



Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Herc Rentals Inc., 27500 Riverview Center Blvd., Bonita Springs, FL 34134 (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 new and the current model. 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, 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. 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. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

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 or its authorized subsidiary, distributor, dealer, or reseller. 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. 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.

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

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell, 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 Sourcwell 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.

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.

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

Herc Rentals Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/13/2024 | 11:12 AM CDT

DocuSigned by:
Jason Oosterbeek
00739FDAF70D4EC...
By: _____
Jason Oosterbeek
Title: Vice President
Date: 7/12/2024 | 11:19 AM PDT

RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name: Herc Rentals Inc.
Does your company conduct business under any other name? If yes, please state: Florida
Address: 27500 Riverview Center Blvd (Optional)
Bonita Springs, Florida 34134
Contact: Nina Aide
Email: hercbids@hercrentals.com
Phone: 239-301-1344
Fax: 239-301-1345
HST#: 136174127

Submission Details

Created On: Tuesday March 19, 2024 13:00:47
Submitted On: Tuesday April 09, 2024 13:43:46
Submitted By: Nina Aide
Email: hercbids@hercrentals.com
Transaction #: 808067df-fb05-4ae1-8c03-6d18d2f10d0b
Submitter's IP Address: 40.143.30.134

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")	Herc 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 Code - 1E3Q3 UEI - CEJGFN29N4L1
5	Proposer Physical Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
6	Proposer website address (or addresses):	www.hercrentals.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):	Jason Oosterbeek, Vice President 27500 Riverview Center Blvd, Bonita Springs, FL 34134 Hercbids@hercrentals.com 239-301-1344
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Looney Director of Sales – Industrial Manufacturing & Government P: 916-842-8312 Keith.Looney@hercrentals.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Traci Dobberstein Region Manager Government Strategic Accounts, Herc Plus 22422 S. Alameda Street, Carson, CA 90810 USA P 310-233-5010 C 714-612-8295 Traci.Dobberstein@hercRentals.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>With almost 60years of equipment rental expertise, approximately 7,400 employees and approximately 400 company-operated locations primarily in the United States and Canada, Herc Rentals serves a broad range of customer markets, including large and small companies in construction; industrial customers such as large industrial manufacturing plants, refineries and petrochemical operations; and other customers such as governmental entities and government contractors, disaster recovery and remediation firms, infrastructure, railroads , utility operators, individual homeowners, entertainment production companies, agricultural producers, special event management and facility management firms.</p> <p>A pioneer of the equipment rental industry, Herc Rentals continues to evolve and grow through technological innovations, expanded product offerings and value-added services and consultative solutions to support its customers' projects. Our vision to be the supplier, employer and investment of choice in our industry frames everything we do:</p> <ul style="list-style-type: none"> - We strive to have the best and broadest selection of premium rental equipment available and ready when our customers need it, ensuring it performs as promised and providing unsurpassed customer service at every opportunity. - We continuously seek to create a supportive, inclusive and collaborative work environment that offers excellent career opportunities, along with training and tools to enable our employees' success. - And, with our Herc Holdings Inc. parent entity trading on the New York Stock Exchange as "HRI," we are focused on performing as a top-tier business — operationally and financially — and continuously earning investors' confidence in our team. 	*
11	What are your company's expectations in the event of an award?	If Herc is awarded the contract, we expect to implement this agreement to support existing Sourcewell entities and gain new customers in the process. Executing our sales plan will be in two parts – utilizing our field sales team to meet with participating entities to promote Herc services. And leveraging the Sourcewell team's resources. As this will be our first Sourcewell contract, but not our first cooperative contract, we will educate our field teams on the agreement as well utilize key learnings from other cooperative implementations.	*
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.	We have uploaded our latest Annual report in the supporting documents.	*
13	What is your US market share for the solutions that you are proposing?	Herc is one of the largest equipment rental companies in the North American equipment rental industry, with an estimated 4% market share by revenue and 400 locations in 42 states in the United States and five provinces in Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Herc is one of the largest equipment rental companies in the North American equipment rental industry, with an estimated 4% market share by revenue and 400 locations in 42 states in the United States and five provinces in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*
16	<p>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.</p> <p>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?</p> <p>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?</p>	Herc Rentals is a premier, full-service equipment rental company providing customers the equipment, services, and solutions they need to achieve optimal performance safely, efficiently, and effectively. With nearly 60 years of equipment rental expertise, approximately 7,400 employees and approximately 400 company-operated branches in the United States and Canada, Herc Rentals serves a vast array of customer markets. A pioneer of the equipment rental industry, Herc Rentals continues to evolve and grow through technological innovations, expanded product offerings, value-added services and consultative solutions to support customers' projects.	*

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.	N/A	*

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	Great Place to Work Certification (US and Canada) Military Friendly Top 10 Employer – Gold Designation Military Times Best for Vets Employers Learning Elite Award for Learning and Development Excellence Best and Brightest Companies to Work For - 2023 Ecovadis Silver Award - 2023 Member of Canadian Council for Aboriginal Business	*
20	What percentage of your sales are to the governmental sector in the past three years	We serve our infrastructure customers across a wide range of projects such as highways and bridges, sewer and waste, railroads and other transportation, utilities as well as all governmental spending. In 2023, Infrastructure and government represented approximately 16% of our equipment rental revenue. 2022 - 17% 2021 - 17%	*
21	What percentage of your sales are to the education sector in the past three years	The education sector has been a growing part of our government business with double digit growth in each of the past few years.	*
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?	Herc Rentals has significant experience and expertise supporting the Government and Public Sector entities. In 2023, our Government sourcing team was awarded ~1300 bids producing over \$13M in sales volume. In addition to our 25+ state contracts, Herc also holds multiple cooperative agreements in both the government and healthcare vertical.	*
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?	Herc's currently holds GSA Contract 47QMCB19D000G. This contract is reflective of our equipment catalog that Herc is offering to Sourcewell.	*

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 *	
References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	*
References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	*
References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	*

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 *
Confidential	Government	California - CA	Ongoing bare equipment rentals	N/A	35M+
Confidential	Government	New York - NY	Ongoing bare equipment rentals	N/A	25M+
Confidential	Government	Illinois - IL	Ongoing bare equipment rentals	N/A	20M+
Confidential	Government	California - CA	Ongoing bare equipment rentals	N/A	15M+
Confidential	Government	California - CA	Ongoing bare equipment rentals	N/A	10M+

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.	Herc effectively supports and services the Government vertical through a specialized team working with the public sector. Led by our Director of Government Sales, Keith Looney, who has 30 years’ experience with Herc Rentals. Our Government National Account Team comprises of (6) individuals supporting our (27) Government Sales Specialists. They in turn work with our 1,500+ sales/service team in the US and Canada to support Government clients. If awarded a Sourcewell contract, our team will implement this contract through developing relationships with related agencies and ensure the contracts is implemented as required; all terms and pricing properly loaded to each customer. We utilize a CRM to collaborate and communicate customer requirements.
27	Dealer network or other distribution methods.	Through fleet pooling Herc can move its equipment from branch to branch, market to market, or anywhere across the United States or Canada in support of this contract. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customer’s needs in the event of an emergency or change in scope. Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability. Deliveries are scheduled at the customer’s request and, at times, are made outside of the standard hours. As well, Herc handles emergency, expedited, and last-minute orders – rearranging fleet, drivers, and additional resources to support the customer requirements. Our fleet management approach for our partners includes an operating model focused on supplying rental ready fleet for the location by managing capacities and line balancing the technician output on each category. Our approach would include establishing expectations, needs and scope of the facility or job site, creating measurable goals, and time frames to meet these goals.

<p>28</p>	<p>Service force.</p>	<p>Herc Rentals is committed to ensuring that each employee holds the certifications necessary to do each of their respective duties. This includes OSHA certification, specialize drivers licenses (where applicable) and operator certification. Our commitment to providing proper certification for our employees is magnified by our equipment to safety.</p> <p>Herc Rentals requires an active commitment to, and accountability for, safety and safety compliance from all employees and its contractors. Herc Rentals operations management has the key leadership role in communicating, implementing, and ensuring conformance to safety and compliance policies and standards. At Herc Rentals, we are all committed to:</p> <ul style="list-style-type: none"> - Protecting, and striving for improvement of, the safety and health of our people at all times; - Eliminating non-conformance to safety procedures and accidents; - Meeting specified customer safety requirements and ensuring continuous customer satisfaction; - Setting safety performance objectives, measuring results, assessing and continually improving processes and services through effective safety programs and processes; - Planning for, effectively responding to and rapidly recovering from any emergency, crisis and business disruption; - Appropriately communicating our safety policies, standards, programs and performance; - Rewarding outstanding safety performance; - Improving our performance on safety issues relevant to our internal and external stakeholders and on which we can have an impact; - Complying with applicable legislation, regulations, and industry standards related to safety; - Building a culture where "Stop Work" is understood as an individual obligation and company responsibility; - Identifying and effectively managing of safety risks; - Allocating appropriate resources to implement safety-oriented operational practices and procedures; and - Making every day a "Perfect Day." <p>The commitments expressed here are in addition to our basic obligation to comply with the Herc Rentals Mission, Vision, Values and Code of Conduct, as well as all applicable laws and regulations where we operate. This commitment is critical to our business success because it allows us to systematically minimize all losses and adds value for all our stakeholders.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>TO BE FOLLOWED BY CUSTOMER: At the time of ordering, the following information will be required:</p> <ul style="list-style-type: none"> - Specify the name of your agency - Location name (Location where equipment is to be used) - Billing Address (first time customer only) - Employee Name, Telephone # & Employee ID # - Purchase Order Number - Required Date and Return Date/Length of Rental - Equipment Required and Specific Specs - Specific Delivery Instructions - Additional Requirements <p>Employee drivers' license number on over-the-road vehicle rentals</p> <p>TO BE FOLLOWED BY HERC: When our customers call in an order, the following information is obtained:</p> <ul style="list-style-type: none"> - Confirm the customer name - Validate the Billing Address - Obtain the customers Release Number or Purchase Order Number - Obtain the full name and telephone number from the person placing the order - Identify specifically what equipment is required - Get specific delivery instructions and ask for the approximate rental duration - Advise our customers that they must call the branch upon termination of the rental and obtain a HERC release number - Generate the rental agreement

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.	<p>We provide customers with access to our branch network, sales teams, and Government teams for equipment inquiries and orders. Our customer service program is designed around (6) pillars to exceed customer expectations:</p> <ol style="list-style-type: none"> 1) Treat customers with urgency. <ul style="list-style-type: none"> - Respond to customers promptly, answering all questions and confirm requirements 2) Fulfill customer confirmed requests. <ul style="list-style-type: none"> - Complete all confirmed orders, using the proper account, ensuring the correct pricing, and PO number is utilized. 3) Delivery equipment on time <ul style="list-style-type: none"> - Equipment is at the customers jobsite at the requested and confirmed time 4) Respond to equipment breakdowns promptly <ul style="list-style-type: none"> - Our mobile technicians are on site quickly after being notified of the situation 5) Pickup equipment promptly <ul style="list-style-type: none"> - After the customer requests equipment pickup, we respond quickly to remove the equipment from site. 6) Accurate billing <ul style="list-style-type: none"> - The customer receives an accurate bill, correct charges and purchase order reference. <p>Our technology system "ProControl" provides customers with the ability to order equipment, release equipment, and log service tickets through the portal; 24/7 real time access to pending deliveries, on-rent statistics, equipment utilization reports. This provides total transparency to the business being conducted between the customer and Herc Rentals.</p> <p>For major contracts, Herc utilizes a quarterly review program to measure and report out KPI metrics. The purpose of these meetings is to ensure Herc is exceeding Sourcewell's expectations and strive for continuous improvement.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Herc Rentals has a network of 400 North America locations for Sourcewell entities to utilize. From our core equipment, to our specialized services such as Power Generation, Climate Control, Pumping Solutions, and Industrial Tools, we are fully fleeted and staffed to support Sourcewell.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sourcewell's participating entities will have access to Herc Rentals locations in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Herc will be unable to support Alaska in the US. In Canada, we will not be able to support Quebec, Newfoundland, Nova Scotia, PEI, New Brunswick, and Northwest Territories.</p> <p>Our initial proposal also does not include Hawaii. However, if awarded a Sourcewell agreement, Herc would support an addendum to the initial agreement with separate Hawaii pricing and delivery terms.</p>	*
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?	Herc will be able to service all participating entity sectors of Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Herc Rentals does not currently service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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.	Herc Rentals will work with Sourcewell to have a dedicated webpage on our corporate website outlining our partnership with Sourcewell and the advantages of enrolling into the program. Also, the Sourcewell logo will be displayed in the footer of our website to further promote our participation in the program. We will continue the development of co-branded marketing materials to be distributed by Sourcewell via email campaigns & our mirco-site. Herc Rentals would also like to produce co-branded materials that overviews our partnership with Sourcewell and advantages to the government agencies.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Herc Rentals engages with our customers through a multiple channel strategy -- from our website and our ProControl platform, our mobile application, our social media presence such as LinkedIn, Instagram, to our direct web marketing campaigns.
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?	Sourcewell's role is to promote Herc Rentals through their portal, with member agencies, and other customer facing opportunities. Herc will collaborate with the Sourcewell team to promote the contract through our multiple sales channels. These changes include our National Strategic Government Sales Managers, our Government Account Representatives, and local Account Representatives.
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.	Herc's technology system "ProControl" offers an e-Commerce platform capable of providing customers with the ability to view Herc's equipment catalog. From there, customers can reserve equipment, log service tickets during equipment breakdowns, and release the equipment right from the portal. Herc offers a desktop and mobile platform. In addition, our system provides real time access to pending deliveries, what equipment is on-rent, budget spend, PO management, and equipment utilization. Government/Education customers utilize all aspects of our program as described above and leverage our system to manage their equipment spends.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>40</p>	<p>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>	<p>At Herc Rentals, we have the equipment safety training where and when you need it. We have a wide range of high quality operator safety training classes. Our classroom and hands-on training sessions help meet your training requirements while preparing each operator to get the job done right.</p> <p>Equipment Safe Operation Training for Customers: Herc Rentals provides Equipment Safe Operation Training to our customers using our qualified instructors for the following equipment we rent. All courses include hands on practical training and evaluation. Upon successful course completion, you will be issued a wallet card and certificate.</p> <p>Operator Certification Courses: - Aerial (Scissor, Boom, Manually Propelled AWP) - Forklift Class I, IV, V - Dust Control - Variable Reach & Straight Mast Forklift Class VII - Review course Content - Review Course Objectives</p> <p>Train-The-Trainer: - Aerial - Dust Control - Forklift</p> <p>Training Courses Include: - Formal instruction (e.g., lecture, discussion, written material, and manufacturer's videos) - Practical training (demonstrations and exercises performed by the trainee) - Evaluation of the operator's performance in the workplace (in collaboration with customer)</p> <p>Content Reviewed in Courses: - Equipment Related Topics - Workplace Related Topics - Requirements of relevant Standards (OSHA/Provincial/ANSI/CSA)</p> <p>Herc also provides custom built training programs based around our ProControl system that are available upon request.</p>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Herc's ProControl is a best-in-class fleet management platform which will allow our customer's stakeholders to review equipment on rent, overdue rentals and equipment about to come off rent. Additionally, financial summaries, like payment history, paid invoices, and open sales orders are available for review. ProControl's web-based platform is also designed to give our customers 24/7 unlimited access to their rental and owned fleet. ProControl integrates intrinsically safe OEM and after-market telematics solutions which can be quickly and easily installed on nearly every asset. ProControl seamlessly unifies and simplifies fleet and financial information, that are traditionally disparate and allowing increased visibility into financial summaries, quickly identifying and locating specific assets, track their utilization, monitor engine performance and fuel (in full digital engines).</p>

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>At Herc Rentals, we engage our operations and business teams to minimize energy and water consumption and employ sound waste disposal practices. In doing so, we not only commit to our own environmentally sound practices, we also inherently strive to reduce our impact on the surrounding communities. As we gain confidence in measuring our internal operations' impact on Scope 1 and Scope 2 greenhouse gas emissions, we are further capturing data that reflects our external operations both the upstream and downstream as well as customer usage (Scope 3 GHG emissions).</p> <p>We recently endorsed many of the United Nations' Sustainable Development Goals. The SDG goals will help us direct our efforts to align with global participation in taking the right actions for a sustainable future.</p> <p>Our Commitments</p> <ul style="list-style-type: none"> - Handle, store, and dispose of substances that are defined as hazardous material in compliance with local, state, and federal regulations. - Reduce, reuse, and recycle our waste products when applicable. Company goal to reduce intensity of non-hazardous landfilled waste by 25% from 2019 baseline by 2030 - Continue to monitor hazardous waste activity to ensure recycling and incineration are utilized over landfill disposals. - Minimize water consumption and ensure safe treatment within our branches by incorporating innovative design of wastewater treatment systems. - Minimize energy consumption by employing energy reducing initiatives. - Company goal to reduce Scope 1 and Scope 2 greenhouse gas emissions intensity by 25% from our 2019 baseline by 2030. - Update lighting and HVAC with lower energy consuming sources when applicable or expired. - Negotiate utility sources for most renewable source available when applicable, which includes solar power generation at Herc Rentals facilities when feasible. - Conduct regular training for employees working with petroleum storage tanks. - Develop and maintain appropriate emergency and spill response programs. Reduce environmental impact by utilizing low impact products where possible. - Monitor the environmental impact of our business practices and review our progress on a continual basis. - Promote environmental stewardship and best management practices to our customers, vendors, and employees. - Continuously improve our Environmental Management System (EMS)
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.	Herc received a Silver Award from Ecovadis in 2023. Please refer to the attached Corporate Citizenship Report for more information.
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.	While Herc does not qualify for any MWBE, SBE, or VOB certifications, Herc will work in conjunction with any Public Agency to identify MWBE's that have the ability to be good partners and execute the services required to meet customer expectations. We have built a small business program that will enable those qualified small business partners to be competitive and sustaining.
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>Herc Rentals is the most experienced equipment rental company in the industry – over 60 years in business. We have been recognized as great company to be a part of. This makes us uniquely positioned to support our customers through our best-in-class customer service and technology. We are large enough to support a major contract such as Sourcewell, as well, localized and nimble enough to ensure our customers receive the highest quality service possible. Safety is at the forefront of our business and is a core value for everything we do. We offer a full suite of KPI reporting for major contracts to ensure total transparency while focusing on process improvements. Through fleet pooling Herc moves equipment from branch to branch, market to market, or anywhere across North America to support customers. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customers' needs in the event of an emergency or change in scope. Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability.</p> <p>Lastly, Herc's ProControl technology fleet management platform, as described above, provides our customers real time 24/7 access to their rental activity -- equipment on rent, overdue rentals and equipment due to come off rent. Financial summaries, PO Tracking and Utilization data, plus much more. Customers value the ability to manage their equipment spends through our platform.</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?	<p>Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. We do however provide full warranty support of our equipment. We would be the contact with the respective manufacturer concerning the warranty repairs. Herc performs warranty repairs and is then reimbursed by the manufacturer. Rates are cost inclusive of preventive maintenance and warranty support of the equipment.</p> <p>Herc does provide a service guarantee that equipment is in good working condition upon delivery. If during the rental period, the equipment requires repair or replacement, Herc will repair or replace at Herc's cost -- provided the repair or replacement is not due to customer fault or damage, misuse or abuse -- as governed by Herc rental agreement.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Herc's implementation of a maintenance program for all equipment includes indicating the type of maintenance required for each piece of equipment and the frequency in accordance with the manufacturer's recommendations. Each piece of equipment is given an "inspection sticker".</p> <p>HERC's automated service schedule prompts HERC to maintenance the equipment every 90 days, 2000 miles or 200 hours of service, whichever comes first.</p> <p>This service is provided on site and is completed in approximately one hour.</p> <p>TRACKING:</p> <p>"Preventive Maintenance Inspection Form" - completed by a Herc mechanic each time maintenance is performed.</p> <p>"Safety Damage Sheet" - completed upon delivery/return of a piece of equipment, with a copy given to our clients and one kept by Herc.</p> <p>Our clients operators are responsible for, and will be trained to perform, an operator inspection, prior to daily use including:</p> <ul style="list-style-type: none"> Checking all fluid levels (any excessive loss or shortage of fluid should be reported to Herc immediately) Checking pressures and condition of tires, battery fluid, charge levels, and daily grease of all fittings <p>Preventive Maintenance is done to ensure the equipment is maintained in good operating order. Proper personnel and parts/supplies will be provided to support this program. All of our branches have the capability to perform mobile maintenance functions through mobile service vehicles and factory-trained mechanics.</p> <p>CHECK-IN TAG PROCEDURE</p> <p>As part of standard Branch procedure, upon pickup or return of equipment, a Check-In Tag procedure is implemented to ensure proper service / repairs are made to the equipment. This identifies units on the yard needing service and also those available to rent</p> <p>Upon return or pickup:</p> <ul style="list-style-type: none"> Back of yellow tag is filled out. If in the process of performing service a problem is discovered, the red tag is completed which states the equipment requires service. Yellow tag is removed. Equipment repairs are completed. Red tag is removed. Green tag is completed, equipment is rental ready. Green tag is removed upon delivery. <p>MAINTENANCE AND REPAIRS</p> <p>CLIENTS</p> <p>"A" Service (Daily/Weekly) - Generally performed after 8-10 hours of operation. Service consists of checking fluid levels, lubrication, and visual inspection to ensure proper operation. This service is performed by our</p>

		<p>clients while on rent, and must be performed by Herc maintenance personnel when equipment is returned.</p> <p>Herc "B" Service (Quarterly) - Performed every 200 hours or 6000 miles. Service consists of inspecting safety related equipment, fluids, changing engine oil and filters, tuning engine and performing an operational check while under load. Hydraulic oil is cleaned, filters replaced, pressure flow checks performed and disassembly of some parts. In the event of operator negligence or damage to the unit, Herc will repair the equipment and charge our clients.</p> <p>TIRE SERVICES Tire repairs or replacement, outside of normal wear and tear, will be charged to our clients.</p> <p>Replacement Part of Herc pre/post rental inspection includes tire inspection. If abnormal/excessive tire wear, cuts or slashes exist, tires will be replaced. Over-The Road Vehicles As mandated by the state (hours of use, miles, % of tread wear) or Insufficient thread depth, cuts, slashes or abnormalities In-Plant Equipment Manufacturer recommendations or Insufficient thread depth, cuts, slashes or abnormalities</p>	
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>As stated above, Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment.</p> <p>If a repair is required, the work is completed at Herc cost (including technicians' travel time and mileage) - provided that the repair is not due to customer fault or damage, misuse or abuse -- as governed by Herc's Rental Agreement.</p>	*
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?	For rentals -- all branches have certified technicians available to conduct equipment repairs. As stated in previous section, Herc will be unable to support Alaska in the US. In Canada, we will not be able to support Quebec, Newfoundland, Nova Scotia, PEI, New Brunswick, and Northwest Territories.	*
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?	Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. We do however provide full warranty support of our equipment. We would be the contact with the respective manufacturer concerning the warranty repairs. Herc performs warranty repairs and is then reimbursed by the manufacturer. Rates are cost inclusive of preventive maintenance and warranty support of the equipment.	*
51	What are your proposed exchange and return programs and policies?	For Rental service calls, Herc initially sends a technician to the customer's site to perform the necessary repairs. If for some reason, the technician is unable to perform the repair in the field, Herc will send out a replacement piece of equipment to exchange for the previous piece of equipment.	*
52	Describe any service contract options for the items included in your proposal.	Herc is not offering service contracts at this time.	*

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	Response Time for equipment that is down is normally within a few hours. A representative will call our customer regarding the service need, assess the problem and respond accordingly. Since service needs are subjective to the degree of service needed, if equipment could not be repaired within a reasonable time frame, a replacement unit of equal or greater capacity would be provided.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Rental Volume Reports – Reports showing total units on rent, total volume, total market basket/contract rentals, total non-market basket/contract rentals.</p> <p>Asset Utilization – Summary and detail level showing percentage of day’s units are used versus days rented – detailed by equipment category by month. Key categories of underutilized equipment will be highlighted providing opportunities for cost savings by taking off rent low use equipment.</p> <p>Third Party Supplied vs Herc supplied equipment – Summary of total number of units rented in a month versus number of units obtained from third parties (re-rents). Report shows Herc’s ability to fill rentals with Herc owned equipment.</p> <p>Accounts Payable – A monthly review of monies outstanding by age bucket. By monitoring this report, both companies can work to minimize man-hours needed to process older invoices.</p> <p>Invoice Efficiency Percentage – A monthly review of invoices measured against the number of credit memos processed.</p> <p>Overdue Rentals – This report identifies the total number for rentals that are beyond their stated estimated return date, allowing the customer to review if units need to continue to remain on rent. Regular management of the overdue report will ensure additional rental costs are avoided.</p> <p>Preventative Maintenance Efficiency Percentage – Summary of repair statistics, service calls compared to the number of transactions. Calculation of failures – first day and 48 hours.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Herc is proposing that standard payment terms for this contract be Net 30 days, which is an advantage over the company standard of Net 15 days.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Herc is not offering leasing or financing options.
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.	Sample rental agreement attached.
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?	Yes Herc accepts P-card procurement with no additional charges.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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.	<p>Herc Rentals offers a national discounted price structure per item off our standard book pricing. The customer is able to leverage our Day/Week/Month pricing based on the rental term. Herc optimal pricing model fluctuates in the customer's benefit depending on the rental duration. For example, if the original requested rental duration is one day and the rental extends to five days, Herc will honor the discounted week pricing vs. charging five daily rates.</p> <p>Example: Contract rates for unit are: \$68/day, \$170/week, and \$425/month</p> <p>Example 1 - Customer rents a unit for 3 days. 3 days can be also considered 1 week, so Rentalman will consider both scenarios: 3*68=\$204 or 1*170=\$170. Since the weekly rate is less than the daily rate for three days (\$204 for 3 days vs. \$170 for week), the customer will be charged the weekly rate of \$170.</p> <p>Example 2 - Customer rents a unit for 8 days. Rentalman views this as 1 weekly rental plus 2 additional days. The customer would be charged 1*170+2*68 = \$306.</p> <p>Example 3 - Customer rents an air compressor for 13 days. Since 13 days can either be one month or 2 weeks plus 1 day, Rentalman will consider the following: (2*170)+1*68=\$408 or 1*425. Since \$408 for the 2 weeks plus one day is lower than the one-month rental rate, therefore the customer will be charged that amount</p>
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 discount of our proposed price structure fluctuates by item and based on the published rates for the market. Herc is offering firm rates across the country to allow for Sourcewell members to take advantage of these discounts opposed to their local discounted rate.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Herc Rentals proposed pricing takes into account volume discounts and major contract equipment spends.
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.	As per our standardized procedure, Herc will handle nonstandard equipment requests through the local markets and sales teams. This allows Herc to support Sourcewell closest to the request. As a part of our regular review and KPI process, if there is a particular item not included in the pricing with large transaction volumes, we will propose adding this item to the contract. If Sourcewell members ask Herc to supply equipment not available or not in scope, Herc will utilize a 3rd party company and proposes a 24% re-rent markup on total invoice cost.

<p>63</p>	<p>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.</p>	<p>Please refer to Pricing & Terms document for more information. Additional charges include:</p> <p>The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental)</p> <p>Multiple Shift rates for generators and other powered equipment may be charged on top of the standard rental rate. Single shift usage is based on an eight hours per day, 40 hours per week and 160 hours per a four-week period. Hours in of one shift will be charged at 1.5x for double shift and 2x for triple shift.</p> <p>Refueling charges will be applied to any equipment not returned with a full tank of fuel. The customer will be charged the posted fuel rate on the date of the return. Please note the refueling charge per gallon is not a sale of fuel but is the per gallon charge for fuel, labor, and other fees.</p> <p>Tire Repairs: Repair or replacement of tires on equipment is the customer responsibility and is not included in the rental rate.</p> <p>Environmental Fees</p> <p>Fuel Surcharge</p> <p>Delivery Surcharge</p> <p>Optional RPP</p> <p>Damage Repair: for equipment damaged – the customer will be charged the branch’s posted SHOP LABOR RATE (Fluctuates by market). PARTS MARKUP 20%. OUTSIDE (3rd party) LABOR – 20% on cost</p> <p>Government/Local Fee and Surcharges Herc is required to charge special fees in certain circumstances based on geographic requirements. For example some states have special fees which are required to be charged to the customer. These fluctuate based on area. Herc pass throughs these fees with no markup.</p>	<p>*</p>
<p>64</p>	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>U.S. Mainland location Standard Delivery during normal working hours: \$175 each way within 30 miles of the delivered Herc branch. Beyond 30 miles, Herc will charge \$175 flat rate + \$4 per mile after the original 30 miles.</p> <p>After Hours: Additional call out fee to be quoted at the time of rental</p> <p>Oversize / Permit Loads: for certain categories of equipment which require special permitting or oversize load requirements, Herc will quote the additional cost at the time of the rental.</p> <p>Third Party Trucking: If agreed to by both parties ahead of the rental, Herc may be required to utilize a third party trucking company for delivery for an additional fee. These charges will be quoted and agreed to prior to the rental commencing.</p>	<p>*</p>
<p>65</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Canada --</p> <p>Offshore rentals to be excluded under Sourcewell contract agreement. Herc will handle and quote off shore requests on a case-by-case basis. Each request may be subject to a separate rate, delivery, and terms structure.</p> <p>Our Initial proposal does not include Hawaii. If awarded a Sourcewell agreement, we would support an addendum to the initial agreement with separate Hawaii pricing and delivery terms.</p>	<p>*</p>

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Along with our 400 branch network, Herc has the ability to move its fleet through its fleet pooling. Each branch can draw upon the neighboring branch, region, or division-wide fleet pool to satisfy our customers needs. Neighboring branches or regions can view inventories and existing reservations improving equipment forecasting and equipment availability.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	Herc is providing a discounted pricing structure off published pricing. The proposal is similar to other proposals we offer in this space but cannot be defined as the same. It is unique to the opportunity presented.

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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Herc's networked rental management system allows Sourcwell member agreed upon pricing to be hard coded against all subsidiary accounts. This ensures 100% billing accuracy as it relates to pricing. Members will receive the agreed upon rates and terms for rentals at all applicable Herc locations.
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.	Monthly Rental Volume (vs. Prior Year Spends) a) Total contract spend b) Regional spend c) Top 25 Sourcwell entities d) Top Growing entities e) Top Declining entities f) Top rental items Sales Team Engagement Customer Use of Herc Technology system
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	1% of rental volume for Sourcwell identified entities utilizing the Sourcwell contract agreement for transactions.

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.	Herc does not offer rent to buy options.
72	Describe your used rental equipment sales program if applicable.	Used equipment sales are a great option for customers looking to purchase a piece of equipment, but would prefer to not pay for a new piece of equipment. Through Herc our customers benefit from a vast, nationwide used equipment inventory. At almost any time, if a customer is looking for a used piece of equipment and it's carried by Herc, a quote can be generated. From Herc, customers will be buying equipment that has been maintained by Herc's trained and certified technicians at or above manufacturer's specifications.
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see Herc's equipment rate sheet encompassing our equipment catalog.
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Herc supplies equipment rental solutions through our broad catalog of equipment, including Aerial, Power Generation, Material Handling, Earth Moving, Air Quality Control, Pumps and Small tools.

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	Please refer to Herc's rate sheet for our full offering.
77	Aerial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
78	Compaction Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
79	Industrial	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
80	Roadway	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
81	Concrete Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
82	Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
83	Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
84	Lighting Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
85	Barricades	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
86	Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
87	Batteries or Charging Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
88	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
89	Wash Stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
90	Portable Restrooms	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
91	Temporary Shelters	<input type="radio"/> Yes <input checked="" type="radio"/> No	
92	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	Used Rental Equipment Sales are available at https://used.hercrentals.com/

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	Please refer to Herc's rate sheet for our full offering.
94	Street Maintenance & Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
95	Bucket Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
96	Diggers	<input type="radio"/> Yes <input checked="" type="radio"/> No	
97	Roll-Off Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
98	Refuse Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.
99	Waste & Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please refer to Herc's rate sheet for our full offering.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

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](#) - 2023 Terms and Conditions US Commercial (RA).pdf - Tuesday April 09, 2024 12:45:22
- [Financial Strength and Stability](#) - 2023 Canada Terms and Conditions.pdf - Tuesday April 09, 2024 12:45:32
- [Marketing Plan/Samples](#) - 2024 10K.pdf - Tuesday April 09, 2024 12:46:07
- [WMBE/MBE/SBE or Related Certificates](#) - Sustainability Fact Sheet_1.24.24.pdf - Tuesday April 09, 2024 12:47:04
- [Warranty Information](#) - Sourcewell Pricing & Terms - Herc Rentals.xlsx - Tuesday April 09, 2024 13:38:06
- [Standard Transaction Document Samples](#) - rental-solutions-guide--herc-rentals (8).pdf - Tuesday April 09, 2024 13:42:22
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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. - Jason Oosterbeek, Vice President, Herc 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