express, implied or statutory, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose; and of (ii) all obligations or liability on the part of Herc for damages. Customer waives all indirect, incidental and consequential damages arising out of or in connection with the renting, maintenance, use, operation, storage, erection, dismantling or transportation of the equipment.**
11. **REFUELING OPTIONS.** Herc agrees to provide the equipment to Customer with full fuel tanks. Customer may return the equipment with full fuel tanks(s) or allow Herc to refuel the equipment. If Customer returns the equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then-applicable refueling service charge posted at the Herc branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

**{Insert Customer Name}**

**Herc Rentals Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_