

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
SUNBELT RENTALS, INC.
FOR RENTAL EQUIPMENT, PRODUCTS, AND RELATED SERVICES
60000067-27-C**

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell, a State of Minnesota local government agency and service cooperative issued a Request for Proposals (RFP) No. 040924 for Equipment Rental, Products, and Related Services by posting the solicitation on Sourcewell's Procurement Portal at least ten days before the proposal was due.

C. On October 04, 2024, based on the results of the competitive process, Sourcewell awarded a contract with Sunbelt Rentals Inc. (Contractor) and thereafter executed the Rental Equipment, Products, and Related Services contract with Contractor, identified as Contract #040924-SNB, (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1.

D. On September 17, 2026, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Contractor has agreed to provide the City the same pricing offered to Agency for rental equipment, products, and related services consistent with the terms and conditions in the Agency Agreement except as modified herein.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through June 11, 2028. The City may, in its sole and absolute discretion, subject to the restrictions in San Diego Charter section 99 and provided that the Agency exercises its options within its Agency Agreement,

extend this contract for up to three (3) additional one (1) year periods. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date on which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Contractor, or failure by Sourcewell to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation or application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Stormwater Department (Department) is the Contract Administrator for this Contract. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Stormwater Department
Attn: Epifanio Rios
2781 Caminito Chollas
San Diego, CA 92105
ERRios@sandiego.gov
619-527-5414

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Stormwater Department. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department
Attn: Taylor Cox, Senior Procurement Contracting Officer
1200 Third Avenue, Suite 200
San Diego, CA 92101
(619) 236-6044
CoxTJ@sandiego.gov

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$2,250,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits, Sourcewell's RFP for Rental Equipment, Products, and Related Services (Solicitation No. 040924), the Sunbelt Rentals, Inc. Proposal in response Solicitation No. 040924, and Agency Agreement, which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below.

The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This Contract, including its Modifications and Exhibits
- 2nd Agency Agreement and any properly executed written amendment(s) to the Agency Agreement
- 3rd Sunbelt Rentals, Inc. Response to RFP 040924
- 4th Agency's Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

VI. CITY'S ADDITIONAL TERMS

1. Wage Requirements. This Contract incorporates by reference the City's Wage Requirements, attached hereto as Exhibit 4.

2. Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

3. ADA Certification. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

4. Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

5. Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

6. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

7. Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

8. Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9. Rental Requirements: The requirement for the ordering, delivery, management and billing of unused diesel fuel, equipment substitution, and documentation to support Air Pollution Control District permitting for the diesel engines are outlined below:

9.1 Generator Rental Technical Documentation. To allow for the San Diego Air Pollution Control District (APCD) permitting processes, upon execution of the rental contract, the Contractor shall provide the City with the same manufacturers, models or types of generators for both generators to be provided. The required technical and operational specifics, and serial numbers of 3000KVA and 2000 KVA emergency generator engines and the APCD required permitting-related history, operation, and maintenance history of the generators to be rented.

9.2 Generator Orders. To alleviate the necessity of complete APCD generator re-permitting each six-month rental period, it is beneficial to have the identical generator used during the prior rental term. After the first term of rental, the Contractor shall provide written confirmation to the City's Representative by July 15 of each year regarding availability the identical generators 3000 KVA (3MW) and 2000 KVA (2MW), and their continuous availability and operation at those locations for the full six-month rental period starting on October 1st of each year and ending on April 30th of the subsequent calendar year. The City's representative will place an order for the generators by July 30 of each year for the six-month rental period, and the City shall provide the Contractor with a valid purchase order by August 15 following that confirmation.

9.3 Generator Substitution. The Contractor understands time is of the essence and will endeavor to satisfy the City's desire to rent the identical generators each rental period for the duration the Contract. It is understood that under certain unforeseeable conditions the

Contractor may not be able to furnish the identical generators in sequential rental periods from one calendar year to the next year, and therefore the rental unit serial numbers may be subject to change. Should the identical generators be unavailable, Contractor shall endeavor to provide the City with the same manufacturer, model numbers and engine types as the generators previously rented as soon as that is known to the contractor and no less than 60 calendar days from the beginning of the rental period if either the previously rented generators are not available for reason not related to their ability to be operated reliably and safely. In addition, details such as serial numbers and all permits and required documentation of the available replacement generators and their serial numbers at the time that is known to the Contractor shall be provided to the City's Representative so that immediate steps may be taken to obtain the permits required for the replacement to be provided in a timely matter.

9.4 Prefilled Fuel. The Contractor shall be responsible for the fueling and defueling during the rental period. Contractor will not charge the City for fueling and defueling services. The City shall be responsible for notifying Contractor within one (1) hour of the standby generators being started to provide sufficient time for the Contractor to mobilize and have sufficient time to travel to the City's pump stations to refuel the generators. The City will compensate Contractor for the cost of fuel consumed at the Contractor's standard fuel supply billing rate in effect at the time the rental term ends.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

SUNBELT RENTALS, INC.

By: Deanna Thorpe
Deanna Thorpe (Sep 23, 2026 08:07:35 EDT)
Name: Deanna Thorpe
Title: Contract Administrator
Date: 09/23/2026

THE CITY OF SAN DIEGO

By: Claudia Abarca
Name: Claudia Abarca
Title: Director, Purchasing & Contracting
Date: 09/25/2026

Approved as to form this 29th day of
September, 2026.

HEATHER FERBERT, City Attorney

By: R. Scott Sokol
R. Scott Sokol (Sep 29, 2026 18:43:26 PDT)
Deputy City Attorney
Print Name: R. Scott Sokol

EXHIBIT 1 - AGENCY AGREEMENT

040924-SNB

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

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

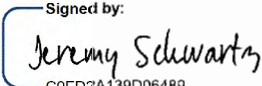
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

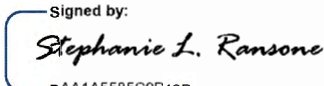
22. CANCELLATION

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

Sourcewell

Sunbelt Rentals, Inc.

Signed by:

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

Signed by:

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

RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name: Sunbelt Rentals

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

Address: 2341 Deerfield Drive
Fort Mill, sc 29715

Contact: Natalia Welch

Email: natalia.welch@sunbeltrentals.com

Phone: 912-247-0870

HST#: 58-04-15192

Submission Details

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

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

Submitted By: Natalia Welch

Email: natalia.welch@sunbeltrentals.com

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

Submitter's IP Address: 104.129.207.46

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

Table 7: Marketing Plan

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

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

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

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

Table 9A: Warranty

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

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

Table 9B: Performance Standards or Guarantees

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sunbelt Rentals is a full line equipment rental company with over 16,000 product lines. We will be offering a market basket equipment list that is compiled of the most frequently rented items within the government sector. The list was created with historical usage data and extensive research. Additionally, we are offering our entire catalog based off a % off local rental rates. Our offering includes General Tool & Construction equipment, Climate Control, Power Generation, Pump Solutions, Ground protection, Temporary bridging, Temporary Structures, Temporary Fencing, Temporary Containment Walls, Trench shoring, Refrigeration Scaffolding, Facilities Maintenance Equipment, Floor Care Solutions equipment, safety training, and any related equipment.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sunbelt Rentals offers over 90 categories of equipment. Within each category are multiple subcategories, or classifications that are too numerous to list. That list would include in excess of 30,000 items. Please allow us to highlight several below that have been mission critical to the public sector. Pump solutions. - water and sewer bypass set up, monitoring, and dismantling. - Engineered solutions for all fluid handling applications Climate Control - Air scrubbers & Negative air equipment - Turnkey HVAC, Chiller, and boiler project solutions. - White-glove delivery, installation, and removal of temporary heating, cooling, dehumidification, and indoor air quality rental equipment Power - Small- and large-scale power generation - Drying - Backup power - Load bank testing Temporary Bridging and Trench shoring - Temporary pedestrian & automobile bridges - Trench shoring Ground Protection - Temporary Flooring * - Ground protection - Access matting Flooring Solutions - Single largest provider of indoor and outdoor surface maintenance equipment Industrial Heat - Engineered solutions for large scale and specialized heating projects Temporary Structure -Blast resistant Structures. -Megastructures -Shipping Container Covers -Super Series -Tension Series Refrigeration -Low-temp Evaporators -Refrigerated Containers -Refrigerated Trailers -Walk-In Refrigerators We also offer multiple level trainings Please see attached documents to support these subcategories/Sunbelt Rental Specialty Divisions Titles of Documents include: SBR Climate Control Facility Maintenance Capabilities Flooring Solutions Pump and Power Services Scaffold Services Shoring Solutions Command Center	*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☐ Yes ☒ No

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

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

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

EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. **References.** All references to “[Agency]” in the Agency Agreement shall mean and be understood to be “City of San Diego”.
2. **Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors. Contractor shall provide, at a minimum, the following:
 - 2.1 **Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2.2 **Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 2.3 **Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 2.4 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 2.5 **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
 - 2.6 **Primary Coverage.** For any claims related to this contract, Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
 - 2.7 **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

2.8 **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

2.9 **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

2.10 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City. City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

2.11 **Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

2.12 **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.13 **Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

2.14 **Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

2.15 **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

3. **Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City) indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents and representatives (Indemnified Parties)

from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

4. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions hereof.

5. Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

6. The remaining portions of the Agency Agreement shall remain in full force and effect.

EXHIBIT 3 PRICING PAGES

SUNBELT RENTALS INC. SOURCEWELL 040924-SNB Making It Happen For Our Customers!							
Equipment Category	Each	Make	Model	Pickup & delivery Charges	Day	Week	Month
Category of Equipment contains multiple items. The intent of this page is to make Sunbelt Rentals entire product offering available to Sourcewell members.							
Aerial Work Platforms, & Related Equipment. Booms, Scissors, Pusharounds, Glaziers, Welder, and AWP Generator Packages	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Generators & Accessories. Plugs, Transfer Switches, Transformers, Cables, Distribution Panels, Spider Boxes, Plugs	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equipment, Backhoes	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Dozers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Excavators	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Mini Excavators	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Skid Steer Loader	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Track Loaders	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Sweepers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Tractors	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Trenchers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Wheel Loaders	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Air Compressors and Air Tools, Hoses, & Fittings	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Air Handlers, Chillers, and Accessories	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Arrow Boards, Traffic Control Equipment & Accessories	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Compaction, Tampers, Rollers, Rammers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Concrete & Masonry Tools	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Containment Products	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Dump Trucks	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Forklifts, Telehandlers & Material Handling	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Heaters, and Accessories	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Lawn & Landscape, Chippers, Brush Cutters	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Lawn & Landscape, Other	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Light Towers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Mobile Offices	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Pumps, Hoses and Accessories	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Pressure Washers & Accessories	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Scaffolding	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Storage Containers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Tanker Trucks	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Tanks, Frac, Poly, Stainless Steel	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Telehandlers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Tools, Power and Hand	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Trench, Boxes and Shoring	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Vacuum Trucks	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Water Treatment, Filtration Systems	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Water Trucks, Trailers	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Welders	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
RFQ.	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
OTHER:	All	All		\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates

Local Rates can be found on www.SunbeltRentals.com
or by contacting your local Sunbelt Rentals location.

SUNBELT RENTALS INC.
SOURCEWELL 040924-SNB
Making It Happen For Our Customers!



Equipment Category Each
Category of Equipment contains multiple items. The intent of this page is to make Sunbelt Rentals entire product offering available to Sourcewell members.

Make Model Pickup & delivery Charges Day Week Month

Aerial Work Platforms, & Related Equipment. Booms, Scissors, Pusharounds, Glaziers, Welder, and AWP Generator Packages	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Generators & Accessories. Plugs, Transfer Switches, Transformers, Cables, Distribution Panels, Spider Boxes, Plugs	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equipment, Backhoes	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Dozers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Excavators	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Mini Excavators	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Skid Steer Loader	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Track Loaders	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Sweepers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Tractors	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Trenchers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Earthmoving Equip, Wheel Loaders	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Air Compressors and Air Tools, Hoses, & Fittings	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Air Handlers, Chillers, and Accessories	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Arrow Boards, Traffic Control Equipment & Accessories	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Compaction, Tampers, Rollers, Rammers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Concrete & Masonry Tools	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Containment Products	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Dump Trucks	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Forklifts, Telehandlers & Material Handling	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Heaters, and Accessories	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Lawn & Landscape, Chippers, Brush Cutters	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Lawn & Landscape, Other	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Light Towers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Mobile Offices	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Pumps, Hoses and Accessories	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Pressure Washers & Accessories	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Scaffolding	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Storage Containers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Tanker Trucks	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Tanks, Frac, Poly, Stainless Steel	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Telehandlers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Tools, Power and Hand	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Trench, Boxes and Shoring	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Vacuum Trucks	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Water Treatment, Filtration Systems	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Water Trucks, Trailers	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
Welders	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
RFQ.	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates
OTHER:	All	All	\$150.00 Each Way and \$4.00/Mile	5% Off Local Rates	10% Off Local Rates	12% Off Local Rates

Local Rates can be found on www.SunbeltRentals.com
or by contacting your local Sunbelt Rentals location.

Sunbelt Rental, Inc.

Specifications & Quotes

**1000 KVA Diesel Powered Generator
Pump Station H
and**

**2000 KVA Diesel Powered Generator
Pump Station D**



Rental Power 1000 kW



> Specification sheet

Our energy working for you.™



Description

This Cummins Power Generation rental package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for standby and prime power applications.

The package utilizes custom designed switchgear to meet severe customer requirements. This switchgear provides reconnectable voltage via a link board design, automatic start/stop control and easy connection to existing installations.

Features

Cummins diesel engines

- Rugged 4-cycle industrial diesel delivers reliable power and fast response to load changes.
- Equipped with heavy duty air cleaners, bypass-type oil filters and dual-element fuel/water separator filtration system with 4-way valve.
- Includes jacket water heaters for more reliable operation in emergency standby applications.

Control system

- The most advanced, reliable, and capable generator set control system available in the market today.
- Integrated generator set providing precise frequency and voltage regulation, alarm and status message display in one easy-to-operate customer interface.

- Remote monitoring and operation ready.
- Auto shutdown at fault detection.

Stamford alternators

- Designed and built by Cummins Generator Technologies.
- Voltage - 480/208 VAC standard (600 VAC optional).
- Alternators designed for improved motor starting.
- Permanent magnet excitation for improved performance in cyclic and non-linear load applications.

Rental package enclosure

- Designed for serviceability access.
- Optimized fuel capacity.
- Fluid containment design for greater environmental protection.
- Sound attenuated to minimize impact on local environment.
- Vertical cooling air and engine exhaust path to minimize sound level adjacent to the container.
- Equipped with 24 VDC lighting.
- Unit has paralleling capabilities at 480 and 600 VAC only.
- Utility grade breaker.
- Shore power 100 amp service breaker panel – single phase 120/240 VAC: (2) 30 amp breakers (1 for each coolant heater) – 240 VAC (26.75 amp = 6420 watts for the heater). (1) 15 amp breaker – 120 VAC (GFIs), (1) 15 amp breaker – 120 VAC (battery charger).

Model	Voltages (V)	Standby rating		Prime rating		Engine model	Alternator model	Generator Specification sheet number
		60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz kW (kVA)	50 Hz kW (kVA)			
C1000D6RG-6980	208/480	1000 (1250)		900 (1125)		QST30-G5	HCI634K	S-1508
C1000D6RG-6981	600	1000 (1250)		900 (1125)		QST30-G5	HCI634K	S-1508

Generator set specifications

Governor regulation class	ISO8528 Part 1 Class G3
Voltage regulation, no load to full load	±0.5%
Random voltage variation	±0.5%
Frequency regulation	Isochronous
Random frequency variation	±0.25%
Radio frequency interference	IEC 801.2, through IEC 801.5, MIL STD 461C, Part 9

Engine specifications

Engine model	QST30-G5
Engine data sheet	DS-5247
EPA Nonroad	Tier II
Design	4 cycle, V-block, turbocharged and low temperature after-cooled
Bore	140 mm (5.51 in.)
Stroke	165 mm (6.5 in.)
Displacement	30.5 liters (1860 in ³)
Cylinder block	Cast iron, 50° V 12 cylinder
Battery capacity	8D (qty: 4) 1250 CCA @ 0 °F and 1500 CCA @ 32 °F
Battery charging alternator	24 volt 35 amp Delco Remy
Starting voltage	24 volt, negative ground
Fuel system	Direct injection: number 2 diesel fuel
Fuel filter	Triple element, 10 micron filtration, spin on fuel filters with water separator. Additional Fleetguard Industrial Pro Pre-filters
Air cleaner type	2-stage dry replaceable element with dust ejectors (qty: 2)
Lube oil filter type(s)	Four spin-on combination full-flow and bypass filters
Oil capacity	154L (162.8 qt)
Standard cooling system	122 °F (50 °C)

Alternator specifications

Alternator data sheet	ADS-312
Design	Brushless, 4-pole, revolving field
Stator	Double layer lap 2/3 pitch
Rotor	Single bearing, flexible disc
Insulation system	Class H per NEMA MG1-1.65 (208/480 VAC), Class F per NEMA MG1-1.65 (600 VAC optional)
Standard temperature rise	125/40 °C standby (208/480 VAC), 105/40 °C standby (600 VAC optional)
Exciter type	PMG (Permanent Magnet Generator)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal fan
AC waveform total harmonic distortion	No load to full linear load, < 3% for any single harmonic
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 3

Power capability specifications

	Standby rating			
	240 V, 1 phase amps	208 V, 3 phase amps	480 V, 3 phase amps	600 V, 3 phase amps
C1000D6RG		3296	1503	1204

Electrical power panel specifications

Model voltage	120 V duplex receptacles	240 V twist	Load lug connection (stud diameter)	Load lug circuit breakers
208/480 V	2 (20 amp)		1/2	3000 amp
600 V	2 (20 amp)		1/2	1600 amp

Site derating factors

Standby application: The engine may be operated at 1800 rpm up to 2000 ft (600 m) and 104 °F (40 °C) without power deration. For sustained operation above the conditions, derate by 3% per 1000 ft (300 m) and 13% per 18 °F (10 °C).

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www.cumminspower.com

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S-1554f (1/09)



Control system

PowerCommand control with AmpSentry™ protection

- Integrated automatic voltage regulator and engine speed governor
- AmpSentry protection guards the electrical integrity of the alternator and power system from the effects of overcurrent, over/under voltage, under frequency and overload conditions
- Control components designed to withstand the vibration levels typical in generator sets

Standard control description

- Analog % of current meter (amps)
- Analog AC frequency meter
- Analog AC voltage meter
- Analog % of load meter (kW)
- Cycle cranking control
- Digital display panel
- Emergency stop switch
- Idle mode control
- Menu switch
- Panel backlighting
- Remote starting, 12 volt, 2 wire
- Reset switch
- Run-off-auto switch
- Sealed front panel, gasketed door
- Self diagnostics
- Voltmeter/ammeter phase selector switch

Standard performance data warnings

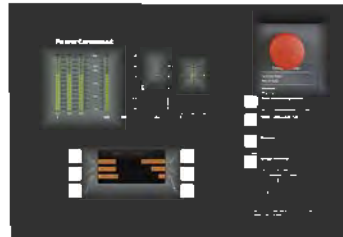
- High coolant temperature
- High DC voltage
- Low coolant temperature
- Low DC voltage
- Low oil pressure
- Over current
- Overload load shed contacts
- Up to four customer fault inputs
- Weak battery
- Overflow
- Overspeed
- Short circuit
- Underfrequency

Standard protection functions

- Voltmeter/ammeter phase selector
- Warnings
- High Coolant Temperature
- High DC Voltage
- Low Coolant Temperature
- Low DC Voltage
- Low Oil Pressure
- Over Current
- Overload Load Shed Contacts
- Up to Four Customer Fault Inputs
- Weak Battery
- Overflow

Shutdowns

- Emergency stop
- Fail to crank
- High AC voltage
- High coolant temperature
- Low coolant level
- Low AC voltage
- Low oil pressure
- Overcurrent
- Overspeed
- Short circuit
- Underfrequency



Optional features shown

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www.cumminspower.com

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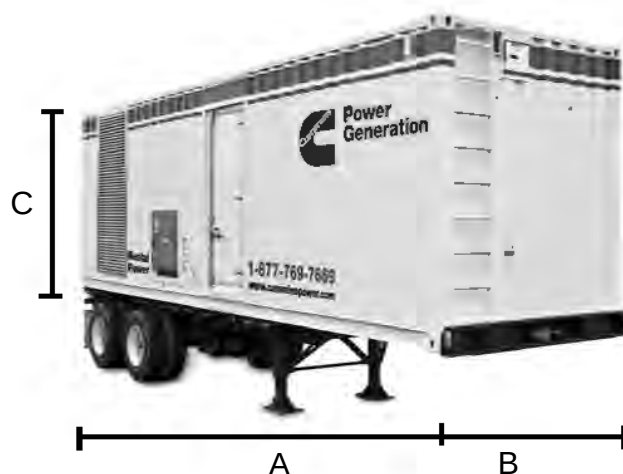
Ratings definitions

Standby:

Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

Prime (unlimited running time):

Applicable for supplying power in lieu of commercially purchased power. Prime power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514).



Dimensions

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Weight w/o fuel kg (lbs)	Weight with fuel kg (lbs)	Fuel capacity liters (gal)
C1000D6RG	9119 (359)	2438 (96)	2896 (114)	16636 (36600)	21845 (48059)	6110 (1614)

Note: Weight and dimensions do not include optional chassis.

Fuel consumption

60 Hz Ratings, kW (kVA)		Standby 800 (1000)				Prime 725 (906)			
		Load	¼	½	¾	Full	¼	½	¾
	US Gal/hr	19.1	35.8	54.1	72.2	17.3	32.1	47.5	63.9
	L/hr	72.3	135.5	204.8	273.3	65.5	121.5	179.8	241.9

Specifications

Model	KW rating		Sound level at full load	Tier rating	Hours of operation (75% load)	
	Standby	Prime	dB(A) @ 7 m	Standby	Standby	Prime
C1000D6RG	1000	900	75 dBa	Tier II	27	32

Accessories

Ladder	Part Number
Fueling Ladder	0410-1372
Access Ladder*	0410-1371
Folding Ladder	0410-1362

* One access ladder provided with purchase of unit

Certifications

Below certifications are for generator set only



This generator set is designed in facilities certified to ISO9001 and manufactured in facilities certified to ISO9001 or ISO9002.



The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins Power Generation products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.



All low voltage models are CSA certified to product class 4215-01.



The generator set is available Listed to UL 2200, Stationary Engine Generator Assemblies.

U.S. EPA

Engine certified to U.S. EPA Nonroad Source Emissions Standards, 40 CFR 89, Tier 2.

Cummins Power Generation

1400 73rd Avenue N.E.
Minneapolis, MN 55432 USA
Telephone 763 574 5000
USA Toll-free 877 769 7669
Fax 763 574 5298

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www.cumminspower.com

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S-1554f (1/09)



**Power
Generation**



PUMP & POWER
SERVICES

PC#: 0146
1114 N MAGNOLIA AVE
EL CAJON, CA 92020 1919
619-574-1908

SUNBELT RENTALS, INC.

Salesman: 014618 ERTZ, GARRETT (146
Typed By: GERTZ

Job Site:

CITY OF SD PUMP STATION H
2472 WEST MISSION BAY DRIVE
SAN DIEGO, CA 92109

C#: 858-692-4929 J#: 619-527-7606

Customer: 1959813

CITY OF SAN DIEGO STORM WATER
9370 CHEASAPEAKE DR STE 100
SAN DIEGO, CA 92123-1065

QUOTE



Contract #.. 177285752
Contract dt. 11/21/25
Date out.... 11/26/25 8:00 AM
Est return.. 12/24/25 8:00 AM
Job Loc..... 2472 WEST MISSION BAY DRIVE, SAN
Job No..... SOURCEWELL#040924SNB
P.O. #..... PENDING
Ordered By.. WELLS, DAVID
NET 30

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.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

1.00	1000KW DIESEL GENERATOR 0090350	2080.00	2080.00	5335.00	14300.00	14300.00
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480V 3 PHASE
STANDBY GENERATOR RATES
SUNBELT RENTALS WILL PREFORM 14 DAY
INSPECTIONS ON THE GENERATOR FREE OF
CHARGE.
IF THE GENERATOR IS TO RUN FOR MORE THAN
300 HRS OVER THE DURATION OF THE RENTAL
SUNBELT WILL HAVE TO SERVICE THE GEN.
EACH PM WILL COST \$1775.00
INCLUDES WHEEL CHOCKS AND
STABILIZER JACK FOR CONTAINERIZED
GENERATOR.

*** EQP MSG ***

8 Hrs/Day 40 Hrs/Wk = 1.0x Rate
9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate
17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate

During a declared state of emergency and/or a pending or existing
natural disaster, all rentals of this generator type will be billed
at a one-week minimum rental period for 24-hours of usage per day.
The one-week minimum rental at 24-hour usage rates does not apply
to pre-existing generator rentals.

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- 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.
- 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.
- 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.
- 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.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- 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)

Customer Signature

Date

Name Printed

Delivered By

Date



PUMP & POWER
SERVICES

PC#: 0146
1114 N MAGNOLIA AVE
EL CAJON, CA 92020 1919
619-574-1908

SUNBELT RENTALS, INC.

Salesman: 014618 ERTZ, GARRETT (146
Typed By: GERTZ

Job Site:

CITY OF SD PUMP STATION H
2472 WEST MISSION BAY DRIVE
SAN DIEGO, CA 92109

C#: 858-692-4929 J#: 619-527-7606

Customer: 1959813

CITY OF SAN DIEGO STORM WATER
9370 CHEASAPEAKE DR STE 100
SAN DIEGO, CA 92123-1065

QUOTE



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Date out.... 11/26/25 8:00 AM
Est return.. 12/24/25 8:00 AM
Job Loc..... 2472 WEST MISSION BAY DRIVE, SAN
Job No..... SOURCEWELL#040924SNB
P.O. #..... PENDING
Ordered By.. WELLS, DAVID
NET 30

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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

SALES ITEMS:

Qty	Item number	Unit	Price	
1	CAHERS1	EA	107.250	107.25
1	CA .75% HEAVY EQUIP. RENTAL TAX			
1	DLPKSRCHG	EA	180.000	180.00
1	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	278.850	278.85
1200	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE			
	FUELSVC	EA	7.000	8400.00
	2141XXX000 DIESEL FUEL SERVICE			
	FIRST FUEL DROP			
	UNIT IS TRANSPORTED @105 FUEL CAPACITY			
	DUE TO THE WEIGHT.			
	ALL FUEL AFTER THE FIRST DROP WILL BE			
	BILLED TO THE CITY IF THEY NEED MORE.			
	ANY FUEL LEFT IN THE GENERATOR WILL BE			
	CREDITED BACK TO THE CITY AT THE END OF			
	THE CONTRACT.			
	FUEL WILL BE BILLED @ \$7.00 FOR THE 7 MO			
	DURATION OF THE RENTAL.			

DELIVERY CHARGE 500.00

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period. 500.00

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

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

Customer Signature

Date

Name Printed

Delivered By

Date



PUMP & POWER
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Ordered By.. WELLS, DAVID
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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

SALES ITEMS:

Qty	Item number	Unit	Price
-----	-------------	------	-------

Sub-total:	24266.10
Tax:	1841.87
Total:	26107.97

All amounts are in USD

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

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REFUELING, DAMAGES AND REPAIRS

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)

Customer Signature

Date

Name Printed

Delivered By

Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any time, date, time, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by a person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. "Ordinary Wear and Tear" means normal deterioration encountered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "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 earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is a data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which 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. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) 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, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable details are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) 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); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not 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); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the use; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as 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 and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (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 (e) utilize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (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 and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. 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, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. 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 Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation 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 RISK 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 or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs 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 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, 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 LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF CAUSED BY THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED TO THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

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) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, 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) for Customers using Equipment for non personal use, 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) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/uninsured 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 to insurancecertificates@sunbeltrentals.com 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 of this Contract is modified by the RPP, if offered on the Equipment, 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, per each occurrence: (a) 10% of the FMV 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 tire repairs; and (d) nothing for 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 foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) 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: (A) due to intentional misuse; (B) 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); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) caused by any act for which Customer has the RPP fee. **THE EXCLUSION OF LIABILITY OF CUSTOMER DOES NOT APPLY TO THE LIABILITY OF CUSTOMER, AND ARE NOT MODIFIED BY THE RPP. RPP IS REDUCED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE AND MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** 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 herein (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, (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, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfees) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any 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 reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. 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 OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT 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.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but 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 to 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 earlier, 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 without 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. 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) **CRIMINAL WARNING.** 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.

17) **ENVIRONMENTAL SERVICES CHARGE.** 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 services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay 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 Fuel 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 Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **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.**

20) **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.**

21) **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.**

22) **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, including approval of established customs broker, 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, as the exporter/importer of record, 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.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacy.

24) **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.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. 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 insist upon 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 agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in state, whichever is greater; (b) the person has full authority to bind the Customer and perform this Contract; and (c) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Rental Power 2000 kW



Description

This Cummins Power Generation rental package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for standby and prime power applications.

This single package contains 2 - Tier II parallelable 1000 kW gensets with a single customer connection point. These dual 1000 kW gensets have more starting power than traditional single engine 2000 kW machines and results in a redundant power source at 1000 kW application. It allows the ability to alternate engines for maintenance during continuous operations and allows shift loading which saves on fuel economy.

Features

Cummins diesel engines

- Two rugged 4-cycle industrial diesel delivers reliable power and fast response to load changes.
- Equipped with heavy duty air cleaners, bypass-type oil filters and dual-element fuel/water separator filtration system with 4-way valve.
- Includes jacket water heaters for more reliable operation in emergency standby applications.

Control system

- The most advanced, reliable, and capable generator set control system available in the market today.
- Integrated generator set providing precise frequency and voltage regulation, alarm and status message display in one easy-to-operate customer interface
- Remote monitoring and operation ready.
- Auto shutdown at fault detection.

Stamford alternators

- Designed and built by Cummins Generator Technologies.
- Voltage - 480 VAC standard (600 VAC optional).
- Alternators designed for improved motor starting.
- Permanent magnet excitation for improved performance in cyclic and non-linear load applications.

Rental package enclosure

- Designed for serviceability access.
- Optimized fuel capacity.
- Fluid containment design for greater environmental protection.
- Sound attenuated to minimize impact on local environment.
- Vertical cooling air and engine exhaust path to minimize sound level adjacent to the container.
- Equipped with 24 VDC lighting.
- Unit has paralleling capabilities.
- Utility grade breaker.
- Shore Power 100 amp service breaker panel (1 per Generator set) - single phase 120/240 VAC: (2) 30 amp breakers (1 for each coolant heater- 240 VAC 26.75 amp = 6420 watts for each heater). (1) 15 amp breaker - 120 VAC (GFIs), (1) 15 amp breaker - 120 VAC (battery charger).

Options

Cold weather package (includes):

- Additional diesel fired block heater
- Battery heating pad
- Floor insulation
- Actuated louver control
- Transport Canada UN31A certified fuel tank

Model	Voltages (V)	Standby Rating		Prime Rating		Engine model	Alternator model	Generator* Specification Sheet (Ref)
		60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz kW (kVA)	50 Hz kW (kVA)			
C2000D6RG	480	2000 (2500)		1800 (2250)		QST30-G5	HCI634K	S-1508
	600	2000 (2500)		1800 (2250)		QST30-G5	HCI634K	S-1508

* Not all reference data is applicable.

Generator set specifications

Governor regulation class	ISO8528 Part 1 Class G3
Voltage regulation, no load to full load	±0.5%
Random voltage variation	±0.5%
Frequency regulation	Isochronous
Random frequency variation	±0.25%
Radio frequency interference	IEC 801.2, through IEC 801.5, MIL STD 461C, Part 9

Engine specifications

Engine model	QST30-G5
Engine data sheet	DS-5247
EPA Nonroad	TPEM (Tier 2)
Design	4 cycle, V-block, turbocharged and low temperature after-cooled
Bore	140 mm (5.51 in.)
Stroke	165 mm (6.5 in.)
Displacement	30.5 liters (1860 in ³)
Cylinder block	Cast iron, 50° V 12 cylinder
Battery capacity	8D (qty: 4) 1250 CCA @ 0 °F and 1500 CCA @ 32 °F
Battery charging alternator	24 volt 35 amp Delco Remy
Starting voltage	24 volt, negative ground
Fuel system	Direct injection: number 2 diesel fuel
Fuel filter	Triple element, 10 micron filtration, spin on fuel filters with water separator. Additional Fleetguard Industrial Pro Pre-filters
Air cleaner type	2-stage dry replaceable element with dust ejectors (qty: 2)
Lube oil filter type(s)	Four spin-on combination full-flow and bypass filters
Oil capacity	154L (162.8 qt)
Standard cooling system	122 °F (50 °C)

Alternator specifications

Alternator data sheet	ADS-312
Design	Brushless, 4-pole, revolving field
Stator	Double layer lap 2/3 pitch
Rotor	Single bearing, flexible disc
Insulation system	Class H per NEMA MG1-1.65 (480 VAC), Class F per NEMA MG1-1.65 (600 VAC optional)
Standard temperature rise	105/40 °C standby (480 VAC), 105/40 °C standby (600 VAC optional)
Exciter type	PMG (Permanent Magnet Generator)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal fan
AC waveform total harmonic distortion	No load to full linear load, < 3% for any single harmonic
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 3

Power capability specifications

	Standby rating			
	240 V, 1 phase Amps	208 V, 3 phase Amps	480 V, 3 phase Amps	600 V, 3 phase Amps
C2000D6RG			3007	2405

Electrical power panel specifications

Model voltage	120 V duplex receptacles	240 V twist	Load lug connection (stud diameter)	Load lug circuit breakers
480 V	4 (20 amp) - 2 per genset		1/2	3200 amp
600 V	4 (20 amp) - 2 per genset		1/2	3200 amp

Site derating factors

Standby application: The engines may be operated at 1800 rpm up to 2000 ft (600 m) and 104 °F (40 °C) without power deration. For sustained operation above the conditions, derate by 3% per 1000 ft (300 m) and 13% per 18 °F (10 °C).

Control system

PowerCommand control with AmpSentry™ protection

- Integrated automatic voltage regulator and engine speed governor
- AmpSentry protection guards the electrical integrity of the alternator and power system from the effects of overcurrent, over/under voltage, under frequency and overload conditions
- Control components designed to withstand the vibration levels typical in generator sets

Standard control description

- Analog % of current meter (amps)
- Analog AC frequency meter
- Analog AC voltage meter
- Analog % of load meter (kW)
- Cycle cranking control
- Digital display panel
- Emergency stop switch
- Idle mode control
- Menu switch
- Panel backlighting
- Remote starting, 12 volt, 2 wire
- Reset switch
- Run-off-auto switch
- Sealed front panel, gasketed door
- Self diagnostics
- Voltmeter/ammeter phase selector switch

Standard performance data warnings

- High coolant temperature
- High DC voltage
- Low coolant temperature
- Low DC voltage
- Low oil pressure
- Over current
- Overload load shed contacts
- Up to four customer fault inputs
- Weak battery
- Overflow
- Overspeed
- Short circuit
- Underfrequency

Standard protection functions

- Voltmeter/ammeter phase selector
- Warnings
- High Coolant Temperature
- High DC Voltage
- Low Coolant Temperature
- Low DC Voltage
- Low Oil Pressure
- Over Current
- Overload Load Shed Contacts
- Up to Four Customer Fault Inputs
- Weak Battery
- Overflow

Shutdowns

- Emergency stop
- Fail to crank
- High AC voltage
- High coolant temperature
- Low coolant level
- Low AC voltage
- Low oil pressure
- Overcurrent
- Overspeed
- Short circuit
- Underfrequency



Optional Features Shown

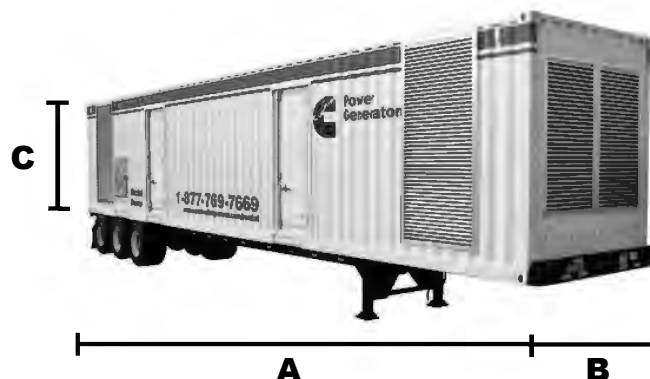
Ratings definitions

Standby:

Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

Prime (unlimited running time):

Applicable for supplying power in lieu of commercially purchased power. Prime power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514).



Dimensions

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Weight w/o fuel kg (lbs)	Weight with fuel kg (lbs)	Fuel capacity liters (gal)
C2000D6RG	14630 (576)	2438 (96)	2896 (114)	26536 (58380)	31035 (68278)	5106 (1349)
With chassis	14630 (576)	2438 (96)	4064 (160)	30645 (67560)	35134 (77458)	5106 (1349)

Note: Optional Transport Canada fuel tank capacity 1250 gallons

Fuel consumption

60 Hz Ratings, kW (kVA)		Standby				Prime			
		2000 (2500)				1800 (2250)			
	Load	¼	½	¾	Full	¼	½	¾	Full
	US Gal/hr	38	72	108	144	35	64	95	128
	L/hr	144	270	410	546	132	242	360	484

Specifications

Model	KW rating		Sound level at full load dB(A) @ 7 m	Tier rating Standby	Hours of operation (75% load)	
	Standby	Prime			Standby	Prime
C2000D6RG	2000	1800	79	TPEM (Tier II)	12	13

Accessories

	Part Number
48 ft. Air Ride Chassis	0410-1380
Fueling Ladder	0410-1372
Access Ladder*	0410-1371
Folding Ladder	0410-1362

* One access ladder provided with purchase of unit

Codes and standards

Below certifications are for generator set only

	This generator set is designed in facilities certified to ISO 9001 and manufactured in facilities certified to ISO 9001 or ISO 9002.		U.S. EPA The generator set is available Listed to UL 2200, Stationary Engine Generator Assemblies. Engine previously certified to U.S. EPA Nonroad Source Emissions Standards, 40 CFR 89, Tier 2. The engine used in this generator set may be used in mobile applications in accordance with the EPA Transition Program for Equipment Manufacturers (TPEM); this provision has specific limitations (see 40 CFR, 1039.625).
	 The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Cummins Power Generation products bearing the PTS symbol meet the prototype test requirements of NFPA 110 for Level 1 systems.		
	 All low voltage models are CSA certified to product class 4215-01.		

North America

1400 73rd Avenue N.E.
Minneapolis, MN 55432
USA

Phone 763 574 5000
Fax 763 574 5298

Our energy working for you.™

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S-1595h (4/13)



cumminspower.com



PUMP & POWER
SERVICES

PC#: 0146
1114 N MAGNOLIA AVE
EL CAJON, CA 92020 1919
619-574-1908

SUNBELT RENTALS, INC.

Salesman: 014618 ERTZ, GARRETT (146
Typed By: GERTZ

Job Site:

CITY OF SD PUMP STATION D
4020 TAYLOR ST
SAN DIEGO, CA 92110

C#: 858-692-4929 J#: 619-527-7606

Customer: 1959813

CITY OF SAN DIEGO STORM WATER
9370 CHEASAPEAKE DR STE 100
SAN DIEGO, CA 92123-1065

QUOTE



Contract #.. 177295597
Contract dt. 11/21/25
Date out.... 11/26/25 8:00 AM
Est return.. 12/24/25 8:00 AM
Job Loc..... 4020 TAYLOR ST, SAN DIEGO
Job No..... SOURCEWELL 040924SNB
P.O. #..... PENDING
Ordered By.. WELLS, DAVID
NET 30

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.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	2000KW DIESEL GENERATOR 0090390 480V 3 PHASE STANDBY GENERATOR RATES SUNBELT RENTALS WILL PREFOR 14 DAY INSPECTIONS FREE OF CHARGE. IF THE GENERATOR IS TO RUN FOR MORE THAN 300 HRS OVER THE DURATION OF THE RENTAL SUNBELT WILL HAVE TO SERVICE THE GEN. EACH PM WILL COST \$3,000.00 INCLUDES WHEEL CHOCKS AND STABILIZER JACK FOR CONTAINER GENERATOR.	3550.00	3550.00	8845.00	22100.00	22100.00
29.00	4/0 CAMLOCK CABLE 50'	15.00	15.00	29.00	78.00	2262.00
29.00	4/0 FEMALE PIG TAIL	6.00	6.00	14.00	36.00	1044.00
29.00	4/0 MALE PIG TAIL BY LUG END MUST HAVE LUG ENDS FOR THE TIE IN TO THE ATS ON SITE.	6.00	6.00	14.00	36.00	1044.00

*** EQP MSG ***

8 Hrs/Day 40 Hrs/Wk = 1.0x Rate

9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate

17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate

During a declared state of emergency and/or a pending or existing

natural disaster, all rentals of this generator type will be billed

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- 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.
- 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.
- 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.
- 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.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- 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)

Customer Signature

Date

Name Printed

Delivered By

Date



PUMP & POWER
SERVICES

PC#: 0146
1114 N MAGNOLIA AVE
EL CAJON, CA 92020 1919
619-574-1908

SUNBELT RENTALS, INC.

Salesman: 014618 ERTZ, GARRETT (146
Typed By: GERTZ

Job Site:

CITY OF SD PUMP STATION D
4020 TAYLOR ST
SAN DIEGO, CA 92110

C#: 858-692-4929 J#: 619-527-7606

Customer: 1959813

CITY OF SAN DIEGO STORM WATER
9370 CHEASAPEAKE DR STE 100
SAN DIEGO, CA 92123-1065

QUOTE



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Job No..... SOURCEWELL 040924SNB
P.O. #..... PENDING
Ordered By.. WELLS, DAVID
NET 30

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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

at a one-week minimum rental period for 24-hours of usage per day.
The one-week minimum rental at 24-hour usage rates does not apply
to pre-existing generator rentals.

SALES ITEMS:

Qty	Item number	Unit	Price	
1	CAHERS1	EA	198.380	198.38
1	CA .75% HEAVY EQUIP. RENTAL TAX			
1	DLPKSRCHG	EA	288.000	288.00
1	TRANSPORTATION SURCHARGE			
1	ENVIRONMENTAL	EA	430.950	430.95
1500	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE			
	FUELSVC	EA	7.000	10500.00
	2141XXX000 DIESEL FUEL SERVICE			
	FIRST FUEL DROP			
	UNIT IS TRANSPORTED @10% FUEL CAPACITY			
	DUE TO THE WEIGHT.			
	ALL FUEL AFTER THE FIRST DROP WILL			
	BILLED TO THE CITY IF THEY NEED MORE			
	ANY FUEL LEFT IN THE GENERATOR WILL BE			
	CREDITED BACK TO THE CITY AT THE END OF			
	THE CONTRACT.			
	FUEL WILL BE BILLED AT \$7.00 FOR THE 7MO			

DURATION OF THE RENTAL

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
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CUSTOMER IS RESPONSIBLE FOR
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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.

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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
	DELIVERY CHARGE					800.00
	PICKUP CHARGE					800.00
Sub-total:						39467.33
Tax:						2996.72
Total:						42464.05

All amounts are in USD

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- 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)

Customer Signature

Date

Name Printed

Delivered By

Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS. "Authorized Individuals"** are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. **"Customer"** is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. **"Environmental Services Charge"** is the charge described in Section 17. **"Equipment"** is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. **"Incident"** is any time, date, time, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by a person or entity that appears to have occurred in connection with the Equipment. **"Lost"** means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. **"FMV"** is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. **"One Shift"** means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. **"Ordinary Wear and Tear"** means normal deterioration encountered reasonable in the equipment rental industry for One Shift use. **"Party"** means Sunbelt or Customer and together both are the "Parties". **"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 earlier. **"Store"** is the Sunbelt location identified earlier. **"Sunbelt"** is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. **"Telematics Data"** is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. **Transportation Surcharge** is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which 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. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) 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, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable details are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) 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); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not 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); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the use; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as 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 and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (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 (e) utilize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (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 and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. 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, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stored or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. 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 Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation 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 RISK 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 or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs 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 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, 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 LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF CAUSED BY THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED TO THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

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) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, 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) for Customers using Equipment for non personal use, 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) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (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 to insurancecertificates@sunbeltrentals.com 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 of this Contract is modified by the RPP, if offered on the Equipment, 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, per each occurrence: (a) 10% of the FMV 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 tire repairs; and (d) nothing for 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 foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) 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: (A) due to intentional misuse; (B) 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); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) caused by any act for which Customer is responsible for the RPP fee. **THE EXCLUSION OF LIABILITY OF CUSTOMER, AND ARE NOT MODIFIED BY THE RPP. RPP IS NOT COVERED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE AND MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** 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 herein (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, (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, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfees) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any 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 reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. 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 OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT 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.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but 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 to 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 earlier, 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 without 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. 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) **CRIMINAL WARNING.** 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.

17) **ENVIRONMENTAL SERVICES CHARGE.** 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 services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay 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 Fuel 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 Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **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.**

20) **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.**

21) **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.**

22) **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, including approval of established customs broker, 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, as the exporter/importer of record, 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.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacy.

24) **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.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. 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 insist upon 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 agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in state, whichever is greater; (b) the person has full authority to bind the Customer and perform this Contract; and (c) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

EXHIBIT 4

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

EXHIBIT 5: REQUIRED CITY FORMS

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

60000067-27-C, Rental Equipment, Products, and Related Services

B. BIDDER/PROPOSER INFORMATION:

Sunbelt Rentals Inc.

Legal Name	Fort Mill	DBA	
1799 Innovation Point		SC	29715
Street Address	City	State	Zip
Sabrina Benson, Contract Administrator	(866) 786-2358		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

James Pintane	Government Specialist
Name	Title/Position
San Diego	
City and State of Residence	Employer (if different than Bidder/Proposer)
Point of Contact	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?

☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 06/06/2000 State of incorporation: NC

List corporation's current officers:

President:	<u>Brendan Horgan - CEO</u>
Vice Pres:	<u>Rod Samples - CFO</u>
Secretary:	<u>John Washburn - COO</u>
Treasurer:	<u></u>

Type of corporation: C ☒ Subchapter S ☐

Is the corporation authorized to do business in California: ☒ **Yes** ☐ **No**

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Ashtead Group, PLC - owns 100%

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ **Yes** ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☒ **Yes** ☐ **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Craig Torrence

Address: 901 Main Street

Phone Number: (888) 715-1000

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: **015041** Year Issued: **2026**

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: **US Navy - San Diego**

Contact Name and Phone Number: Nathan Grimm (360) 979-3339
Contact Email: nathan.c.grimm.civ@us.navy.mil
Address: San Diego Naval Station / North Island
Contract Date: December 5, 2025
Contract Amount: \$ 2,100,000.00
Requirements of Contract: Supply San Diego Naval Station with various equipment.

Company Name: USMC – Contracting
Contact Name and Phone Number: Tina Woodring (760) 725-4436
Contact Email: tina.woodring@usmc.mil
Address: 555014 Bldg. 22143T, Camp Pendleton, CA 92055-5014
Contract Date: February 1, 2025
Contract Amount: \$ 125,000.00

Requirements of Contract: Contracting Officer for the United States Marine Corps, West Coast, Camp Pendleton. Responsible for multiple contracts supporting San Diego naval stations.
Company Name: Fuller Electric
Contact Name and Phone Number: Wahid Baha (619) 723-8765
Contact Email: wahid.b@fullerelectric.com
Address: 1018 Cudahy Pl b, San Diego, CA 92110
Contract Date: July 1, 2025
Contract Amount: \$ 99,000.00
Requirements of Contract: 1.5 MW standby generator rental

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐Yes ☒No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐Yes ☒No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐Yes ☒No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☒No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☒Yes ☐No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐Yes ☒No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐Yes ☒No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☒ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Sabrina Benson, Contract Administrator	 Sabrina Benson Digitally signed by Sabrina Benson DN: CN = Sabrina Benson email = contractteam@surbellrentals.com C = AD O = Surbell Rentals, Inc. OU = Contract Team Date: 2026.02.04 11:36:39 -05'00' 2/4/26	Date
Name and Title	Signature	

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

E6. Sunbelt has been in the past and currently is involved in litigation processes, however, none of the litigation is material in nature to its performance of the proposed contract.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Sabrina Benson, Contract Administrator
Print Name, Title

Sabrina Benson
Signature
Digitally signed by: Sabrina Benson
DN: CN = Sabrina Benson email =
contractteam@sunbeltrentals.com C = AD O =
Sunbelt Rentals, Inc. OU = Contract Team
Date: 2026.02.04 11:37:30 -05'00'

2/4/26
Date

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☒ Other

Name of Company: Sunbelt Rentals, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1799 Innovation Point

City: Fort Mill County: York State: SC Zip: 29715

Telephone Number: 803-578-5242 Fax Number: 803-578-6850

Name of Company CEO: Brendan Horgan

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: Branch 0146 - 1114 N Magnolia Ave

City: El Cajon County: San Diego State: CA Zip: 92020

Telephone Number: 619-574-1908 Fax Number: 619-298-9732 Email: JAMES.PINTANE@sunbeltre

Type of Business: Corporation Type of License: _____

The Company has appointed: Monica Ziegler c/o Scott Causey (Dir of Compliance)

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1799 Innovation Point; Fort Mill, SC 29715

Telephone Number: 803-578-5242 Fax Number: _____ Email: scausey@sunbeltrentals.co

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory
☒ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Sunbelt Rentals, Inc.

(Firm Name)

York, South Carolina hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 6 day of February, 2026

William Scott Causey

Digitally signed by William Scott Causey
Date: 2025.02.06 17:14:27 -0500

(Authorized Signature)

William Scott Causey

Digitally signed by William Scott Causey
Date: 2025.02.06 17:15:02 -0500

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Sunbelt Rentals, Inc.DATE: 02/06/26OFFICE(S) or BRANCH(ES): San Diego WorkforceCOUNTY: San Diego County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	4	1	0	0	0	0	0	0	4	1	1	0
Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	7	6	0	0	0	0	0	0	5	1	0	0
Administrative Support	0	0	0	1	0	0	0	0	0	0	0	0	1	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	1	0	19	0	1	0	0	0	0	0	8	0	0	0
Operative Workers	1	0	26	0	0	0	0	0	0	0	10	0	1	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	3	0	0	0	0	0	1	0	2	0	1	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	0	59	8	1	0	0	0	1	0	29	2	4	0
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Grand Total All Employees

106

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	1	0	0	0	0	0	0	0	1	0	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**Includes ALL San Diego Branches: 0530, 0895, 1325, 1327,
1328, 8033, 8034, 8035, 8036**

WORK FORCE REPORT – Page 2NAME OF FIRM: Sunbelt Rentals, Inc.DATE: 02/06/26OFFICE(S) or BRANCH(ES): Branches 0530 & 0146COUNTY: San Diego County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	2	0	0	0	0	0	0	0	1	0	1	0
Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	2	3	0	0	0	0	0	0	1	0	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	1	0	4	0	1	0	0	0	0	0	5	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	1	0	1	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	2	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	0	10	3	1	0	0	0	0	0	8	0	2	0
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Grand Total All Employees

25

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	1	0	0	0	0	0	0	0	0	0	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners