

**Solicitation Number: RFP #040924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sunbelt Rentals, Inc., 1799 Innovation Pt., Fort Mill, SC 29715 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

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

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

All Equipment and Products provided under this Contract must be in good working order. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances other than those that are common in the course of doing business (i.e. financing), and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended as communicated to Supplier. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

## **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier. If a Participating

Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. The calculation of total sales will exclude transportation, fuel, environmental fees, labor, repair charges, damage charges, parts, taxes, surcharges, and Rental Protection Plan charges. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the



circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

**Neither party shall have any liability in regard to consequential, exemplary, special, incidental or punitive damages, even if it has been advised of the possibility of such damages.**

**LIMITATION OF SUPPLIER'S LIABILITY:** In consideration of the rental of the equipment and services provided, Sourcewell agrees that Supplier's liability under this contract, including any liability arising from Supplier's or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed \$1,000,000.

## **12. GOVERNMENT DATA PRACTICES**

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



### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities. For clarification, Supplier will obtain the licenses and permits for the equipment rented; however Participating Entity is responsible for the licenses and permits required for the project for which the equipment is rented for.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any



person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Due to the size and scope of its rental fleet, Supplier cannot confirm the state or country of origin of each brand of equipment since it is not the manufacturer.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

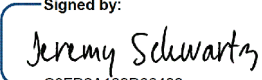
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Sunbelt Rentals, Inc.

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
9/10/2024 | 4:27 PM CDT  
Date: \_\_\_\_\_

Signed by:  
  
BAA1A5585C0D49B...  
By: \_\_\_\_\_  
Stephanie L. Ransone  
Title: Senior Contract Manager  
9/10/2024 | 4:19 PM CDT  
Date: \_\_\_\_\_

# RFP 040924 - Rental Equipment, Products, and Related Services

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## Vendor Details

Company Name: Sunbelt Rentals

Does your company conduct business under any other name? If yes, please state: No

Address: 2341 Deerfield Drive  
Fort Mill, sc 29715

Contact: Natalia Welch

Email: natalia.welch@sunbeltrentals.com

Phone: 912-247-0870

HST#: 58-04-15192

## Submission Details

Created On: Friday March 29, 2024 12:00:21

Submitted On: Tuesday April 09, 2024 11:57:58

Submitted By: Natalia Welch

Email: natalia.welch@sunbeltrentals.com

Transaction #: 43380aef-69cb-428e-a7e6-a6b514eefac8

Submitter's IP Address: 104.129.207.46

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sunbelt Rentals, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage 1LCW3 Unique Identifier DLPTJJFYIJD5	*
5	Proposer Physical Address:	1799 Innovation Pt. Fort Mill, SC 29715	*
6	Proposer website address (or addresses):	www.SunbeltRentals.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Stephanie L. Ransone, Senior Contract Manager 1799 Innovation Point, Fort Mill, SC 29715 Mobile: (704) 307-8593 contractteam@sunbeltrentals.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Natalia Welch Government Sales Director 199 W. Chatham Blvd. Garden City, GA 31408 Ph. (912) 247-0870 E. Natalia.Welch@SunbeltRentals.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Fellows Regional Government Account Manager 1209 Pennoyer Ave. Grand Haven, MI 49417 Ph. (616) 201-6601 E. Mike.Fellows@SunbeltRentals.com Matt Rolfe Regional Sales Manager Ph. (843) 339-0560 E. Matt.Rolfe@sunbeltRentals.com	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Sunbelt Rentals, Inc. and its affiliates ("Sunbelt") are equipment rental companies that specialize in the broadest range of rental equipment in the industry. Established in 1983 and headquartered near Charlotte, North Carolina. Sunbelt has evolved from a small, local operation to a giant rental industry today. Sunbelt is a wholly owned subsidiary of Ashtead Group plc which is headquartered in London, England and is the second largest rental company in the UK operating as A-Plant. Building on its solid foundation in the Southeast, the company has now established itself as the second largest rental company in the North America and will continue to growth through green field initiatives and acquisitions. Sunbelt is strategically positioned with convenient locations to provide superior customer service with more than \$15 billion in rental fleet and over 1300 plus locations combined across 50 states within the contiguous United States, including Hawaii, and in four provinces in Canada.</p> <p><b>VISION, MISSION &amp; VALUES</b>  We have one vision – to own the future of rental  We set the standard. We keep evolving. No-one matches the safety, innovation and solutions we deliver for you.</p> <p>Our mission - we will deliver a world-class rental experience.  Creating exceptional customer experiences with world-class satisfaction levels through our team of empowered, engaged and motivated experts.</p> <p>Our values sum up the way we think, the way we act and what we do  Our values were created together, by our people. They are part of our DNA. They are:</p> <p>Safe: Safety is our number one priority. If it can't be done safely, it won't be done. For our people and for you, nothing matters more.</p> <p>Responsible: We do the right thing for our people, for you, for our communities and for our planet.</p> <p>Innovative: We're always making things better. Not just the equipment we supply, but the services we deliver and the way that we do our jobs.</p> <p>Action: No standing back. No standing still. When something needs doing, we step up and make it happen.</p> <p>Expert: Our expertise makes us different. We deliver specialized solutions for you, every time.</p> <p>Teamwork: We trust each other to build a business to be proud of. Together, we are unstoppable.</p>	*
11	What are your company's expectations in the event of an award?	The expectation for a Sourcewell award is to continue to align Sunbelt Rentals with a "best in class" government cooperative resulting in a mutually beneficial partnership that will propagate the transition from ownership to rental within the public section. This concept represents an emerging market with mutually limitless potential. This is particularly the case when factoring in Sunbelts equipment and service capabilities beyond general tool and construction equipment. We are seeking to continue a partnership focused on providing value to a diverse group of participating entities who represent an emerging market with equipment and solutions.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached Financial Statement	*
13	What is your US market share for the solutions that you are proposing?	12%, \$120 Billion Industry	*
14	What is your Canadian market share for the solutions that you are proposing?	6%, \$660 Million industry	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Sunbelt Rentals is a service provider. Our service is making the necessary item for any particular purpose available to a participating entity on an "as needed basis". Sunbelt's locations are company owned. Our sales and service staff are all Sunbelt Rentals employees. There is no third-party involvement. Our main office, or "Headquarters" is referred to as the "Support Office". The "Support Office" assists Sunbelt Rentals' sales and service staff with a cohesive message resulting in the consistency & dependability our customers expect. Sunbelt Rentals has set the bar for expectations in the rental industry. One Company, One Mission, One Message - "Make it Happen for our Customer".	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Sunbelt Rentals is recognized by the Equipment Rental Registry as one of the largest rental companies in the North America. Sunbelt is a proud supporter of the Gary Sinise Foundation and has received the "military-friendly employer award" for the fourth consecutive year in 2024. Military Friendly® is the standard measured by VIQTORY, assessing an organization's commitment, effort, and success in creating sustainable and meaningful benefits for the military community. Over 1,500 organizations compete annually for Military Friendly® designation. Sunbelt Rentals is also a recipient of the 2023 Sustainable IT Impact Award. The award represents a diverse range of companies and industries who have demonstrated exceptional leadership and dedication in advancing sustainability while positively impacting their businesses.	*
20	What percentage of your sales are to the governmental sector in the past three years	The government sector sales are approximately 7% of the overall Sunbelt revenue, including federal, state, local and education sections. Fiscal year 2023 total revenue was approximately 9.6 Billion. While the percentage of business is small, it is one of our fastest growing business units and represents a long term, large growth opportunity for Sunbelt Rentals.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 40% of the government sector revenue is generated by K-12 school districts and higher education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Omnia Partners Public Sector-\$34.7 Million E&I- \$3.7 Million NASPO - \$4.8 Million Sourcewell - \$ 4.1 Million GSA - \$13.03 Million	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA & GSA Short term contract - \$13.03 Million	*



**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Atlanta	Jan Rivers jsrivers@atlantaga.gov	404-546-1000	*
Texas Department of Criminal Justice	Larry Krempin	936-437-7253	*
State of Mississippi	Yolanda Thurman yoland.thurman@dfa.ms.gov	601-359-3409	*
North Carolina Department of Corrections	Mike Wallace	336-483-1171	
San Antonio ISD	Rosalie Cavazos rcavazos@saisd.net	210-354-9060	

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DFAS - Indianapolis Center	Government	Indiana - IN	Provided various pieces of Equipment & temporary structures for rental during times of need.	\$5,119,968.00	\$6,119,968.00	*
LA DPW	Government	California - CA	Worked with the Department of Public Works to help with equipment rental needs in times of bypass pumping & heavy dirt equipment needs.	\$1,180,855.00	\$5,904,905.00	*
San Antonio Schools	Education	Texas - TX	Worked with the School District to provide HVAC/ Climate Control equipment throughout the district.	\$899,540.00	\$4,288,872.00	*
Dekalb County	Government	Georgia - GA	Provided various pieces of equipment on an as needed basis.	\$2,990,989.00	\$3,990,989.00	*
Ventura County	Government	California - CA	Worked with their public works department to establish a plan for standby generators over the course of several months.	\$2,790,098.00	\$2,898,531.00	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *	
26	Sales force.	6,400	*
27	Dealer network or other distribution methods.	N/A Sunbelt Rentals locations are company owned, and clustered throughout North America. This cluster approach provides broad coverage for the customer while the company ownership lends itself to a cohesive and consistent level of service.	*
28	Service force.	8,200	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sunbelt Rentals has many ways in which a customer can place an order, these include: phone, in-store, email, website, contacting the local dedicated Sunbelt Representative, or our online platform known as Command Center. Each order is handled by the local Sunbelt location. Once an order is received, one of our Equipment Rental Specialist begin the process of locating the equipment and making sure it is in proper working condition and either schedule a time to deliver the equipment or schedule a time for the customer to pick the equipment up from the local Sunbelt.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We constantly advance the idea of what an equipment rental company can do for its customers, through unmatched customer solutions. At Sunbelt Rentals, we are committed to delivering the equipment, service, and expertise your project requires. Backed by the support and strength of an extensive network of local rental locations, empowered to do whatever it takes to deliver ready-to-work equipment when and where needed. We promise our customers we will MAKE IT HAPPEN. AVAILABILITY - We promise to have our core equipment available in the market you are in, or we will leverage our network to source it. RELIABILITY - We will deliver your equipment within 1 hour of our promised delivery time. While our equipment is on rent, we will be on site within 1 hour of our promised service time. We provide 24/7 customer support & Response. EASE - We promise total customer satisfaction – in-person, online, and by phone.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sunbelt Rentals has been an awarded supplier for Sourcewell for the past 5 years. We value the partnership that we have formed over these 5 years and look forward to a continued partnership. We are dedicated to our current Sourcewell members and excited about the new opportunities this Sourcewell award will offer. We are eager to proudly serve customers throughout North America with planned and unplanned needs. Our people, range of products, and broad solutions set us apart in the rental industry, enabling us to provide unparalleled customer experiences. With more than 1300 locations in the United States we have the right piece of the equipment for any need. - Local Muscle, National Hustle.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	With our large expansion into the Canadian market over the past 3 years, we look forward to the opportunity to grow our current customer base in Canada through a Sourcewell award. We have nearly 100 locations in Canada eager to proudly serve customers throughout Canada. Our people, nearly 100 locations, an aggressive growth plan, range of products, and broad solutions set us apart in the rental industry.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Sunbelt Rentals is fully capable to service the contiguous United States.  In Canada, we do not have a presence in Newfoundland and Labrador, the Yukon territory, NW Territories, Nunavut and Prince Edward island.  There is a possibility that we can handle individual requests on a case by case basis in these territories in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Sunbelt Rentals has the footprint in the United States and Canada to fully service customers through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Both Hawaii and Alaska can present logistical challenges with regard to physical proximity and access to customer locations. Due to these challenges, the availability of fleet and the cost to get it to the customer can vary.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our goal at Sunbelt Rentals is to build upon our current partnership and relationship with Sourcewell and current members by promoting a newly awarded contract agreement with new and existing government and non-profit customers. The plan below outlines key marketing initiatives and strategies we will implement to help achieve that goal. Sunbelt will continue to identify and focus on marketing opportunities at a National, Regional, and Local level through sales and marketing campaigns. We have launched some very impactful marketing campaigns based around our cooperative partnerships that have driven revenue in a geographic region in excess of 30% growth. These sales and marketing campaigns are developed and then monitored utilizing our internal application called Sunbelt Rentals Accelerate. Utilizing this internal application ensures customer contact and consistent interaction. We will have a continued focus on our current Sourcewell members while working on the largest opportunities provided to us by Sourcewell. We will utilize follow up reporting to look at best practices and drive strategy.</p> <p>We value the work that we have done in partnership with Sourcewell over the past 5 years and will continue to work collaboratively to develop additional brochures for prospective members outlining the benefits of the contract partnership. This marketing brochure will highlight the benefits of renting, including cost efficiencies and expanded capabilities. It will also include a summarization of all Sunbelt divisions including general construction equipment, pump solutions, power transmission, floor care, climate control, temporary bridging, facilities maintenance, emergency response, ground protection, temporary structures, trench shoring, and available trainings.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Sunbelt Rentals uses a wide range of digital data in our marketing strategy. We use and maintain multiple social media outlets for customer knowledge, awareness, and community involvement. From showcasing a new product to responding to a customer's needs in the middle of the night. Constant contact through multiple outlets is particularly beneficial to those with mission critical needs like power generation, HVAC, Fluid movement, or pumping. All Sunbelt Rentals marketing materials and support documents are housed within our Accelerate application.</p> <p>The application allows field representatives immediate access to all materials and marketing brochures resulting in the ability to share with customers on the go or post to one of our social media outlets.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Over the past 5 years we have formed a successful partnership with Sourcewell. The team at Sourcewell has demonstrated time and time again of how much their members and suppliers alike mean to their organization. Sourcewell has proven to provide value to members through best in class contract vehicles from a world class supplier. Our goal is for Sourcewell to continue to educate its members on the merits of equipment rental and help align member opportunities with us, while serving as a resource to provide continued guidance on growing our business through a new contract award.</p> <p>The integration of an awarded contract into the Sunbelt Rentals sales process has multiple layers. Upon completion of an implementation meeting with Sourcewell where mutual objectives are outlined, our internal roll-out begins. That process includes a company wide announcement, updated marketing materials, social media announcements, the update of our website to reflect contract details, regional announcements with impact calls, the exchange of membership. Participation list(s), the development of Sourcewell training documents for our sellers by Sunbelt University (SBU), the loading of account assignments into CRM and Sunbelts Accelerate application.</p> <p>This strategic and tactical aspects of integration and execution are managed and overseen by Sunbelt Rentals dedicated Government sales team with input from Sourcewell and Sunbelt Rentals executive management.</p> <p>Sunbelts sales force is made up of 6500 team members throughout North America. These team members work within geographic regions. Our Government team also works within these regions providing direction on our sales efforts as they relate to public sector customers, training on the features and benefits of any resulting contract, and working alongside our sales representatives calling on participating entities. Our Government team also manages a book of business targeting our largest public sector opportunities.</p> <p>Additionally, the Sunbelt Rentals Government team works with each of the Regional Vice Presidents and Regional Sales Director within our 17 regions to ensure a cohesive message and sales effort for any resulting contract. This message flows to each company district and the locations within that district. Integration is supported by inside sales staff, and our Accelerate application which empowers our sales force with visibility to all customers in a geographic area, the ability to manage a calendar of appointments, and retain and share notes on any customer or prospect.</p>	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Sunbelt Rentals provides an array of methods for our customers to engage in business with us. Sunbelt offers the ability to rent online through our company website <a href="http://www.sunbeltrentals.com">www.sunbeltrentals.com</a> or our Command Center application.</p> <p>Sunbelt Rentals also has the ability to integrate with a customers through Punch-Out catalogs. However, the most widely used ordering e-procurement process for Sunbelt Rentals customers is our Command Center application which is accessed through our website. Profiles are created with a username and password based off of account number. Once the online account is set up a customer has access to completely have control over their account. They can place orders, track fleet on rent, see most frequently rented equipment, pay invoices, schedule future rental needs, request equipment pick up, track order history, or even request a service call. This is a very robust system giving customers everything they need by computer mobile application.</p>	*
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Safety is the number one priority at Sunbelt Rentals. We offer some of the most robust safety trainings in the industry.</p> <p>Experienced Trainers: Sunbelt Rentals Trainers with years of industry experience conduct live sessions in person and virtual.</p> <p>Open Discussion forum: Training includes an open discussion forum, encouraging student participation.</p> <p>Convenience: Ease of convenience with the option for us to hold in person trainings as well as virtual trainings.</p> <p>Maximize your employee's time: Your employees spend time on the jobsite with minimal time away for in-person evaluations.</p> <p>We offer safety trainings in the following categories: Forklift, Mobile Elevated Work Platform (MEWP), Earth Moving, Scaffolding, Train the Trainer, Fall Protection/Operating at Heights, OSHA Trench and Excavation Competent Person Training, Facility Cleaning.</p> <p>Please see attached document for pricing. Trainings outside of what is listed in the document are specialized and will be quoted at time of need.</p>	*
41	Describe any technological advances that your proposed products or services offer.	In addition to offering one of the youngest and most diverse equipment offerings in the industry, Sunbelt Rentals has developed a digital platform that empowers our end users to review telematics for usage patterns, manage equipment rentals, Fleet, job sites, order status, pick-up, maintenance, and re-order from our website or mobile application anywhere or anytime. This advancement is known as Command Center. Please see the attached documents in Section 2	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2021, Sunbelt Rentals announced that leading by way of ESG would be one of the five pillars of the company's strategic vision. Sunbelt Rentals is the first national rental company to adopt Bobcat all-electric technology, with the intent to support emission reduction goals for both its customers and the company itself. Sunbelt Rentals fleet that also includes all-electric scissor lifts and skid steers, along with Ford F-150 Lightning trucks, and BESS power equipment that reduces diesel emissions up to 80% for power generation. This new equipment offering reflects the Sunbelt Rentals commitment to providing customers with innovation that is powerful, yet sustainable. Several of these product lines are exclusive to Sunbelt Rentals.</p> <p>It is also a means to offer new low- and zero-carbon technologies for both its on-road fleet and its rental equipment offering for customer complies with environmental laws, including all laws related to waste disposal, air emissions, discharges, toxic substances, and hazardous waste disposal. The makeup of our fleet offering makes it difficult to have a certifying agency blanket the operation of the entire organization. We do have best practices in place for our operations, and fleet that meets various equipment specific requirements. For example, combustible engines. Tier 4, etc., Information can be provided upon request.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	This question would be better suited for the equipment manufacturer. However, Sunbelt Rentals does makes environmentally conscious decisions to invest in fleet that meets various eco requirements. For example, we own a multitude of Tier 4 compliant equipment with the latest emissions technology. We also offer many electric and LP gas alternatives, electric powered equipment, smart equipment, efficiency monitoring, Silica dust extraction compliant equipment, and more.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A Sunbelt Rentals is a large business publicly traded on the London stock exchange.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Simply put, our people and their willingness to Make it Happen for the customer. Combine that with the diversity of our fleet, our willingness to answer the call no matter the time and you have a rental solutions provider second to none. That's what sets us apart. Sunbelt Rentals is one of the largest equipment rental providers in North America with over 20,000 team members and 1300 plus locations. Our current fleet value is over \$15 billion and is comprised of the youngest and broadest fleet offering in the industry. We have common equipment as well as the equipment many customers never anticipate needing. We set the standard in our industry by constantly advancing the idea of what a rental company can do for its customers, through unmatched solutions, uncompromising safety, and continuous innovation. With company growth averaging 20% for multiple years in a row, we have the knowledge and know how to service our customers, while much of this growth is done organically. Moreover, Sunbelt employs a dedicated Government sales team that possess a vision for what Equipment Rental could be for the public sector, and the drive to take it there. Sunbelt Rentals has the "Sunbelt Promise" that gives our customers piece of mind knowing we will have the equipment they need when they need it. The first part of our promise is for us to have our core equipment list available. The second part of our promise is the equipment will remain operable throughout the entire rental if it's not we have 4 hours to replace or repair. Last, is our promise to respond, our promise to our customers is to respond to them within one hour, this is 24hours a day and seven days a week.</p> <p>We hope we're able to continue to achieve that vision in partnership with Sourcewell. In the documents section we've included a cover letter and executive summary highlighting more about our capabilities and that which sets us apart.</p> <p>ATTACH EXECUTIVE SUMMARY</p>	*

**Table 9A: Warranty**

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

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

**Table 9B: Performance Standards or Guarantees**

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

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	<p>We have the Sunbelt Promise.</p> <p>Satisfaction - We supply the right equipment, on time, serviced and ready to do the job at hand.</p> <p>On-Time Delivery - We deliver within 45 minutes of the quoted delivery time.</p> <p>Service - We repair or replace down equipment within 4 - hours of the call for service</p> <p>Availability - We have a core list of guaranteed stocked items. Our promise to to have these items in stock.</p> <p>After - Hours Response</p> <p>Quick response for emergency after - hours delivery and service calls are important.</p> <p>A local operational representative will respond to you after- hours within 1 hour.</p>	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Sunbelt has comprehensive equipment preventive maintenance schedules that are done per the manufacturer's specifications and are audited to ensure compliance in the field. Our execution 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. Other maintenance and repairs modes are wear, failure repair, damage, and warranty repairs. All maintenance and repairs are tracked by asset and include data points of labor, repair parts, date of failure, machine hours and failure mode.</p> <p>Sunbelt Rentals' automated service schedule prompts to perform a "Frequent Inspection" every 60 days. During the inspection, the current meter reading is recorded and verified for needed maintenance events.</p> <p>We maintain costs records to determine the efficiency of our fleet; however, that data is not publicly available.</p>	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Due upon receipt of invoice, however we will accept participating entity terms up to 30 days.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	No, Sunbelt Rentals is an equipment rental provider. The value proposition of renting equipment is only paying for the time you've rented it.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sunbelt utilizes the rental out ticket as the delivery ticket that is subject to the terms of this agreement, if awarded. This rental out ticket provides the equipment rented as well as any additional fees applicable. For clarification, Sunbelt's proposed rates are based on a 28 day billing cycle and standard shift rates of 8 hours day/40 hour period week/160 hour-per 4 week period.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Sunbelt Rentals accepts p-card payments at no additional costs.	*



**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Sunbelt Rentals pricing model consists of a market basket reflecting our most frequently rented public sector items expressed in not to exceed terms. Additionally, we are offering our entire catalog which can be found on <a href="http://www.sunbeltrentals.com">www.sunbeltrentals.com</a> . A discount from our Day, Week, and Month rental rates will be given on all items outside the market basket. The discount on rental rates allows us to offer our entire catalog providing for a competitive rate for each participating entity in each geographic market for every category & classification of equipment. We've attached a statement of pricing and taken an exception	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The market basket & discount from Day, Week, and Month rental rates reflects competitive rates for our most frequently rented public sector items. The pricing was developed with historical usage data, contract and bid awards. The discount structure for items outside the market basket will be 5% off of the Day rate, 10% off the week rate, and 12% off of the Month rate. Rental rates vary for geographic areas depending on market conditions. Discounts will remain the same, yielding competitive rates for participating entities in any given geographic area.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sunbelt Rentals will offer additional Day, Week, and Month rate discounts from book rate in exchange for rental volume. This will be available for participating entities willing to execute a participating addendum, and associate some form of purchase order with it. Additional discounts will be dependent on the rental volume.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" items will be equipment currently not in the Sunbelt Rentals fleet that a specific participating entity would like to have access to, or removed from their fleet. Sunbelt Rentals will take into consideration the possibility of acquiring equipment and providing it as a rental item on an as needed basis to the participating entity. This is not an exclusive offer to purchase equipment from the participating entity. Our pricing document includes an RFQ line item option for such instances.	*
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The potential for set up, tear down, or final connections exists with large specialty projects such as a sewer bypass, large scaffolding projects, temporary structures, large generator and power distribution rentals and large HVAC applications. These are sometimes engineered solutions that require professional set up. Set up charges and any additional charges will be quoted at the time of request. All references to fuel surcharges, environmental fees, permits, etc. are outlined in our pricing document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Equipment can be picked up at no charge. However, most equipment require a special truck and or trailer for delivery. Standard Pick-up & delivery apply. Charges equal \$150.00 each way and \$4.00/mile thereafter. Canadian rates are 195.00 each way and \$4.00/km thereafter.  Anything outside of standard delivery rates including: emergency deliveries, after hours deliveries, permitting, escort vehicles, 3rd party haulers, etc. will be quoted at the time of delivery.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	To be quoted at the time of request.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sunbelt Rentals owns and operates it's own delivery fleet. Our North American footprint uniquely positions us to move equipment quick and efficiently. When necessary we will use a third-party hauler.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sunbelt has had a dedicated government sales program for over 10 years. Through our development and successful implementations of the largest GPOs and their members; this has allowed us access to historical data on the types of equipment government and nonprofit customers have rented over the past 10 years. We used this data to compile to most comprehensive market basket and pricing structure to date.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Most of the rental industry as well as all Sunbelt locations operate in the same sales system called Wynne. Our Wynne system allows us to load customer pricing for each and every applicable account number. Once pricing is loaded in Wynne, each and every piece of equipment that has a loaded rate or discount will auto populate with the correct pricing when a rental contract is written. The reporting aspect will be a combination of a manual and electronic format. Sourcewell members will need to provide a Letter of Participation fund on <a href="http://www.sunbeltrentals.com">www.sunbeltrentals.com</a> in order for us to properly identify members with a sunbelt rentals account. We maintain a list of active Sourcewell participants utilizing the current Sunbelt Rentals agreement. This is used for reporting, as well as sales planning.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sunbelt has an aggressive growth strategy. We utilize industry data along with historical data to develop our strategy for success. We have several internal reporting tools that allow us to track growth. Reports are reviewed by upper management on a weekly and monthly basis to track success. Pertinent data that we review includes active customers, year over year growth, month over month performance, number of times a customer has rented in past month/quarter/year, date of last invoice, and market share from particular customers.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two percent (2%) administrative fee of equipment rental revenue.	*

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

Line Item	Question	Response *	
71	Describe the rent-to-buy option for new rental equipment if applicable.	Sunbelt Rentals does not provide a rent-to-buy option for new equipment.	
72	Describe your used rental equipment sales program if applicable.	Sunbelt Rentals has an average fleet age of 40-months. We have an equipment list that is generated each quarter that gives details on what pieces of equipment are available for sale. This equipment is available to all customers including customers that participate in the Sourcewell contract. Prices are dependent on age and condition of the equipment. Equipment is sold as is with no warranty. There is also no admin fee paid on the sale of any new or used equipment.	

73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sunbelt Rentals is a full line equipment rental company with over 16,000 product lines. We will be offering a market basket equipment list that is compiled of the most frequently rented items within the government sector. The list was created with historical usage data and extensive research. Additionally, we are offering our entire catalog based off a % off local rental rates. Our offering includes General Tool & Construction equipment, Climate Control, Power Generation, Pump Solutions, Ground protection, Temporary bridging, Temporary Structures, Temporary Fencing, Temporary Containment Walls, Trench shoring, Refrigeration Scaffolding, Facilities Maintenance Equipment, Floor Care Solutions equipment, safety training, and any related equipment.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Sunbelt Rentals offers over 90 categories of equipment. Within each category are multiple subcategories, or classifications that are too numerous to list. That list would include in excess of 30,000 items. Please allow us to highlight several below that have been mission critical to the public sector.</p> <p>Pump solutions.</p> <ul style="list-style-type: none"> <li>- water and sewer bypass set up, monitoring, and dismantling.</li> <li>- Engineered solutions for all fluid handling applications</li> </ul> <p>Climate Control</p> <ul style="list-style-type: none"> <li>- Air scrubbers &amp; Negative air equipment</li> <li>- Turnkey HVAC, Chiller, and boiler project solutions.</li> <li>- White-glove delivery, installation, and removal of temporary heating, cooling, dehumidification, and indoor air quality rental equipment</li> </ul> <p>Power</p> <ul style="list-style-type: none"> <li>- Small- and large-scale power generation</li> <li>- Drying</li> <li>- Backup power</li> <li>- Load bank testing</li> </ul> <p>Temporary Bridging and Trench shoring</p> <ul style="list-style-type: none"> <li>- Temporary pedestrian &amp; automobile bridges</li> <li>- Trench shoring</li> </ul> <p>Ground Protection</p> <ul style="list-style-type: none"> <li>- Temporary Flooring *</li> <li>- Ground protection</li> <li>- Access matting</li> </ul> <p>Flooring Solutions</p> <ul style="list-style-type: none"> <li>- Single largest provider of indoor and outdoor surface maintenance equipment</li> </ul> <p>Industrial Heat</p> <ul style="list-style-type: none"> <li>- Engineered solutions for large scale and specialized heating projects</li> </ul> <p>Temporary Structure</p> <ul style="list-style-type: none"> <li>-Blast resistant Structures.</li> <li>-Megastructures</li> <li>-Shipping Container Covers</li> <li>-Super Series</li> <li>-Tension Series</li> </ul> <p>Refrigeration</p> <ul style="list-style-type: none"> <li>-Low-temp Evaporators</li> <li>-Refrigerated Containers</li> <li>-Refrigerated Trailers</li> <li>-Walk-In Refrigerators</li> </ul> <p>We also offer multiple level trainings Please see attached documents to support these subcategories/Sunbelt Rental Specialty Divisions Titles of Documents include: SBR Climate Control Facility Maintenance Capabilities Flooring Solutions Pump and Power Services Scaffold Services Shoring Solutions Command Center</p>	*

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 1: Rental Equipment, Products and Related Services	*

**Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions**

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

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments	
76	Earth Moving Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt will offer all earth moving equipment in our proposal.  This will include: backhoes, Dozers & Crawler Loaders, Excavators, Hydraulic Breakers & Demolition Attachments, motor graders, skid steer loaders, tractors, trenchers, wheel loaders, and related equipment.	*
77	Aerial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt will offer all Aerial Equipment in our proposal.  This will include: atrium lifts, cranes/broom trucks. electric scissor lifts, low-level access, articulating man lift, straight boom man lift, mas boom lift, one man drivable lifts, one man push around man lifts, rough terrain scissor lifts, straddle adapters.	
78	Compaction Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt will offer all compaction equipment in our proposal.  This will include: Double Drum Roller, Jumping jack/Rammer, Plate Compactor, Single Drum Roller Padfoot, Single drum roller smooth, trench compactor, walk-behind roller.	
79	Industrial	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt will offer all industrial equipment & tools in our proposal.	*
80	Roadway	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt will offer all Roadway equipment in our proposal.	
81	Concrete Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt will offer all Concrete equipment in our proposal  This will include: Concrete Saws, concrete finishing equipment, concrete surface preparation equipment, concrete/masonry, cutting and drilling equipment, concrete masonry mixing and placing equipment.	

82	Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt will offer all Landscape Equipment in our proposal.  This will include: battery powered lawn and landscape equipment, lawn and equipment, stump grinders, wood and brush chippers and related equipment.,
83	Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt Rentals will offer all trailer equipment in our proposal.  This will include: dump trailers, equipment trailers, enclosed trailers, and like equipment.
84	Lighting Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt Rentals will offer all lighting equipment in our proposal.  This will include: light towers, balloon lighting, Buoy lights, Light Stands, Solar Lights, explosion proof lighting and related equipment, and related equipment..
85	Barricades	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt Rentals will offer all barricade equipment in our proposal.
86	Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt Rentals will offer all signage equipment in our proposal.
87	Batteries or Charging Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt Rentals will offer all battery and charging equipment in our proposal.
88	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt Rentals will offer all Power Generation equipment in our proposal.  This will include small generators up to 10 KW, Large Generators up to 2MW, Generator accessories, load banks, and like equipment.
89	Wash Stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	This equipment is based off of regionality, this will be quoted on a case by case basis.
90	Portable Restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	This equipment is based off of regionality, this will be quoted on a case by case basis.
91	Temporary Shelters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sunbelt Rentals will offer all temporary structure equipment in our proposal.
92	Used Rental Equipment Sales	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 16: Depth and Breadth - Public Works and Public Utility Equipment**

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

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
94	Street Maintenance & Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
95	Bucket Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	For further discussion based on customers expectation of equipment.
96	Diggers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
97	Roll-Off Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	For further discussion based on customers expectation of equipment.
98	Refuse Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	For further discussion based on customers expectation of equipment.
99	Waste & Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sunbelt Rentals Sourcewell RFP 040924 Pricing Final.xlsx - Tuesday April 09, 2024 11:53:44
  - [Financial Strength and Stability](#) - Ashtead-Group-Annual-Report-FY2023.pdf - Monday April 08, 2024 09:37:58
  - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan.docx - Friday April 05, 2024 11:46:13
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - Wynne -USA Invoice Sample with Terms and Conditions 8.30.2022.pdf - Monday April 08, 2024 10:38:17
  - [Requested Exceptions](#) - Redlines and Exceptions.zip - Monday April 08, 2024 10:33:11
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday April 09, 2024 10:38:02

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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



by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	<input checked="" type="checkbox"/>	1