

**State of Florida
Department of Transportation**



FDOT AGENCY TERM CONTRACT
HEAVY EQUIPMENT LEASE

DOT-ITN-19-9025-GH

EFFECTIVE DATES
FEBRUARY 12, 2019 - FEBRUARY 11, 2024

VENDORS

EP RENTS, LLC ----- CR10595
HERC RENTALS, INC ----- CR10596
SUNBELT RENTALS, INC---- CR10597

TABLE "A": LEASE RATES STATEWIDE

	EQUIPMENT LIST	Monthly Rate	Yearly Rate	Estimated Lead Time	VENDOR
1	8 Yrd Dump Truck, Tandem Axle, CLASS 8, 52,000 lbs GVWR (6X4)	\$1,750	\$19,140	48 Hrs	SUNBELT
2	12 Yard Dump Truck, Tandem Axle, CLASS 8, 64,000 lbs GVWR (6X4)	\$5,145	\$61,740	24 Hrs	HERC
3	14 Ft. Flat Bed Dump Truck, Single Axle, Crew Cab, Class 7, 28,000 LBS. GVWR (4x2)	\$1,995	\$23,940	24 Hrs	HERC
4	Bucket Truck (30-foot reach)	\$4,095	\$49,140	1 - 2 Wks	HERC
5	Bucket Truck (40-foot reach)	\$4,095	\$49,140	1-2- Wks	HERC
6	Sewer Cleaner Truck	\$12,000	\$149,500	1 - 30 Days	EP RENTS*
7	Sewer Cleaner - Trailer Mounted	\$5,103	\$61,236	24 - 48 Hrs	HERC
8	Truck Mounted Knuckle Boom Loader	\$8,000	\$97,500	1 - 30 Days	EP RENTS*
9	Excavators; Mini/Compact Track	\$1,275	\$13,500	48 Hrs	SUNBELT
10	Excavators (less than 70 HP)	\$2,550	\$28,800	48 Hrs	SUNBELT
11	Excavators; Wheel & Truck Mount	No Award	NA	NA	No Award
12	Skid Steer:Wheel type w/ attachments	\$1,155	\$13,860	24 Hrs	HERC
13	Skid Steer:Wheel type w/o attachments	\$1,175	\$12,900	48 Hrs	SUNBELT
14	Small Motor Grader	\$5,670	\$68,040	24 - 48 Hrs	HERC
15	Compact Track/Multi Terrain Loaders (less than 15,000 lbs. Operating Wt)	\$1,785	\$21,420	24 Hrs	HERC
16	Backhoe-Loader: Wheel	\$1,550	\$17,000	48 Hrs	SUNBELT
17	Wheel Loader w/ 2 CY Bucket Grapple	\$3,300	\$36,000	48 Hrs	SUNBELT
18	Wheel Loader w/ 3 CY Bucket Grapple	\$3,600	\$40,000	48 Hrs	SUNBELT
19	Enclosed Cab Sweepers w/ Vacuum	\$9,500	\$117,000	1 - 30 Days	EP RENTS*
20	Enclosed Cab Sweepers w/o Vacuum	\$2,343	\$28,116	24 Hrs	HERC
21	Trommel Screen	No Award	NA	NA	No Award
22	4 Pass. UTV/ Mule	\$650	\$6,500	48 Hrs	SUNBELT
23	6 Pass. UTV/ Mule	\$700	\$7,000	48 Hrs	SUNBELT
24	Trailer 10k lb. capacity	\$499	\$5,988	24 - 48 Hrs	HERC
25	Trailer 25k lb. capacity	\$1,512	\$18,144	24 Hrs	HERC
26	Trailer Mounted Wood Chipper (6 inch)	\$1,350	\$15,000	48 Hrs	SUNBELT
27	Trailer Mounted Wood Chipper (12 inch)	\$2,835	\$34,020	24 Hrs	HERC

*EP RENTS: Monthly Rate = period based on 28 days. Yearly Rate based on 13 periods.

Heavy Equipment Lease

Exhibit "A", Scope of Services

INTENT

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting proposals from vendors interested in participating in competitive negotiations to establish a term contract to provide a statewide Heavy Equipment Lease Contract. The equipment being procured under this solicitation shall not include any motor vehicles as defined per Section 287.14(2), F.S. This contract will provide statewide leases for various pieces of heavy equipment for the Department's seven geographical Districts and Turnpike Enterprise. The term of the contract will be a five-year contract with an option to renew. Each lease will be maximum of one-year. Contract funding is contingent upon Legislative funds approval on a fiscal year basis.

INSURANCE-LIABILITY REQUIREMENTS

The Department will obtain the required insurance coverage through the Department of Management Services.

Per subsection 287.022(1), Florida Statutes - Agencies are not allowed to purchase insurance. ["Rental Protection Plan" ("RPP") and "Lease Protection Plan" ("LPP") are considered insurance.]

The Department will take responsibility for any damage to the equipment due to negligence by the Department personnel upon evaluation and mutual agreement of such damage by both parties. The Department will take normal and reasonable precautions to protect the equipment. The vendor shall provide terms and conditions related to damage to the equipment and vehicles, including the responsibilities of each party regarding filing of insurance claims and responsibility of repairs.

EQUIPMENT

The heavy equipment needs of the Department are generally categorized; but not limited to, heavy-duty chassis-cab vehicles, dump style, flat-bed and freight trucks, trailers, earth moving equipment, ATV/UTV's, agricultural and utility mowers and other various equipment. The equipment leased under this contract will be used to repair and maintain roads and bridges, prepare for and clean up after an emergency event (hurricanes, bridge or road damage, etc.). **See TABLE A: Equipment List.**

Any equipment leased shall be guaranteed by the Vendor(s) to be fully functional and capable of performing the task(s) it was designed to perform under the manufacture's guidelines.

The Department reserves the right to negotiate additional items, related terms, and pricing to be added by contract modification/amendment

TAGS and TITLES

Equipment will be registered and tagged by the vendor and titled to the Vendor.

AUTHORIZED USERS

The heavy equipment will be used by the Department's employees and potentially by non-agency personnel authorized by the Department.

MANUALS

If requested by the Department, manuals will be provided for each piece of equipment leased, including number of hard copies, DVD's and/or thumb drives.

KEYS

Keys will be provided for each piece of equipment leased.

WARRANTY

All leased equipment must be fully functional and covered by the manufacturer's full warranty for the entire period of the leasing agreement. All parts and labor for warranty work will be supplied by the Vendor at no cost to the Department. The Vendor is responsible for equipment transport within forty-eight (48) hours for warranty work. The Vendor must provide a valid copy of all warranty information on each model including a list and definition of all wear and tear items. The Department will not be responsible for damage to the equipment unless the damage is determined to be caused by operator abuse or neglect.

FINAL PAYMENT & BILLING

The Department, upon receipt of a complete and accurate invoice, will make payments in accordance with contract documents. At the end of the lease, once the unit is returned and the vendor and the Department have signed off on the Return of Equipment form, any outstanding invoices must be billed directly to the Department within fourteen (14) days. All payments will be made to the Vendor; no payments will be made to participating distributors.

USAGE

The Vendor is required to furnish usage data reports to the Central Office of Maintenance Fleet Manager. The contract usage report must provide at a minimum: dates of lease period, by types of equipment, utilization by hours and or mileage.

PRICING STRUCTURE

Statewide pricing for leasing the heavy equipment shall be by the month and by the year (each lease shall not exceed 12 months).

MATCHING OTHER GOVERNMENTAL ENTITIES

Provide information on your company policy for extending lower percentage or benefits to the Department if they are being offered to another governmental entity for any contract resulting from this negotiation.

OVERAGE (IF APPLICABLE)

Upon receiving an equipment request from the Department, provide the cost for any overage above the 0250 minimum hours and miles in your pricing structure.

Invoice the Department for overages based on a per hour or per mile of actual operation subject to the maximum usage per the Return of Equipment form signed by both parties.

LEAD TIME

Inform the Department of any delays in lead time for equipment lease and delivery.

REPORTS

Provide Quarterly Reports that include at a minimum: Vendor name, date of lease, point of origin, type of equipment leased, cost of leased equipment (monthly/yearly), usage (hours/mileage), date of return, and district. The FDOT Fleet Manager as the Department representative (or their designee) will conduct a program review a minimum of once a year using the required reports.

TRAINING

Provide heavy equipment training to all authorized users. Provide information on training including, but not limit to: type of training, when training will be available after equipment is delivered, qualifications of instructor, etc.

TERMS OF DELIVERY & RECOVERY

The equipment must be delivered and picked-up with at least 5 business days' notice given to the Departments' Shop Supervisor or designee. No deliveries or pick up's on Fridays.

Delivery and pickup pricing to the Department should be specified. The Department may use vendor delivery, pickup equipment, or contract for delivery with anyone it chooses.

Pick-up/delivery shall be validated by documentation noting the date, time, equipment hours, pictures and the condition of equipment with signatures of the Vendor and Department Personnel. Provide a vendor statement of policy on what is considered normal wear and tear for each equipment type.

Equipment will be delivered to the Department primary locations statewide but may be delivered to other locations throughout the State of Florida.

MAINTENANCE & REPAIRS

The Department shall be responsible for providing any daily operational requirements; such as, lubrication, inflation of tires, etc.

Vendor will be responsible for all preventative maintenance and repairs. Provide a preventive maintenance schedule for each piece of equipment. Provide 5 business days advanced notice for scheduling preventive maintenance.

Upon notification of equipment needing service, the vendor shall respond within 24 hours.

If the equipment exhibits excessive down-time (more than two (2) consecutive days), the vendor will replace the equipment with an equal or comparable substitute at the request of the Department. If pick-up/delivery is not available or circumstances prevent this option for repair, the Vendor shall provide mobile repair services to the Department.

MODIFICATIONS OR INSTALLATIONS

Provide your policy and any associated costs for modifications and/or special installations that may be needed to heavy equipment based on Department's needs; such as, radios, tool boxes, strobe lights, front debris plows, snow/ice equipment, etc. The policy shall specifically discuss any modification measures that are expressly prohibited such as welding, cutting, drilling, etc. In addition, the policy shall detail all acceptable restorative measures that may be taken by the Department before returning modified equipment to the vendor so as to eliminate any additional charges/fees that may be levied against the Department.

INTERNET REQUIREMENTS

The Department intends to lease a large portion of the products provided in this ITN via the Internet. The Vendor must maintain an Internet Web Page with a copy of the current contract prices list and be required to have the following electronic catalog features on their Internet Web Page within 30 days of execution. The Department approval of the Internet Web site is required.

User Interface

Internet browser, Microsoft Internet Explorer (version 11 or higher), to the World Wide Web.

Search Mechanism

A search tool will be available to find a product by description or product number or browse through vendor's on-line catalog.

Product Specifications

Specifications must be available for each product bid on the Web Page or via a link to the manufacturer's web page.

Order Processing

Orders can be processed on-line using a purchase order. The ordering area must be a password protected and secure (see below.) This secured ordering area will be available to the Department 24 hours a day, 7 days a week. The Department will not need to install any other software other than the user interface described above in order to lease equipment securely on-line.

Security

Data protection must be provided by Secure Sockets Layer (TLS) protocol version 1.0, 1.1, 1.2.

System Down

Provide process for phone orders if the internet system is not available.

INSURANCE INFORMATION

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- Per subsection 287.022(1), F.S. Agencies are not allowed to purchase insurance. [“Rental Protection Plan” (“RPP”) and “Lease Protection Plan” (“LPP”) are considered insurance.]
- Equipment not licensed for road use will be covered under the DMS [Contractor's Equipment Insurance](#)
- Equipment licensed for road use is prohibited from coverage under the Contractor’s Equipment Insurance unless pre-approved by the Broker/Insurer.
- Equipment items not covered under the Contractor’s Equipment Insurance, may be eligible for coverage under the DMS [Comprehensive Auto](#) as endorsements. These endorsements will provide full comp and collision coverage and will name the vendor as the “Additional Insured”.
- For Equipment needing to be insured under Comprehensive Auto, DMS will need the following:
 - Vehicle Year
 - Vehicle Description
 - Vehicle Id
 - County where garaged
 - Cost
 - List of approved Drivers and their DL’s allowed to operate these vehicles.

Reminder: DMS will need some advance notice in order to coordinate final coverage for these leases, as well as the anticipated length of time to be insured under Comprehensive Auto.

- **Section 287.025 (4), F.S.** No primary insurance contracts shall be purchased on any property or insurable subjects when the same is loaned to, leased by, or intended to be leased by, the state or its departments, divisions, bureaus, commissions, or agencies unless such coverage is required by the terms of the lease agreement and unless the insurance coverages required by the provisions of the lease are approved in writing by DMS.

Other Information:

Recommended PO Commodity Codes:

72141700 – Construction machinery and equipment rental or leasing services

72141701 – Construction machinery rental or leasing service

72141702 – Construction equipment rental or leasing service

ORDERING & CONTACT INFORMATION

MFMP #: CR10595

Bid Number: DOT-ITN-19-9025-GH

Title: Heavy Equipment Lease

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): F814096438-001

VENDOR: **EP RENTS, LLC**

ADDRESS: 2525 Clarcona Road

CITY, STATE, ZIP: Apopka, FL 32703

TELEPHONE: O: 407-798-0004 Cell: 352-427-6621

DELIVERY: SEE TABLE "A" FOR DELIVERY TIME AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: JEFFREY HAASE MANAGER

ADDRESS: 2525 Clarcona Road

CITY, STATE, ZIP: Apopka, FL 32703

TELEPHONE: O: 407-798-0004 Cell: 352-427-6621

E-MAIL ADDRESS: jhaase@myepg.com

WEB ADDRESS: <https://www.myepg.com/rentals-and-leases>

Will you accept the State of Florida Purchasing Card (VISA)? Yes No

ORDERING & CONTACT INFORMATION

MFMP #: CR10596

Bid Number: DOT-ITN-19-9025-GH

Title: Heavy Equipment Lease

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): F136174127-053

VENDOR: HERC RENTALS, INC

ADDRESS: 27500 Riverview Center Blvd

CITY, STATE, ZIP: Bonita Springs, FL 34134

TELEPHONE: Main Office: 239-301-1000

DELIVERY: SEE TABLE "A" FOR DELIVERY TIME AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Drew Sylvester - Government Program Manager, SE Manager

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: 407-214-1769

E-MAIL ADDRESS: drew.sylvester@hercrentals.com

WEB ADDRESS: <https://www.hercrentals.com/us.html>

Will you accept the State of Florida Purchasing Card (VISA)? Yes No

ORDERING & CONTACT INFORMATION

MFMP #: CR10597

Bid Number: DOT-ITN-19-9025-GH

Title: Heavy Equipment Lease

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): F580415192-053

VENDOR: SUNBELT RENTALS, INC

ADDRESS: 8406 East MLK

CITY, STATE, ZIP: Tampa, FL 33610

TELEPHONE: C: 843-339-0560 FAX: 803-578-6533

DELIVERY: SEE TABLE "A" FOR DELIVERY TIME AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Matt Rolfe, Regional Account Manager - Government

ADDRESS: 2341 Deerfield Dr.

CITY, STATE, ZIP: Fort Mill, SC 29715

TELEPHONE: C: 843-339-0560

E-MAIL ADDRESS: matt.rolfe@sunbeltrentals.com

WEB ADDRESS: <http://www.sunbeltrentals.com>

Will you accept the State of Florida Purchasing Card (VISA)? Yes No

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from vendors interested in participating in competitive negotiations to establish a term contract to provide a **HEAVY EQUIPMENT LEASE** . It is anticipated that the term of the agreement will be from the date of contract execution through **five (5) years**.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS -	10-04-2018	3:00 PM
<u>REPLIES DUE – (On or Before)</u> FDOT Burns Building 605 Suwannee Street, Mail Station 20 Tallahassee, FL 32399-0450 Greg Hill (850) 414-4482	10-23-2018	3:00 PM
PUBLIC OPENING (Initial Replies) - FDOT Procurement Office 605 Suwannee Street, Rm. 439 Tallahassee, Florida 32399-0450	10-23-2018	3:00 PM
PUBLIC MEETING TRC/SME Technical Proposal Reviews FDOT Rhyne Bldg. (Koger Center) 2740 Centerview Dr. Tallahassee, FL 32301	11-6-2018	9:00 AM
PUBLIC MEETING TO RANK VENDORS - FDOT Rhyne Bldg. (Koger Center) 2740 Centerview Dr. Tallahassee, FL 32301	11-15-2018	10:00 AM
POSTING OF RANKING ON VBS -	11-15-2018	5:00 PM
NEGOTIATIONS	WEEK OF DEC. 3	TBD
VENDOR BAFOS DUE	TBD	TBD
PUBLIC MEETING: TRC/SELECTION COMMITTEE INTENDED AWARD	TBD	TBD
POSTING OF INTENDED AWARD ON VBS-	TBD	TBD

3) PUBLIC MEETING AGENDA

Agenda – Public Opening (Initial Replies)

Agenda for Public Opening of initial replies to DOT-ITN-19-9025-GH:

Starting Time: see “Timeline” in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the initial replies received timely will be opened, with respondent’s name read aloud and tabulated.
- Adjourn meeting.
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Agenda – Meeting of TRC and SMEs to Discuss/Summarize Technical Proposals

Agenda for Meeting to summarize and discuss technical proposals for DOT-ITN-19-9025-GH:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, recap and discussion among TRC and SMEs of vendors’ technical proposals.
- Adjourn meeting.

Agenda – Meeting of the TRC to Rank Vendors

Agenda for Meeting to Rank and/or Short List on DOT-ITN-19-9025-GH:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the evaluations of Initial Replies received will be summarized.
- Rank vendors evaluated from highest to lowest based on best value.
- Determine the order in which vendors will proceed into negotiations (via rank or random selection)
- Announce when the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

Agenda – Meeting of Negotiations Team and Selection Committee to Determine Intended Award

Agenda for Meeting to Summarize and Determine Intended Award for DOT-ITN-19-9025-GH: Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, recap and discussion among evaluation team(s) to determine “best value” Statewide and/or per District.
- Announce Proposer(s) determined to be “best value” Statewide and/or per District as the Intended Award(s).
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

4) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-reply conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

VENDORS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 16). All prospective vendors that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) **Florida Department of Financial Services (DFS) W-9 INITIATIVE**

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) **QUESTIONS & ANSWERS**

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by vendors will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

greg.hill@dot.state.fl.us, or mailed to FDOT Procurement Office, Greg Hill, 605 Suwannee St., MS20, Tallahassee, FL 32399.

Questions regarding administrative aspects of the procurement process should be directed to the Procurement Agent in writing at the address above or by phone: (850)414-4482.

4) CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply. All Addenda will be acknowledged by signature and subsequent submission of Addenda with reply when so stated in the Addenda.

5) BEST VALUE SELECTION & PUBLIC MEETINGS

The Department intends to contract with responsive and responsible Vendors whose proposals are determined by the Negotiations Committee to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include price, quality, design, and workmanship. **The Department reserves the right to award to multiple vendors on a geographical basis to ensure adequate Statewide and District coverage and availability of equipment.**

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Committee, Negotiations Committee, and/or Selection Committee. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

6) TECHNICAL REVIEW COMMITTEE (TRC) AND NEGOTIATIONS COMMITTEE

The Technical Review Committee (TRC) and the Negotiations Committee will each be composed of at least three (3) persons who collectively have experience and knowledge in contract procurement and the program area for which the commodities and/or contractual services are sought. Due to the complexity of certain procurements, the committee members are authorized to consult with Subject Matter Experts (SMEs) during the course of the procurement process for the purpose of gathering information. The team leader, usually the project manager, will ensure consistent documentation to facilitate and support a consensus decision for the intended award. A consensus decision is a collaborative general agreement among the members of the group that does not have to be unanimous but meets the concerns of all members as much as possible. The team leader will provide a short plain statement for the procurement file that explains the basis of vendor selection for the intended award and how the vendor's deliverables and price will provide the best value to the state.

7) SCOPE OF SERVICES

Details of the desired commodity/services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof. **The equipment being procured under this solicitation shall not include any motor vehicles as defined per Section 287.14(2), F.S.** Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

8) PRE-REPLY CONFERENCE: A PRE-REPLY CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.2 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

9.3 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21***, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Vendors are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Reply. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

11) CONTRACT DOCUMENT

PURCHASE ORDER

The MyFloridaMarketPlace "Purchase Order Terms and Conditions" ~~and the Department's "Purchase Order Terms & Conditions"~~ are attached hereto and made a part hereof. The terms and conditions

therein will become an integral part of each Purchase Order issued for this solicitation. In submitting a reply, the vendor agrees to be legally bound by these terms and conditions.

12) REVIEW OF VENDOR'S FACILITIES & QUALIFICATIONS

After the reply due date and prior to contract execution, the Department reserves the right to perform or have performed, an on-site review of the Vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the Vendor and may be used to determine whether the Vendor has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Vendor has financial capability adequate to meet the contract requirements.

Should the Department determine that the reply / proposed negotiations have material misrepresentations or that the size or nature of the Vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the reply / proposal.

13) PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to negotiate must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

14) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

15) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida

Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

16) RESPONSIVENESS OF REPLIES

16.1 Responsiveness of Replies

ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office. Replies will not be considered if not received by the Department on or before the date and time specified as the due date for submission.

16.2 Other Conditions

Other conditions which may cause rejection of replies include, but are not limited to, evidence of collusion among Vendors, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List.

17) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of the reply or a negotiation session only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

18) ATTACHMENT TO ITN SUBMITTALS - CONFIDENTIAL MATERIAL

The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Negotiate, Number DOT-ITN-19-9025-GH - Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.

19) COSTS INCURRED IN RESPONDING

This Invitation to Negotiate does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a reply or subsequent negotiations or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

20) MAIL OR DELIVER REPLIES TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Procurement Office
605 Suwannee Street, MS 20
Tallahassee, Florida 32399-0450
Attn: Greg Hill (850) 414-4482**

21) TECHNICAL PROPOSAL FORMAT AND CRITERIA INSTRUCTIONS

21.1 Format

Submit **one (unbound) original and five (5) copies, and one copy on CD/DVD** of your reply. Replies must be submitted in a sealed envelope/package that should be labeled with the ITN number and the opening date and time. It is the vendor's responsibility to assure that the reply is delivered to the proper place on or before the Reply Due date and time (See Introduction Section 2 Timeline). Replies which for any reason are not so delivered will not be considered.

21.2 Technical Proposal Criteria:

A) Utilizing TABLE A: Equipment List (attached to this ITN)

- Fill in the number of equipment units that you can provide in each District
If left blank, it will be assumed that vendor cannot deliver to that District
(also include company name and FEIN at the bottom of the Table)

B) Utilizing TABLES 1 – 7: Equipment List (attached to this ITN)

- Vendor shall provide preliminary Lease Price (monthly and 1 year), Lead Time (days After Receipt of Order) & Overage Fee for equipment in each District
(also include company name and FEIN at the bottom of the Table)

NOTE: Additional clarification or explanation for 21.2 A & B can be included with your written technical proposal submittal as a separate page.

C) PLEASE PROVIDE WRITTEN RESPONSES TO THE FOLLOWING (#1 – 9):

1. Describe your company's overall industry knowledge, qualifications, and prior relevant experience as it relates to similar lease programs.
2. Provide a detailed approach towards servicing equipment – for scheduled and non-scheduled maintenance.
3. Describe your company's policy regarding modifications or installation of accessories to the leased equipment.
4. Outline your company's policy regarding "authorized users" of the leased equipment.
5. Explain your policy concerning overage fees.
6. Explain your policy/procedure on extending the lease on equipment and/or returning leased equipment before the end of the lease term and leasing new equipment (e.g., returning a piece of equipment with high utilization for a newer piece of equipment).
7. Provide details regarding your equipment training procedures
8. Provide a copy of your proposed Standard Lease Agreement – to include: Terms and Conditions for, but not limited to, equipment damage, Warranty Information, Insurance, Equipment Manual Details, and Quantity of Keys.
9. Describe your company's ability to provide the "Internet Requirements" as required per Exhibit "A", Scope of Services.

21.3 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

22) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Vendors may modify submitted replies at any time prior to the reply due date. Requests for modification of a submitted reply shall be in writing and must be signed by an authorized signatory of the vendor. Upon receipt and acceptance of such a request, the entire reply will be returned to the vendor and not considered unless resubmitted by the due date and time. Vendors may also send a change in a sealed envelope to be opened at the same time as the reply. The ITN number, due date and time should appear on the envelope of the modified reply.

23) OPENING OF SEALED REPLIES

All reply openings are open to the public. Replies will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). The public may attend the opening but may not review any replies submitted until they become public records in accordance with Section 119.07, Florida Statutes.

24) PROPOSED NEGOTIATION PROCESS

The Department reserves the right to negotiate separately or concurrently with all responsive and responsible ranked vendors to determine best value of Statewide coverage and/or to determine best value per District, as set out below. The participating vendors should be cognizant of the fact that the Department, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that the Department determines such selection would be in the best interest of the state. Replies should be prepared to provide a straightforward, concise description of the vendor's ability to meet the requirements and to allow the Department to properly evaluate the vendor's reply.

Step 1) Interested vendors must submit the following to the "Procurement Agent" identified on the cover page by the date, time and location in the Timeline:

- **TABLE A**
- **TABLES 1 - 7**
- **Written Technical Proposal**

Step 2) There will be a public meeting of the Technical Review Committee (TRC) and the Subject Matter Experts (SME) for the purpose of evaluating the initial replies received timely and to discuss which vendors may best meet the requirements of the Department and are reasonably susceptible of entering into negotiations.

Step 3) The Technical Review Committee (TRC) will complete a written summary evaluation (Strengths and Weaknesses format) of each vendor's technical proposal response to the criteria addressed in the TECHNICAL PROPOSAL CRITERIA. A public meeting of the TRC will be held at the date, time and location in the Timeline to rank the vendors. The TRC will rank the vendors in order of preference and post the ranking in accordance with the law (see Special Condition 25), stating the Department's intent to negotiate and award a contract to the vendor (or vendors) determined to provide the best value of Statewide coverage and/or best value per District.

Step 4) Selected vendors will be scheduled to meet with the Negotiations Committee to review and negotiate both the vendor's technical and price proposals and discuss any issues or problems. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Department.

Step 5) Each individual on the Negotiations Committee will complete a written summary evaluation of each vendor's technical approach, capabilities, prior relevant experience, and price proposal.

Step 6) There will be a public meeting of the Negotiations Committee and the Selection Committee at the date, time and location in the Timeline to review the individual summary evaluations and make a recommendation of award to the Selection Committee. The Selection Committee will make a final selection or make a determination to repeat Step 4, if necessary. Recorded documentation of subsequent rounds will be retained in the procurement file.

Step 7) The Selection Committee will write a short plain statement for the procurement file that explains the basis for vendor (or vendors) selection(s) and how the vendor's deliverables and price will provide the best value to the state.

Step 8) - The intended award(s) will be posted in accordance with law (see Special Condition 25).

Step 9) - The Department will contract with the selected vendor or vendors.

25) POSTING OF SHORTLIST, RANKING AND / OR INTENDED AWARD

25.1 The Shortlist, Ranking and / or Intended Award, as applicable, will be made to the responsive and responsible vendor(s) which are determined to be capable of providing the best value and best meet the needs of the Department. The Shortlist, Ranking, or Intended Award decision will be announced at the date, time and location in the Timeline.

25.2 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any vendor who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3. If the Department is unable to post as defined above, the Department will notify all vendors by electronic notification on the Florida Vendor Bid System (see special condition 25.2, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

26) AWARD OF THE CONTRACT

The Department reserves the right to award to multiple vendors on a geographical basis to ensure adequate Statewide and District coverage and availability of equipment.

Services will be authorized to begin when the Vendor/Vendors receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) A Purchase Order issued by the Department, ~~or a Standard Written Agreement executed by both parties.~~

27) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

28) ATTACHED EXHIBITS/TABLES/FORMS

TABLE "A", Equipment List
EXHIBIT "A", Scope of Services
Exhibit 1 - EP Rents
Exhibit 2 - Herc Rentals
Exhibit 3 - Sunbelt Rentals

29) ATTACHED TERMS AND CONDITIONS

Exhibit "A" **Scope of Services**
Purchase Order Terms and Conditions
General Conditions (PUR 1000)
Instructions to Respondents (PUR 1001)

31) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Special Conditions
Scope of Services
Purchase Order Terms and Conditions
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Introduction Section

32) TERMS AND CONDITIONS

32.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this ITN by reference. Any terms and conditions set forth in this ITN document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this ITN:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

32.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this ITN by reference. Any terms and conditions set forth in this ITN document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this ITN:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

32.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

Exhibit 1 - EP Rents RENTAL AGREEMENT

month

30
Days
After

15
Month
later

1. **Rental.** Lessor leases to Lessee, and Lessee leases from Lessor, the following described equipment ("Equipment") owned by Lessor:
2. **Terms and Lease Payments.** The term of this agreement as to the equipment described above shall commence as of the date of this agreement for a specified term, noted on the front quote or invoice. A Period is defined as ~~30 days~~, a week is defined as 7 days and a day is a 24-hour rental period. ~~The stipulated rental rate on this Lessee to 40 hours/week, 1.26 hours per period or 8 hours per day.~~ The stipulated Lessee agrees to pay the 1st term's rental payment in advance for the equipment described above prior to any unit leaving EP Rents LLC's location. The subsequent rental term payments described above is due to Lessor on or before the new term begins. All payments shall be paid to Lessor at the address that Lessor shall specify in writing. Lease will continue until such time as the equipment described above is returned to Lessor in good condition or the option to purchase as described below has been exercised. Should the unit not be returned in operable condition, then the rent will continue until the unit is repaired, of which the Lessee is obligated to pay for the repair and rental.
3. **Taxes.** Lessee shall pay all required taxes, assessments and other governmental charges levied against the equipment or this lease agreement.
4. **Insurance.** Lessee agrees to procure and pay the premium for liability insurance, covering both damage to persons and property incurred during the use of the equipment, in the sum of \$1,000,000.00, with an insurance company satisfactory to Lessor. The insurance policy shall name both parties as insured parties. The insurance policy shall cover liability for any loss, damage, injury, or other casualty to persons or property caused or occasioned by or arising from any use of the equipment by or negligence of Lessee or any of Lessee's agents, servants, visitors, licensees, or employees during the lease term. The insurance policy also shall provide for full standard extended risk insurance covering damage to the equipment by fire, wind, storm, or other insurable casualties, in an amount equal to the full insurable replacement value \$(see first page). The equipment units described above must be listed on the policy. A copy of the insurance policy or a certificate of coverage shall be provided to Lessor at time of delivery and shall remain current. Lessor named additional insured and loss payee.
5. **Responsibility for Care, Use, and Maintenance of Equipment.**
 - (a) Lessee shall be responsible for all routine maintenance ~~including scheduled PM's~~ and shall be required to compensate Lessor for any loss sustained as a result of such failure. Lessee shall make all necessary repairs and adjustments at Lessee's expense if the repairs are a result of poor or abusive operations.
 - (b) Lessee agrees that the equipment will be operated by competent employees and will be used solely in the conduct of Lessee's business.
 - (c) Lessee agrees to locate the equipment and use it only in the ordinary course of Lessee's business. Lessee agrees not to remove the equipment from this location without first obtaining the written consent of Lessor unless such removal is temporary and in the course of Lessee's business operation.
 - (d) Lessee agrees not to change, alter, or remove, or permit to be changed, altered, or removed, any insignia, lettering, serial number, or model name on the equipment. If requested by Lessor, Lessee shall identify the equipment conspicuously with a sign or lettering indicating Lessor's ownership.
 - (e) In the event of any loss, theft, or destruction of all or any part of the equipment, or damage of it beyond repair, Lessee shall notify Lessor promptly and hold the equipment or any wreckage available for disposal.
 - (f) Lessee agrees not to permit others to use the equipment, for hire or otherwise, without first obtaining the written consent of Lessor.
 - (g) The Lessee shall observe all safety rules and other requirements of governmental bodies having jurisdiction and shall pay all fines due to lack of plates or permits, speeding, and similar charges that may be duly and lawfully imposed or assessed by reason of the Lessee's failure to comply with the rules, regulations, and orders for governmental bodies having jurisdiction.
 - (h) Lessee agrees to a maximum weekly usage rate of ~~NA~~ hours. Should actual hour amounts exceed the above maximum usage amounts, Lessee agrees to pay lessor \$125.00 per hour for each hour exceeding maximum usage amounts. Usage hours are determined by taking the total hours registered on the unit at the end of the lease period. Upon receipt of the equipment Lessee agrees to notify lessor the amount of hours registered on the unit if hours are different than amounts stated in this agreement. Hours registered on the unit are (Noted on the first page) hours (on aux motor or PTO A).
6. **Liability.** Lessee shall indemnify and save Lessor harmless from any and all loss or damage to any unit of equipment and from all loss, damage, claim or expense arising out of the use, delivery, maintenance or storage of the equipment, including any claim of damages for injury to the person or property of any person and shall notify Lessor immediately of loss or damage to the equipment or claim of damages for injury to the person or property of any person and shall notify Lessor immediately of loss or damage to the equipment or claim of damages or injury by any other person. Such duties of Lessee herein are not limited by the amount of any insurance that may be in effect in the event of such loss.
7. **Ownership.** The equipment is, and shall at all times remain, the sole and exclusive property of Lessor; Lessee shall have no right, title, or interest in it except as expressly set forth in this lease.
8. **Personal Property.** The equipment is, and shall at all times remain personal property and shall not become a fixture or become a part of the real estate upon which it is located.
9. **Assignment Subletting.** Lessee agrees not to assign, mortgage, encumber, sublease, or transfer the leasehold interest in the equipment granted under this lease without first receiving the prior written consent of Lessor.
10. **Quiet Enjoyment.** Lessor covenants and agrees with Lessee that if Lessee performs all of the conditions and covenants in this lease, Lessee shall peaceably and quietly hold, possess, and use the Equipment, excepting Lessor may, for the purpose of inspecting the equipment, at all reasonable times enter upon any job, building or place where the equipment is located and may remove the equipment forthwith, without notice to Lessee, if the equipment is in the opinion of Lessor, being used beyond its capacity or is being improperly cared for or abused.
11. **Security Interest.** The parties specifically intended that the equipment is being leased and not intended to be a sale or purchase. In the event there is any claim that the lease actually is a sale, then Lessee grants Lessor a security interest in the equipment.
12. **Delays in Delivery of Lease Equipment.** Lessor shall not be liable for any delay in furnishing equipment leased hereunder. Lessee shall not be liable to Lessor for the lease charges provided herein with respect to any equipment which Lessor is unable to deliver as required hereunder, for any periods which such equipment is unavailable to Lessee by reason of such delay on the part of Lessor.
13. **Default.** If Lessee (1) defaults in making any payment under this lease or violates or fails to perform any of the terms and provisions contained in this lease, or (2) becomes insolvent, files a petition in bankruptcy, has a receiver appointed, executes an assignment of rite benefit of creditors, ceases doing business as a going concern, has a writ of attachment, garnishment, execution, or other legal process issued against Lessee, the equipment, or any of Lessee's other property, or attempts to remove, sell, transfer, encumber, sublet, or part with possession of the equipment, the Lessor or its agents may, without demand or notice, terminate this lease agreement and enter, with or without process of law, into any premises of or under the control or jurisdiction of Lessee or any agent of Lessee where the equipment may be and take possession of the equipment, and may disconnect and separate the equipment from any other property using all necessary force permitted by law. Lessee expressly waives all further rights to possession of the equipment and all claims for injury suffered through or loss caused by the repossession.
14. At the termination of the lease agreement, and provided that the Lessee has not exercised its purchase option, the Lessee shall return the equipment to the Lessor at any EP Rents, LLC location with all costs of delivery being born by the Lessee. BEFORE RETURNING THE EQUIPMENT, IT MUST BE CLEANED AND SERVICED PER THE LEASE AGREEMENT, IF NOT A CLEANING FEE OF \$750.00 WILL BE CHARGED. Should Lessee fail to pay period rent payments, and/or fail to carry out any other term or condition of the agreement, Lessor may terminate this lease. In the event Lessor terminates this Lease, Lessor shall be entitled to any remedy available under the laws of the state of Florida. Street Sweeper Rentals should be returned with full brooms or a charge will incur.
15. **Litigation.** Neither party may bring an action at law or equity for the enforcement of any terms or conditions herein without first having submitted such controversy or dispute to mediation according to the rules of procedure as they now exist or may be amended from time to time in force under the Florida Rules of Civil Procedure.
16. **Attorneys' Fees.** If any party to this Agreement shall be required to employ attorneys to enforce or defend its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, including attorneys' fees at the appellate level and in any bankruptcy proceedings.
17. **Miscellaneous.** Any notice provided for in this agreement shall be deemed sufficiently given if mailed to the other party at the address set forth above or at any other address specified in a written notice given by either party to the other by Registered Mail. Lessee will not change or remove any insignia or lettering on the equipment which identifies Lessor's ownership. This agreement contains the entire understanding between Lessor and Lessee with respect to the equipment and any agreement or representation not contained herein shall be of no force or effect whatsoever. The waiver of any breach of any term or condition of this agreement shall not be construed as a waiver of any subsequent breach of a term or condition hereof, and all of the terms and conditions of the agreement shall continue in effect as if no such waiver had been made.
18. This agreement and any documents executed simultaneously herewith are the result of negotiation by and between the respective parties hereto, and it is agreed that in the event any litigation arises under this agreement, strict construction of its term shall not be adopted against any party by reason of having drafted or prepared this agreement, it being acknowledged that the parties took part in the negotiation and preparation of this agreement. The language used in this agreement will be construed according to the fair and usual meaning of the language, and will not be strictly construed for or against either party.
19. **Notices.** Any notice specified in this lease shall be deemed properly given if delivered in writing personally or by certified mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing.
20. **Severability.** If any provisions of this lease are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.
21. **Headings.** The headings contained in this lease for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this lease.
22. **Binding Effect.** This lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, administrators, successors, and assigns.
23. **Governing Law.** This lease agreement shall be subject to and governed by the laws of the state of Florida and the parties consent to the exclusive jurisdiction of the Florida courts over this agreement and over the personal jurisdiction of the parties in any proceeding to enforce this agreement.
24. **Counterparts.** This lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
25. **Gender and Number.** As used in this lease, unless the context clearly indicated the contrary, the singular numbers shall include the plural, the plural the singular, and the use of any gender or neuter shall be applicable to all genders and neuters.
26. **Mutual Waiver of Subrogation.** In the event of loss to equipment Lessor and Lessee mutually waive their rights of subrogation and recovery against each other, their officers, agents, employees, sublessee, or other persons under their control, to the extent they are insured or are required to carry insurance, and to the extent said loss is paid by insurance.
27. **Fuel Receipts.** The mileage and fuel log must account for all distance traveled and all fuel received. If this reporting is not completed in full, you will be charged \$0.50 per mile that the unit was driven during your rental period. A Fuel Tax Reporting form has been supplied. Fuel receipts are due weekly. They are to be sent to chaeae@epofc.com

MASTER LEASE AGREEMENT

This Agreement, dated this ___ day of _____, 20____ by and between Herc Rentals Inc. ("Herc"), a Delaware corporation, having a principal place of business at 27500 Riverview Center Blvd, Bonita Springs, Florida, 34134 and _____ ("Customer"), a _____ corporation, having a principal place of business at _____.

WITNESSETH:

WHEREAS, Customer rents tools, construction and heavy equipment from Herc from time to time, and

WHEREAS, Herc and Customer intend to enter into lease transaction(s) pursuant to this Master Lease Agreement (the Agreement) and attached Pricing Schedule which shall control any and all equipment leases transacted between Herc and Customer,

NOW THEREFORE, Herc and Customer mutually agree as follows:

- PURPOSE AND TERM.** The foregoing recitals are incorporated by reference as if fully set forth herein. The terms and conditions of this Agreement shall control the lease of the Equipment between the parties and shall supersede any and all other written terms and conditions, including but not limited to lease agreements or any purchase orders issued by either party. The term of the Agreement shall be for a period of [Term of Agreement]. Either party may terminate the Agreement at any time, upon thirty (30) days prior written notice to the other. Each individual lease transaction shall be for no more than a 4 week lease term. To the extent that a lease term would exceed four weeks, each lease term shall be deemed to be multiple, automatically renewing, recurring and uninterrupted four-week (or any relevant part thereof) leases, with each successive lease being governed by these terms and conditions. Should there be multiple, consecutive 4 week leases, any responsibility of a party hereunder relating to or associated with the end of the lease term shall become effective at the end of the final lease term and the computation of the hours of operation for the purpose of Paragraph 4 will be computed by averaging the hours of operation over all the consecutive Lease Terms.
- NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating lease transactions, which allow Customer to use the Equipment as permitted by this Agreement. Customer represents that the Equipment herein is to be used solely and exclusively for business or commercial purposes. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer the Equipment or any rights or obligations under this Agreement. Any attempted transfer of the Equipment by anyone other than Herc is void. Neither Customer nor any Authorized Operators are agents of Herc. No one may perform major service or repair or alter the Equipment without Herc's prior written approval except for emergencies, which threaten life, property, or production. Customer remains responsible for lubrication and readiness checks as set forth in Paragraph 5. below. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify and hold Herc harmless from all loss, liability and expense by reason thereof.
- WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators"), may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, and Customer's contractor employees during the course of performing work. Customer and all Authorized Operators must be properly qualified to operate the Equipment and have a valid operator's license with respect to the Equipment where required by law. **USE OF THE EQUIPMENT BY PERSONS OTHER THAN AS PROVIDED FOR IN THIS PARAGRAPH WILL BE AT CUSTOMER'S SOLE RISK.**
- RENTAL CHARGES** Customer and Herc hereby agree to the equipment and pricing as detailed on the Pricing Schedule to the Agreement. Any equipment that is ordered locally at a Herc branch or other such location, that is not on the list of equipment in the Pricing Schedule of the Agreement will be negotiated locally at time of lease, up to an amount not to exceed the then-current list price as published at HercRentals.com. Customer agrees to be liable for all payments due for such local leases. Customer will pay Herc on demand at the originating Herc branch, or such other location as Herc may instruct Customer to make payments, all lease, time, mileage, service, transportation, refueling service, and other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorneys' fees, incurred in collecting same. Any hourly charges shall only be applicable during the first

24 hours in which the Equipment is in the care, custody or control of Customer. Thereafter, the daily, weekly or four-week rate, as applicable, will apply. The daily, weekly and the four-week lease 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 week). Use in excess of one shift will be payable at the hourly rate of 1/ 16th of the daily charge (for a daily lease), 1/80th of the weekly lease (for a weekly lease) and 1/320th of the 4-week charge (for a 4-week lease); plus applicable taxes. The immediately preceding provision does not apply to occasional (two (2) hours or less) equipment use required to complete work already begun during either a 1 or 4 week lease term. All charges are subject to a final audit by Herc. Leases are F.O.B. the originating Herc branch unless otherwise specified. Customer will pay reasonable shipping charges, but not transit damages, from such branch to the Delivery Address and return. All rates for leases in excess of 4 weeks are subject to change upon thirty (30) days' notice in writing. Charges not paid on time, as required by this Agreement, may be subject to a reasonable late payment fee. Customer may also be charged a reasonable fee for any method of payment used for payment hereunder that is returned unpaid.

5. **CUSTOMER'S RESPONSIBILITIES.** Customer must return the Equipment to Herc in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The Equipment must be returned to Herc at the Herc branch from which it was rented. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the time the equipment is returned. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used solely in Customer's business. Customer shall notify the renting branch by telephone or fax, prior to any equipment movements between Customer's job sites. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will promptly notify Herc of any accident, damage or failure involving the Equipment and will reasonably cooperate with Herc in gathering information in connection therewith. Customer will perform or cause to be performed lubrication and readiness checks of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of this Agreement insurance meeting the requirements set forth herein, for the benefit of Herc.

6. **RISK OF LOSS.** All loss of or damage to the Equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Herc, while on lease and in Customer's care, custody or control, including, but not limited to exposure of Equipment to harsh environments that may cause water and/or salt intrusion, rust or damage to Equipment, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice, therefor. Customer also agrees to notify a Herc representative before any modification is done to the equipment, including but not limited to welding or drilling holes. Customer further agrees that, without consent from Herc, any modification to the equipment will be evaluated by Herc upon its return and is subject to repair costs as determined at Herc's sole discretion. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the Equipment at the time it is lost or damaged, less its salvage value. **THE COST OF LABOR FOR SUCH REPAIRS WILL BE EITHER Herc's THEN PREVAILING REASONABLE HOURLY RATE FOR LABOR, POSTED AT THE Herc BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S REASONABLE HOURLY RATE FOR LABOR CHARGED TO Herc FOR SUCH REPAIRS, AS THE CASE MAY BE.** Parts will be charged to Customer at Herc's cost as reasonably charged to Herc by the supplier or repairer, as the case may be. Use of the Equipment by persons other than as provided for in Paragraph 3 herein will be at Customer's sole risk. Customer and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Herc by reason of any property left, or stored, by Customer or any other person in or upon the Equipment, and further agree to indemnify and hold harmless Herc, its subsidiary and affiliated companies, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including but not limited to reasonable attorneys' fees, arising out of such loss and damage to the extent such loss or damage is not the result of latent defect(s), fault or negligence of Herc. In the event of concurrent responsibility, each party shall share equally in the defense and indemnity cost.

7. **EVENTS OF DEFAULT.** After thirty (30) days' notice from Herc and an opportunity to cure, Customer shall be in default of this Agreement if Customer fails to pay any uncontested rent when due or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer. Customer will further be deemed to be in

default if the Equipment is used: (a) to carry persons for hire; (b) to carry persons other than Authorized Operators or helpers employed by Customer (unless authorized by Herc), all of whom will ride only within the cab of the Equipment, and then only if such carriage is lawful; (c) to transport property for hire unless Customer obtains all necessary permits and licenses; (d) in violation of any law or ordinance; (e) in any race, test, or contest; (f) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission; (g) for the carrying or hauling of explosives or other hazardous material in a manner inconsistent or in violation of applicable laws, rules or regulations; (h) in violation of Paragraphs 4 or 5 above or (i) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity of the Equipment.

8. **REMEDIES OF Herc.** In case of default by Customer, or if Herc deems itself insecure, Herc may peaceably enter the premises after reasonable notice to the manager of the facility where the Equipment is located and render it inoperative or remove same.

9. **CUSTOMER'S INSURANCE OBLIGATION.** Customer shall obtain, and shall provide to Herc certificates evidencing the following insurance coverage: (a) workers' compensation insurance with statutory limits and employer's liability insurance with limits of at least \$1,000,000; (b) commercial general liability insurance having a limit of at least \$1,000,000 per occurrence bodily injury and property damage, including contractual liability with no exclusions for explosion, and collapse and underground hazard coverage; (c) business automobile liability insurance having a limit of at least \$2,000,000 per occurrence for bodily injury and property damage, including but not limited to coverage for owned, hired and non-owned automobiles. This insurance shall be primary for all purposes and shall contain standard cross liability provisions. All insurance policies shall be endorsed to add Herc as an additional insured, except for workers' compensation and employer's liability policies, and shall include waivers of any right of subrogation of the insurers against Herc, its officers, directors, employees and subcontractors of all tiers. Additionally, Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance in an amount adequate to cover any damage to, or loss of, the equipment being rented under this Agreement. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody and control. Customer will, on demand, furnish Herc a Certificate of Insurance evidencing such insurance and endorsed to provide that such insurance may not be canceled or materially modified except on thirty (30) days prior written notice to Herc except for non-payment which shall be ten (10) days. The amount, terms and conditions of the insurance required herein must be acceptable to Herc. Customer agrees to abide by all of the terms and conditions of such insurance. Herc's acceptance of Customer's Certificate(s) of Insurance will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligation under this Agreement. The aforesaid Customer insurance obligation will not in any way limit the ultimate Customer liability hereunder.

10. **LEASE PROTECTION PLAN OPTION.** The "Lease Protection Plan" option ("LPP") is not insurance; it is an option that Herc offers Customer to limit Customer liability for loss or damage to the Equipment that Customer has rented from Herc. If Customer does not accept LPP when offered by Herc, Customer is responsible to cover the Equipment with insurance as set forth below and pay to Herc the Full Value of the Equipment at the time it is lost or damaged. The benefit from this LPP is limited by the deductible and excludes the specific conditions or events shown in subparagraph (b).

(a) If Customer complies with this Agreement, including the provisions of Sections 2 and 3, and if Herc in its discretion has offered to Customer, and Customer has accepted LPP, then Herc agrees to waive, to the extent specified in this Section 10, Customer responsibility for loss of or damage to the Equipment to the extent that it exceeds the deductible shown on the lease record. Customer is responsible under this Agreement for the loss of or damage to the Equipment up to the amount of the "deductible" for the LPP. This may change if Customer extends or shortens the duration of Customer lease or if Customer adds equipment to the lease. Customer can only accept LPP at or prior to the beginning of the lease term. **Notwithstanding any notation on the lease record, LPP is not offered on or available for the lease of a passenger motor vehicle.**

(b) NOTWITHSTANDING CUSTOMER ACCEPTANCE OF LPP, CUSTOMER'S RESPONSIBILITY FOR LOSS OR DAMAGE WILL NOT BE LIMITED BY SUBPARAGRAPH (a) TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM AN AUTHORIZED OPERATOR'S OR ANY PERSON'S NEGLIGENCE OR FROM:

(i) striking an overhead object with the Equipment;

(ii) vandalism, malicious mischief, theft or conversion of the Equipment, unless an Authorized Operator promptly files with the applicable public authorities (and promptly provides to Herc) a formal written theft, vandalism or conversion report;

(iii) leaving keys, if any, in the Equipment while that Equipment is not locked or otherwise secured, regardless of whether or not a report was filed pursuant to Section 10(b)(ii);

(iv) exposure to corrosive materials;

(v) overloading of a boom, exceeding rated capacity of equipment;

(vi) Customer failure to perform any of Customer obligations under this Agreement

(vii) damage due to acts of God, such as floods, wind, storms or earthquakes;

(viii) Damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment;

(ix) Damage to motor vehicles without a police report; or

(x) Damage to passenger vehicles such as SUV's or vans.

(c) In the event of loss or damage to the Equipment, Customer is required to cooperate with Herc's investigation of any incident involving the Equipment, and complete an RPP Incident Report.

(d) LPP IS OPTIONAL, AND CUSTOMER NEED NOT ACCEPT IT IF Herc OFFERS IT TO CUSTOMER. TO THE EXTENT Herc DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT LPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY SECTION 9 OF THIS AGREEMENT. If Customer elects to maintain insurance coverage, and the certificate of insurance Customer provides to Herc to evidence Customer's insurance coverage is unacceptable to Herc or the applicable policies expire, Customer agrees that Herc may charge LPP for Customer leases until such time as Customer provides an acceptable and valid certificate of insurance and such matters are corrected to Herc's reasonable satisfaction.

11. **CUSTOMER'S OBLIGATION TO INDEMNIFY.** Customer will defend, indemnify and hold harmless Herc, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, with respect to maintenance, use, possession, operation, erection, dismantling, servicing or transportation of the Equipment, or Customer's failure to comply with the terms of this Agreement.

12. **Herc'S OBLIGATION TO INDEMNIFY.** Herc will defend, indemnify and hold harmless Customer, its subsidiaries, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Customer, as a result of any defects in the Equipment or Herc's negligent maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment, or Herc's failure to comply with the terms of this Agreement.

13. **CUSTOMER'S COMPLIANCE WITH LAW.** Customer will, at its expense, comply with all federal, state and local laws and regulations affecting the Equipment and its use, operation, erection, design and transportation, including without limitation, licensing and building code requirements and will defend, indemnify and hold Herc harmless from all loss, liability or expense resulting from Customer's actual or alleged violations of any such laws, regulations or requirements.

14. **Herc'S COMPLIANCE WITH LAW.** Herc will, at its expense, comply with all federal, state and local laws and regulations affecting the Equipment and its use, operation, erection, design and transportation, including, without limitation, licensing, OSHA and ANSI requirements and will defend, indemnify and hold Customer harmless from all loss, liability or expense resulting from Herc's actual or alleged violations of any such laws, regulations or requirements.

15. **NOTICE OF LOSS OR ACCIDENT.** In the event of the loss or theft of or damage to the Equipment, Customer agrees to notify Herc by telephone, and thereafter to report in writing to Herc and the public authorities (where required by law) all reasonable information deemed relevant thereto by Herc. Customer will cause its agents and employees to give Herc and the public authorities proper and full information and reasonable assistance in the investigation and prosecution of any matter resulting from said loss theft or damage.

16. **WARRANTIES AND REMEDIES.** Herc warrants that the equipment, upon delivery to Customer, to be in good mechanical and merchantable condition. Customer acknowledges having reasonably examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement if Customer does not notify Herc in writing within 48 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will notify Herc within 48 hours of delivery, whereupon Herc will suitably replace the Equipment as soon as is reasonably possible during Customer's normal operations. Customer's payment obligations shall commence on delivery of the replacement equipment or the repaired equipment. If Herc removes the equipment, it shall no longer be subject to the Agreement. Customer shall pay to Herc all amounts due for damage to equipment which is the responsibility of Customer. Customer agrees to provide reasonable access to the equipment to Herc's representatives. **The foregoing is in lieu of (i) all warranties, express, implied or statutory, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose; and of (ii) all obligations or liability on the part of herec for damages. Customer waives all indirect, incidental and consequential damages arising out of or in connection with the renting, maintenance, use, operation, storage, erection, dismantling or transportation of the equipment.**

17. **FORCE MAJEURE/INFRINGEMENT.** Any failure of performance by Customer or Herc due to causes beyond Customer or Herc's reasonable control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of suppliers, will not be deemed to be a default by Customer or Herc

18. **LATE PAYMENT FEE.** Should Customer fail to pay any invoice, other than contested amounts, to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee of 1.8% per month or the maximum permitted by law, whichever is less, to Herc on such delinquent payment until fully paid.

19. **REFUELING OPTIONS.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer may return the Equipment with full fuel tanks(s) or allow Herc to refuel the Equipment. If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then-applicable refueling service charge posted at the Herc branch where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

20. **ATTORNEYS' FEES.** In the event of any action to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to reasonable attorneys' fees in addition to all other costs and expenses allowed by law.

21. **MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms hereof will be effective as against Customer or Herc unless same is in writing and signed by a duly authorized officer of Customer or Herc. Customer's and Herc's execution of this instrument and/or acceptance of delivery of any part of the Equipment to be furnished hereunder shall constitute Customer's and Herc's acceptance of all of the terms and conditions contained herein. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Delaware (the “Delaware Courts”) for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this instrument as of the day and year first above set forth.

ATTEST:

CUSTOMER

(“Customer”)

By: _____

Title: _____

Date: _____

ATTEST:

HERC RENTALS INC.

(“Herc”)

By: _____

Title: _____

Date: _____

Exhibit 3 - Sunbelt Rentals

SUNBELT ADDITIONAL TERMS AND CONDITIONS

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

For operations in Connecticut: Waiver of hearing and notice: The parties acknowledge that this Contract constitutes a commercial transaction as such term is used and defined in Chapter 903a of the Connecticut General Statutes, Sec. 52-278a et seq., and the Customer hereby expressly waives any and all rights which may be conferred upon it by said statutes to any notice or hearing prior to a pre-judgment remedy.

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Exhibit 3 - Sunbelt Rentals

SUNBELT ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, are properly trained to use the Equipment and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers, employees or anyone signing this Contract on its behalf. "Equipment" is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories and all future Equipment called. "Incident" is any fire, collision, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. Equipment is considered "Lost" when it is either stolen, its location is unknown or Customer is unable to recover it for a period of 30 days. "MSLP" is the Equipment manufacturer's suggested list price on or about the date of the Incident relating to the Equipment. "One Shift," means not more than 8 hours per day and 40 hours per week. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period (identified on the front side hereof). "Store" is the Sunbelt location identified on the front side hereof. "Sunbelt" is Sunbelt Rentals, Inc. "Sunbelt Entities" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents.

2. **TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract and all of its terms. Customer's execution of this Contract or taking possession of the Equipment shall be deemed acceptance of the terms herein. All of the terms herein (including on the front side of this Contract) are incorporated into this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. Customer rents the Equipment from Sunbelt pursuant to this Contract. Customer shall pay Sunbelt the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Sunbelt as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.

3. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer shall inspect the Equipment to confirm that it is in good condition, without defects, including readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is Lost, damaged, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment; (g) the Equipment's use shall be in a careful manner, in compliance with all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational safety equipment or instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic); or (e) allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges and rental of the Equipment until the repairs are completed. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Contract. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein the rental rate for Equipment until the repairs are completed. Equipment replaced plus either (i) the MSLP or (ii) the full charges of repair of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.

7. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of those that do. **SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.**

8. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF, ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED BY ACCOUNTING WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION, LIABILITY, AND TO THE EXTENT APPLICABLE, CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.**

9. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) property insurance against loss with all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for at the time of rental; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10. **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment: (a) 10% of the MSLP for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for repairs; and (d) nothing if the rental charges which would otherwise accrue during the period when damaged or destroyed equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the damaged or destroyed equipment is being repaired or replaced by Sunbelt or Lost Equipment does not apply. The RPP is NOT INSURANCE and does not protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (W) due to intentional misuse; (X) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (Y) due to Acts of God, such as floods, wind, storms or earthquakes; and (Z) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE**

LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11. **RENTAL RATES.** The total charges specified in this contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, in addition to all rental rates and other charges shown in this Contract, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel on on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these as revenue and uses them at its discretion.

12. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay, upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/coupon or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on this Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

13. **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14. **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and with any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15. **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administrative costs, etc. To help defray these and other costs, Sunbelt charges an environmental fee, plus applicable taxes thereon in connection with certain rentals. The fee is not a tax or governmentally mandated charge. The fee is not designated for any particular use or placed in an escrow account, but is a fee that Sunbelt collects as revenue and uses at its discretion.

17. **FUEL.** Fuel for Equipment that uses fuel, Customer has three options: (a) **Prepay ("No Sweat") Fuel Option** - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option** - If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) **Return Full Option** - If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling equipment itself will generally be lower than the Prepay ("No Sweat") Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling.

18. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES' OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

19. **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

20. **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

21. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

22. **GOVERNING LAW.** The parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

23. **MISCELLANEOUS.** This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to initiate strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (a) they both have full authority to execute, deliver and perform this Contract and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange, and Customer shall make the party "Sunbelt Rentals Exchange, Inc."

FLORIDA DEPARTMENT OF TRANSPORTATION FUEL SITE LIST

District	Location Code	Location Name	Physical Address	County	City	State	Zip	PHONE NO.	OPEN TIME OR "CLOSED"	GAS TYPES	SHOP LOCATION
1	SF506	Cape Coral	2981 NE Pine Island Rd.	Lee	Cape Coral	FL	32059	239/656-7800	7AM-5:30PM, MON-THURS	E10, D	312-Ft. Myers Shop
1	SF509	Labelle	880 W Cowboy Way	Hendry	Labelle	FL	33935	863/674-4027	7AM-5:30PM, MON-THURS	E10, D	313-LaBelle Shop
1	SF510	Bartow	2740 Hwy 60 West	Polk	Bartow	FL	33831	863/519-4300	7AM-5:30PM, MON-THURS	E10, D	310-Bartow Shop
1	SF511	Sebring	4722 Kenilworth Blvd.	Highlands	Sebring	FL	33870	863/386-6104	7AM-5:30PM, MON-THURS	E10, D	311-Sebring Shop
1	SF512	Arcadia	1190 W Oak St.	DeSoto	Arcadia	FL	34266	863/993-4634	7AM-5:30PM, MON-THURS	E10, D	315-Arcadia Shop
1	SF542	Manatee	14000 E. SR64	Manatee	Bradenton	FL	34212	941/708-4400	7AM-5:30PM, MON-THURS	E10, D	314-Manatee Shop
2	SF514	Gainesville	5301 NE 39th Ave.	Alachua	Gainesville	FL	32609	352/381-4300	24 HRS, MON-SUN	E10, B5	321-Gainesville Shop
2	SF515	Lake City Dist Office	1109 S Marion	Columbia	Lake City	FL	32055	386/961-7180	24 HOURS, MON-SUN	E10	
2	SF516	Lake City Maint	724 NW Lake Jeffery Rd.	Columbia	Lake City	FL	32055	386/758-3700	24 HOURS, MON-SUN	E10, B5	322-Lake City Shop
2	SF517	Perry	657 Plantation Rd.	Taylor	Perry	FL	32347	850/838-5800	24 HRS, MON-SUN	E10, B5	323-Perry Shop
2	SF518	Jacksonville	838 Ellis Rd.	Duval	Jacksonville	FL	32205	904/360-5200	24 HRS, MON-SUN	E10, B5	324-Jacksonville Shop
2	SF519	Chiefland	1820 S Young Blvd.	Levy	Chiefland	FL	32626	352/493-6075	24 HRS, MON-SUN	E10, B5	326-Chiefland Shop
2	SF522	St Augustine	3600 DOT Road	ST. Johns	St Augustine	FL	32084	904/825-5036	24 HRS, MON-SUN	E10, B5	327-St. Augustine Shop
3	SF500	Midway	17 Commerce Blvd.	Gadsden	Midway	FL	32343	850/922-7900	24 HRS. MON-SUN (KEY GATED)	E10, D	332-Midway Shop
3	SF501	Milton	6025 Old Bagdad	Santa Rosa	Milton	FL	32583	850/981/2846	24 HRS. MON-SUN (KEY GATED)	E10, D	335-Milton Shop
3	SF502	Marianna	2956 State Correctional Rd.	Jackson	Marianna	FL	32448	850/718-3800	6:30AM-5PM, MON-THURS	E10, D	333-Marianna Shop
3	SF503	Ponce de Leon	1723 Sunrise Circle	Holmes	Ponce de Leon	FL	32455	850/836-5700	24 HRS. MON-SUN (KEY GATED)	E10, D	330-Ponce De Leon Shop
3	SF504	Chipley	1074 Highway 90	Washington	Chipley	FL	32428	850/638-0250	24 HRS. MON-SUN (KEY GATED)	E10, D	336-Chipley Shop
3	SF505	Panama City	3633 Highway 390	Bay	Panama City	FL	32405	850/767-4990	24 HRS. MON-SUN (KEY GATED)	E10, D	331-Panama City Shop
4	SF524	Ft Lauderdale	5548 NW 9th Ave.	Broward	Ft Lauderdale	FL	33309	954/776-4300	OPEN 24 HR MON-SUN	E10, D	341-Broward Shop
4	SF525	Ft Pierce	3601 Oleander Ave.	St. Lucie	Ft Pierce	FL	34984	772/465-7396	24 HOURS, MON-SUN	E10, D	340-Treasure Coast Shop
4	SF526	Davie	14200 W State Rd. 84	Broward	Davie	FL	33325	954/677-7100	7:30AM-5:00PM, MON-FRI	E10	
4	SF527	Stuart Yard	3590 SW Martin Hwy.	Martin	Palm City	FL	33497	772/221-4078	7AM-5:30PM, TUE-FRI	E10, D	
4	SF528	West Palm Beach	7900 Forrest Hill Blvd.	Palm Beach	West Palm Beach	FL	33413	561/432-4966	24 HOURS, MON-SUN	E10, D	346-Palm Beach Shop
5	SF529	Cocoa	555 Camp Rd.	Brevard	Cocoa	FL	32927	321/634-6046	7AM-4PM, MON-FRI	E10, D	350-Cocoa Shop
5	SF530	Deland	1650 N Kepler Rd.	Volusia	Deland	FL	32724	386/740-3428	7AM-5PM, MON-FRI	E10, D	351-Deland Shop
5	SF531	Leesburg	1405 Thomas Ave.	Lake	Leesburg	FL	32748	352/326-7710	7AM-5:30PM, MON-FRI	E10, D	352-Leesburg Shop
5	SF532	Orlando	420 W. Landstreet	Orange	Orlando	FL	32824	407-384-4650	7AM-5PM, MON-FRI	E10, D	354-Orlando Shop
5	SF533	Ocala	627 NW 30th Ave.	Marion	Ocala	FL	34475	352-620-3031	7AM-5:30PM, MON-FRI	E10, D	355-Ocala Shop
5	SF534	Oviedo	2400 Camp Rd.	Seminole	Oviedo	FL	32765	407/249-4288	7AM-5PM, MON-FRI	E10, D	353-Oviedo Shop
6	SF535	Miami Dist Office	1000 NW 111th Ave.	Miami Dade	Miami	FL	33172	305/470-6713	7:00AM-5:00PM, MON-FRI	E10	363-District Office Shop
6	SF536	Miami South Dade	14655 SW 122nd Ave.	Miami Dade	Miami	FL	33186	305/256-6369	24 HRS. MON-SUN	E10, D	360-South Dade Shop
6	SF537	Miami North Dade	1773 NE 205th. Street	Miami Dade	Miami	FL	33179	305/654-7163	24 HOURS, MON-SUN	E10, D	361-North Dade Shop
7	SF538	Tampa Dist Office	11201 McKinley Dr.	Hillsborough	Tampa	FL	33612	813/975-6267	24 HOURS, MON-SUN	E10	
7	SF539	Tampa Maint	2820 Leslie Rd.	Hillsborough	Tampa	FL	33619	813/612-3200	24 HRS. MON-SUN (KEY GATED)	E10, D	376-Tampa Shop
7	SF541	Brooksville	16415 Springhill Dr.	Hernando	Brooksville	FL	34609	352/848-2600	24 HRS. MON-SUN (KEY GATED)	E10, D	378-Brooksville Shop

U=UNLEADED D=DIESEL B5=BIO-DIESEL 5% B20=BIO-DIESEL 20% E10=ETHANOL 10% E85= ETHANOL 85% *UNLEADED 24 HOURS A DAY DIESEL 7AM-5:30PM MON-THURS

TOTAL NUMBER OF DEPARTMENT FUEL FACILITIES STATEWIDE IS 36

EXHIBIT B DISTRICT MAP



District 1

SOUTHWEST FLORIDA

- Major cities: Arcadia, Bartow, Fort Myers, Lakeland, Naples, North Port, Sarasota, Sebring, and Venice.
- Counties: Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota.

District 2

NORTHEAST FLORIDA

- Major cities: Gainesville, Jacksonville, Lake City, Palatka, Perry, Saint Augustine, and Starke.
- Counties: Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, and Union.

District 3

NORTHWEST FLORIDA

- Major cities: Apalachicola, Chipley, Crestview, Fort Walton Beach, Marianna, Panama City, Pensacola, Quincy, and Tallahassee.
- Counties: Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington.

District 4

SOUTHEAST FLORIDA

- Major cities: Belle Glade, Boca Raton, Fort Lauderdale, Fort Pierce, Hollywood, Pompano Beach, Royal Palm Beach, Stuart, Vero Beach, and West Palm Beach.
- Counties: Broward, Indian River, Martin, Palm Beach, and St. Lucie.

District 5

CENTRAL FLORIDA

- Major cities: Daytona Beach, DeLand, Melbourne, Merritt Island, Ocala, Orlando, and Titusville.
- Counties: Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia.

District 6

SOUTH FLORIDA

- Major cities: Coral Gables, Hialeah, Key West, and Miami.
- Counties: Miami-Dade and Monroe.

District 7

WEST-CENTRAL FLORIDA

- Major cities: Brooksville, Clearwater, Dunedin, Largo, New Port Richey, St. Petersburg, and Tampa.
- Counties: Citrus, Hernando, Hillsborough, Pasco, and Pinellas.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Florida Statutes
287.135

375-030-60
PROCUREMENT
OGC – 07/18

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____