

**BID NUMBER ITB FS 18-019**

**TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: Michelle King  
333 West Ocean Boulevard, Lobby Level  
Long Beach, California 90802**



**INVITATION TO BID**  
**HEAVY EQUIPMENT RENTAL**

**CONTRACT NO. 34822**

- 1. COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- 2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- 3. AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- 4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- 5. DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor -- refer to page 2 Instructions Concerning Signatures.)

**EXECUTED AT:** Bonita Springs FL **ON THE** 16th **DAY OF** October, 20 17  
CITY STATE MONTH

**COMPANY NAME:** Herc Rentals Inc. **TIN:** [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

**STREET ADDRESS:** 22422 S Alameda St **CITY:** Carson **STATE:** CA **ZIP:** 90810

**PHONE:** 310-233-5000 **FAX:** 866-294-6490

**S/** [Signature] **Vice President**  
(SIGNATURE) (TITLE)  
Jason Oosterbeek hercbids@hercrentals.com  
(PRINT NAME) (EMAIL ADDRESS)

**S/** [Signature] **Vice President**  
(SIGNATURE) (TITLE)  
Kyle Scott hercbids@hercrentals.com  
(PRINT NAME) (EMAIL ADDRESS)

**ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.**

**IN WITNESS WHEREOF** the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

**THE CITY OF LONG BEACH**  
**BY** [Signature] 11-21-2017  
Director of Financial Management Date

**APPROVED AS TO FORM**  
November 21, 2017  
**CHARLES PARKIN**  
**CITY ATTORNEY**  
[Signature]  
Deputy

**BID NUMBER ITB FS 18-019**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

Legal Form of Bidder:  
Corporation  State of Delaware  
Partnership  State of \_\_\_\_\_  
                  General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**  
Ethnic (Check one):  
 Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian  
Non-ethnic Factors of Ownership (check all that apply):  
 Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65  
Is the firm certified as a Disadvantaged Business:  Yes  No  
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?  
 Yes  No  
Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Florida  
County of \_\_\_\_\_ Lee \_\_\_\_\_ )

On 16th of October, 2017 before me, Bryan Fernandez, Public Notary  
(insert name and title of the officer)

personally appeared Jason Oosterbeek,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



#### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:
- \_\_\_\_\_
- \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Florida  
County of Lee

On 16th of October, 2017 before me, Bryan Fernandez, Public Notary  
(insert name and title of the officer)

personally appeared Kyle Scott,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:
- \_\_\_\_\_
- \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

**2. EXAMINATION OF BID:**

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

**3. CONDITIONS OF WORK:**

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

**4. DISCREPANCIES IN BID DOCUMENTS:**

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

**5. ORAL STATEMENTS:**

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

**6. BRAND NAMES AND SPECIFICATIONS:**

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

**7. AWARD:**

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

**8. PAYMENT:**

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

**9. SAFETY APPROVAL:**

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

**10. BUSINESS LICENSE:**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: N/A

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian ( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:  
CITY OF LONG BEACH  
CITY CLERK – ATTN: Michelle King  
333 W OCEAN BLVD/LOBBY LEVEL  
LONG BEACH CA 90802

BID DUE DATE: OCTOBER 3, 2017

TIME: 2:00 PM

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

MICHELLE KING (562) 570-6020  
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO \_\_\_\_\_

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

**INSTRUCTIONS TO BIDDERS**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

**20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

**CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").  
  
In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.  
  
If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.  
  
If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.



**CONTRACT – GENERAL CONDITIONS**

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

**CONTRACT – GENERAL CONDITIONS**

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better

**CONTRACT – GENERAL CONDITIONS**

and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

**Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.**

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

**INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.**

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this contract.

**CONTRACT – GENERAL CONDITIONS**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

**SPECIFICATIONS**

**PROJECT OVERVIEW**

The City of Long Beach is seeking vendor(s) to supply heavy equipment rental and delivery services as needed.

**BID TIMELINE** – All times are Pacific Time

Bid release date:	September 12, 2017
Questions due:	September 19, 2017 by 2:00 PM
Response from City to bidder:	September 26, 2017 by 2:00 PM
Bid due date:	October 3, 2017 by 2:00 PM

**BID SUBMISSION INSTRUCTIONS:**

It is recommended that bidders visit the City's website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- \_\_\_\_\_ Signed Bid Cover Page
- \_\_\_\_\_ California All Purpose Acknowledgment, Notarized (if applicable)
- \_\_\_\_\_ Debarment Certification Form (Attachment A)
- \_\_\_\_\_ Reference List (Attachment B)
- \_\_\_\_\_ W-9 Form (Attachment C)
- \_\_\_\_\_ Equal Benefits Ordinance (EBO) (Attachment D)
- \_\_\_\_\_ Insurance Requirement (Attachment E)

**METHOD OF SUBMISSION:**

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

**SPECIFICATIONS**

**In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:**

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach  
C/O City Clerk  
Attn: Michelle King  
333 West Ocean Boulevard, Lobby Level  
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

**ITB FS 18-019 HEAVY EQUIPMENT RENTAL**

**Electronic Bids and required hard copy forms must be received by 2:00 PM Pacific Time, October 3, 2017. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) ATTN: Michelle King with the bid number in the subject line of the email message.

**REFERENCES**

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information form attachment.

**SPECIFICATIONS**

**AWARD**

The City prefers to award to a single contractor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

**RIGHT TO REJECT BID**

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

**BID PROTEST PROCEDURES**

**Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

**Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract.

**Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3<sup>rd</sup>) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute

**SPECIFICATIONS**

a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

**ORDER OF PRECEDENCE**

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

**ACCESS TO CONTRACTOR'S RECORDS**

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

**AMERICANS WITH DISABILITIES ACT**

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

**COPYRIGHT**

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44



**SPECIFICATIONS**

CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

**DRUG-FREE WORKPLACE**

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

**ENERGY EFFICIENCY**

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**ENVIRONMENTAL LEGISLATION**

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the

## SPECIFICATIONS

laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

### PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

### PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

### PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

### RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

### RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

### SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database ([www.sam.gov](http://www.sam.gov)).

**SPECIFICATIONS**

**INSURANCE**

See Requirements on page 9, Section 30 and **Attachment E**.

**CONTRACT PERIOD**

The Contract term shall be twenty four (24) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

**EXTENSION OPTION:**

This Contract is subject to extension for three additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Price changes after the base period shall be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor

**FUTURE AMENDMENTS**

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

**PAYMENT TERMS**

Net 30 ; 0 % discount in 30 days.

SPECIFICATIONS

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: Donovan Martinez

Contact Direct Phone: 310-233-5000 562-208-7913

Contact Fax: 310-233-5055

Contact E-mail: donovan.martinez@hercrentals.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach \_\_\_\_\_

**ITB FS 18-019  
HEAVY DUTY EQUIPMENT RENTAL**

**SPECIFICATIONS:**

The City of Long Beach is seeking a Contractor to provide for furnishing and delivering rental of heavy-duty industrial / construction equipment in accordance with department needs and/or fund availability. Contract is for twelve months from date of award with the option of three additional one year renewal options at the discretion of the City.

The City desires a contractor with an adequate inventory of basic heavy-duty construction equipment. Heavy-duty is defined as 50 horse power or more and 10,000 pounds or more. Contractor shall have the ability to respond to the City's diverse needs within a minimal amount of time.

Contractor shall maintain adequate stock of equipment to accommodate City's needs, including emergencies, throughout the length of the contract.

All equipment shall be less than five (5) years of age and have less than 5000 hours on the hour meter or 35,000 miles on the odometer. All equipment shall be in good working order.

Equipment shall be furnished on a 'bare' rental basis (no operator or driver). Equipment shall be bid on a prorated monthly basis and shall include all charges including transportation. Automatic or hydrostatic transmission is required in as many pieces of equipment as possible. The City shall be responsible for proper use, fuel, required lubrication, fire and theft. Contractor shall be responsible for mechanical breakdowns and shall bear the cost of all associated parts, labor and mileage charges. It shall be the Contractor's responsibility to furnish and deliver the equipment as indicated herein within the specified time period.

**The City does not pay for "rental protection" or any "additional insurance" fees. The City is self-insured and can provide insurance upon request after award of bid.**

**DELIVERY SCHEDULE**

Delivery shall be made at the request of Fleet Services Bureau (to be included in pricing) and delivered to, 2600 Temple Avenue in Long Beach (90806). At the direction of Fleet Services Bureau equipment may be delivered to an alternate location within the City of Long Beach.

Additional departments are authorized to request equipment, which may be delivered (to be included in pricing) to:

- Harbor Department Maintenance Yard 1400 W. Broadway, Long Beach, CA 90802
- Water Department 1800 E. Wardlow Road, Long Beach, CA 90807

Common industry equipment shall be available within two hours of notification. Large specialized equipment must be available within one (1) calendar day.

If Contractor does not have equipment available and must obtain it from another source, the City will not pay additional costs, and will only pay the amount bid by the Contractor for that equipment. The City reserves the right to pick up the equipment as necessary. (See Subcontracting)

Contractor shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, rental of equipment may be considered an emergency and, therefore, same day delivery of equipment must be provided by the Contractor.

Will you provide "Next Day" delivery? YES  NO

Excessive late deliveries (five percent (5%) or more per month late within the specified delivery time) shall be considered a breach of contract and shall be grounds for termination, and grounds for the City to exercise all of its legal remedies including, but not limited to, those as specified in Item #9 of the "Contract – General Conditions". In addition, late deliveries are subject to "Liquidated Damages".

### **LIQUIDATED DAMAGES**

Time is of the essence. If delivery is not completed by the time stated previously for delivery, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of **\$25.00 per day for each day of delay for each order** shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and/or where delivery of materials to replace materials deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement.

If the Contractor is prevented or delayed in delivering the rented vehicles or equipment by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of delivery shall be extended for such period as may be agreed between the City and Contractor. The City may, at the time of acceptance of the vehicle or equipment, waive liquidated damages which may have accrued for failure to deliver on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

### **SUBCONTRACTING**

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

**REFERENCES/CONTACT/LOCATION/INVENTORY:**

Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive if the City has no prior experience with the Bidder.

**Client References:** Furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.

**Contact:** How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide name and phone numbers (cell and land line) of your personnel that City may contract.

Donovan Martinez , 310-538-8368, 310-233-5000

---

**Facility Location:** You must have an established place of business, regularly maintained and complete with equipment necessary to satisfy the needs of the City of Long Beach Bidder may be required to demonstrate that it has successfully performed similar services in a previous period of time.

Address of the nearest place of business:

22422 S Alameda ST, Carson, CA 90810

---

**Inventory:** Please submit a list of the approximate inventory of each piece of equipment listed at your location that will service the City.

**INVOICING/PAYMENT FOR SERVICES**

Contractor shall submit, upon completion of each rental, a uniquely numbered invoice describing the following:

1. Name of City Department and employee name that requested a vehicle or piece of equipment
2. Name of City employee that authorized rental and delivery of a vehicle or piece of equipment.
3. Vehicle type rented
4. Description of vehicle including serial number or license number.
5. A complete breakdown of the rental cost, taxes and fuel if applicable. Rental rates shall be as indicated in the Summary of Bid Items.
6. Detailed description of any associated cost(s) beyond rental rate.

**PRICE ADJUSTMENT AND CONDITIONS**

Prices quoted to the City shall be based on a rental price list from contractor. Rental prices shall not be increased for the duration of one contract year. Rental price lists shall be

submitted with bid, and must be in effect at time of bid opening and shall not be subject to change for a period of 365 days after bid award.

Upon renewal of the contract term if prices on the price lists are raised, the City reserves the right to accept such raises, or to cancel such items from the Contract, or terminate the Contract in its entirety, without further obligation by either party in the event price increases are not acceptable. Contractor shall immediately notify the City Purchasing Agent in writing of such price increases, and shall immediately give the City the benefit of any decline in prices effective on the date of such decline. Requests for price increases shall be accompanied by regularly published price list of the Contractor, which will substantiate the request for the price change.

Changes in price shall be effective on the date the notice of change is received by the City Purchasing Agent, or at a later date designated by the Contractor. Price increases shall not be retroactive.

Specifications and conditions herein shall supersede any conflicting conditions in price lists. Three copies of new or revised rental price lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., Long Beach, California 90802.

#### **DEFAULT BY CONTRACTOR / TERMINATION**

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

#### **CONTRACT ENFORCEMENT**

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.



## BID SECTION

No "Minimum Day Rental" bids are permitted. Bids indicating a minimum number of rental days will be rejected.

**Definition of Rate Type:**

Hourly rate: Returned same day

Daily rate: Vehicle to be kept overnight

Weekly rate: Vehicle is rented for a seven-day period. City holidays excluded.

Item	Description	Hourly Rate	Daily Rate	Weekly Rate
1	Bulldozers; Caterpillar, John Deere, Case, Komatsu or approved equal:			
1A	70 HP, diesel, with 7' blade and torque converter with power shift	\$ input electronically	\$ input electronically	\$ input electronically
1B	120 HP, diesel, with 10' blade and torque converter with power shift	\$ input electronically	\$ input electronically	\$ input electronically
02	Articulated Wheel Loader; John Deere, Caterpillar, Case or approved equal			
2A	90 HP, diesel, 1.75 yd bucket, ROPS/FOPS, windshield, with steering behind articulation point	\$ input electronically	\$ input electronically	\$ input electronically
02B	150 HP, diesel, 3 yd bucket, ROPS/FOPS, windshield, with steering behind articulation point	\$ input electronically	\$ input electronically	\$ input electronically
3	General Purpose Tractor; John Deere, Case, Ford or approved equal			
3A	50 HP, diesel, with loader bucket, 5/8 cu yd. capacity, power-shift transmission, PTO and 3-point hitch and ROPS/FOPS	\$ input electronically	\$ input electronically	\$ input electronically
3B	80 HP, diesel, with loader bucket, 5/8 cu yd capacity, power-shift transmission, PTO and 3 point hitch and ROPS/FOPS	\$ input electronically	\$ input electronically	\$ input electronically
04	Backhoes; Caterpillar, John Deere, Case or approved equal			
4A	55 HP, diesel, with loader bucket, 7/8 cu yd capacity, power-shift transmission, 14' reach and ROPS/FOPS	\$ input electronically	\$ input electronically	\$ input electronically
4B	80 HP, diesel, W/loader bucket, 1.25 cu yd capacity; power-shift transmission, PTO 23.5' reach and ROPS/FOPS	\$ input electronically	\$ input electronically	\$ input electronically
5	Grader; Caterpillar, John Deere or approved equal:			
5A	90 HP, diesel, 12' blade, with cab	\$ input electronically	\$ input electronically	\$ input electronically
6	Forklifts; Industrial; Caterpillar, Clark, TCM, Yale, Mitsubishi, Hyster or approved equal			
6A	Gas or propane, 3000 lb, 10' lifting height, pneumatic or semi-pneumatic-tires, with ROPS/FOPS.	\$ input electronically	\$ input electronically	\$ input electronically
6B	Gas or propane, 8000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	\$ input electronically	\$ input electronically	\$ input electronically
6C	Gas or propane, 10,000 lb, 14' lifting height,	\$ input electronically	\$ input	\$ input

	pneumatic or semi-pneumatic tires, with ROPS/FOPS		electronically	electronically
7	Forklifts; rough terrain; John Deere, Case or approved equal:			
7A	Gas-or-diesel, 10,000-1b: 25' lifting Height with ROPS/FOPS	\$ input electronically	\$ input electronically	\$ input electronically
8	Boom type, high lift; Dynalift, JCB, Lull or approved equal:			
8A	Gas or diesel, 2 or 4 wheel drive, 4000 lb, 28' lifting height	\$ input electronically	\$ input electronically	\$ input electronically
8B	Gas or diesel, 2 or 4 wheel drive, 8000 lb, 34' lifting height	\$ input electronically	\$ input electronically	\$ input electronically
9	Trailers; Eager Beaver, Trail King, Zieman or approved equal			
9A	20' deck, 8' width, lunette hitch, surge brakes, 18,000 lb cap	\$ input electronically	\$ input electronically	\$ input electronically
10	Truck mounted crane, mounted on heavy-duty chassis; National, Pittman, RO or approved equal:			
10A	8 ton	\$ input electronically	\$ input electronically	\$ input electronically
10B	12 ton	\$ input electronically	\$ input electronically	\$ input electronically
10C	15 ton	\$ input electronically	\$ input electronically	\$ input electronically
10D	17 ton	\$ input electronically	\$ input electronically	\$ input electronically
11	Bucket truck; Hi Ranger, Versalift, Lift All, Altec or approved equal:			
11A	30 ft	\$ input electronically	\$ input electronically	\$ input electronically
11B	48 ft	\$ input electronically	\$ input electronically	\$ input electronically
12	Rollers, riding, self-propelled; Bomag, Duopac, Ingersol-Rand, Multiquip or approved equal:			
12A	Vibratory, 3 to 5 ton	\$ input electronically	\$ input electronically	\$ input electronically
12B	Vibratory, 8 to 10 ton	\$ input electronically	\$ input electronically	\$ input electronically
13	Hydrahammer	\$ input electronically	\$ input electronically	\$ input electronically
14	Dump Truck			
14A	Dump Trucks, Two Axle Asphalt	\$ input electronically	\$ input electronically	\$ input electronically
14B	Dump Truck, Two Axle	\$ input electronically	\$ input electronically	\$ input electronically
14C	Dump Truck, Three Axle	\$ input electronically	\$ input electronically	\$ input electronically
14D	Dump Truck, Three Axle 6x6	\$ input electronically	\$ input electronically	\$ input electronically
15	Articulated dump truck			
15A	12 - 17 yard.	\$ input electronically	\$ input electronically	\$ input electronically
16	Two axle box truck			
16A	Two axle box truck, 10 ft. Box Truck	\$ input electronically	\$ input electronically	\$ input electronically

16B	Two axle box truck, 15 ft. Box Truck	\$ Input electronically	\$ input electronically	\$ input electronically
16C	Two axle box truck, 20 ft. Box Truck	\$ input electronically	\$ input electronically	\$ input electronically
16D	Two axle box truck, 24 ft. Box Truck	\$ input electronically	\$ input electronically	\$ input electronically
17	Truck Tractor, Diesel (2 Axle)	\$ input electronically	\$ input electronically	\$ input electronically
18	Stake bed Truck with lift gate (2 Axle)	\$ input electronically	\$ input electronically	\$ input electronically
19	½ Ton Pick-Up	\$ input electronically	\$ input electronically	\$ input electronically
20	¾ Ton Pick-Up	\$ input electronically	\$ input electronically	\$ input electronically
21	1 Ton Pick-Up	\$ input electronically	\$ input electronically	\$ input electronically
22	Man Lifts			
22A	Man Lift – up to 25' Reach	\$ input electronically	\$ input electronically	\$ input electronically
22B	Man Lift – 40' Reach	\$ input electronically	\$ input electronically	\$ input electronically
22C	Man Lift – 50' Reach	\$ input electronically	\$ input electronically	\$ input electronically
22D	Man Lift – 60' Reach	\$ input electronically	\$ input electronically	\$ input electronically
22E	Man Lift – 80' Reach	\$ input electronically	\$ input electronically	\$ input electronically
22F	Man Lift – 100' Reach	\$ input electronically	\$ input electronically	\$ input electronically
22G	Man Lift – 120' Reach	\$ input electronically	\$ input electronically	\$ input electronically
23	Trencher: Walk Behind – Gas	\$ input electronically	\$ input electronically	\$ input electronically
24	Rototiller: Walk Behind – Gas	\$ input electronically	\$ input electronically	\$ input electronically
25	Pressure Washer, Portable, Electric Motor, Hot Water, Gas-Propane	\$ input electronically	\$ input electronically	\$ input electronically
26	Mini Excavator: 10,000 – 11,499 lbs., Backfill Blade, Joystick Controls, Thumb on Boom	\$ input electronically	\$ input electronically	\$ input electronically

Related miscellaneous heavy-duty industrial / construction equipment not included herein may be rented, if available, on a demand basis, if authorized by Fleet Services Management personnel, Harbor Department or Water Department authorized personnel.

Bidder shall indicate discount from published price list: \_\_\_\_\_%

A copy of the published price list shall be attached and submitted with this bid. Failure to include the published price list may disqualify bid.

**Delivery:**

# of  2  hours for common industry equipment (required within 2 hours of notification).

# of  2  business days for large specialized equipment (required within 2 days of notification).

Please state hours of business:

Monday–Friday  7-5  Saturday \_\_\_\_\_ Sunday \_\_\_\_\_ Holidays \_\_\_\_\_

## Attachment A

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Herc Rentals Inc.

Business/Contractor/Agency

Jason Oosterbeek

Vice President

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

9/27/2017

Date

r20141001

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Consultants who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective Consultants should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13



City of Long Beach  
 Purchasing Division  
 333 W Ocean Blvd/7<sup>th</sup> Floor  
 Long Beach CA 90802

ATTACHMENT B

Reference Information Form

Client/Contractor Name General Service Administration

Project Manager/Contact Name Marlyn Ziegler E-mail marlyn.zigler@gsa.gov Ph. No. 816-826-8364

Address \_\_\_\_\_

Project Description Rental/Sales of full line catalog of construction equipment to federal agencies in the 48 states

Project Dates (Start and End) Ongoing since 2007 Contract Term(s) \_\_\_\_\_ Contract Amount 800k-1million annually

Client/Contractor Name Camp Shelby

Project Manager/Contact Name Lisa Anquizola E-mail lisa.anguizola@us.army.mil Ph. No. 601-313-1663

Address \_\_\_\_\_

Project Description Rental and Sales of Forklifts to support base operations

Project Dates (Start and End) Ongoing since 2007 Contract Term(s) \_\_\_\_\_ Contract Amount 250,000

Client/Contractor Name City of Los Angeles

Project Manager/Contact Name Robin LaCour E-mail robin.lacour@lacity.org Ph. No. 323-913-4733

Address \_\_\_\_\_

Project Description Rental, Construction Equipment & Heavy Trucks

Project Dates (Start and End) 8/2014-3/31-2017 Contract Term(s) \_\_\_\_\_ Contract Amount 8,758,537

Client/Contractor Name Harris County (TX)

Project Manager/Contact Name Muddy McDaniel E-mail muddy.mcdaniel@pur.hctx.net Ph. No. 713-274-4426

Address \_\_\_\_\_

Project Description Rental of Commercial, Industrial and Construction Equipment

Project Dates (Start and End) Ongoing since 2010 Contract Term(s) \_\_\_\_\_ Contract Amount 477,000

Client/Contractor Name Robins Air Force Base

Project Manager/Contact Name Verna Williams E-mail verna.williams@us.af.mil Ph. No. 478-327-1611

Address \_\_\_\_\_

Project Description Equipment Rental

Project Dates (Start and End) 3/2015-8/2015 Contract Term(s) \_\_\_\_\_ Contract Amount 583,600.42

Attachment C

**W-9 Request for Taxpayer  
Identification Number and Certification**

[Form must be signed and dated]

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Herc Rentals Inc</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>P.O. Box 650280</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Dallas, TX 75265-0280</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	<b>Employer identification number</b>																						
<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td></tr> </table>											<table border="1" style="width: 100%; height: 20px;"> <tr><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td></tr> </table>												
OR																							

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 8.

<b>Sign Here</b>	Signature of U.S. person <i>[Signature]</i>	Date <i>March 27, 2017</i>
------------------	---	----------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/ir9](http://www.irs.gov/ir9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-8 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Abuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** ITIN applicants: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(j)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>1</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulation section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking an Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-828-8676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 6 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 6 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

<sup>2</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>1</sup> List first and circle the name of the trust, estate, or pension trust. (Do not forget the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-898-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4069.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## Attachment D

### **EQUAL BENEFITS ORDINANCE DISCLOSURE**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

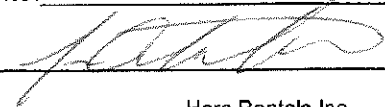
The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Jason Oosterbeek Title: Vice President  
Signature:  Date: 9/27/2017  
Business Entity Name: Herc Rentals Inc.

# EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

## Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Herc Rentals Inc. Federal Tax ID No. ██████████  
Address: 22422 S Alameda St  
City: Carson State: CA ZIP: 90810  
Contact Person: Donovan Martinez Telephone: 310-538-8368  
Email: donovan.martinez@hercrentals.com Fax: 866-294-6490

## Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.        Yes   x   No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?   x   Yes        No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
  x   Yes        No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
  x   Yes        No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  
  x   Yes        No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_ Yes \_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 27 day of September, 2017, at Bonita Springs, FL

Name Jason Oosterbeek

Signature 

Title Vice President

Federal Tax ID No. 



City of Long Beach  
Purchasing Division  
333 w. Ocean Blvd 7<sup>th</sup> Floor  
Long Beach, CA 90802

## ATTACHMENT E

### INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating (as specified in City AR 8-27) from AM Best Company with bid. Failure to submit this proof will disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
  - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
  - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
  - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional Insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
  - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
  - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus



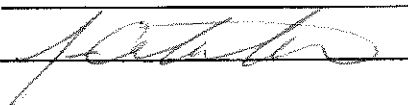


City of Long Beach  
Purchasing Division  
333 W. Ocean Blvd 7<sup>th</sup> Floor  
Long Beach, CA 90802

and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
- Contractor shall furnish the City with certificates of Insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- Before any of Contractor's or Subcontractor's employees shall do any work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: Jason Oosterbeek Title: Vice President  
Signature:  Date: 9/27/2017

17. 023127

**Secretary of State  
Statement of Information**  
(California Stock, Agricultural  
Cooperative and Foreign Corporations)

**SI-550**

**IMPORTANT** — Read instructions before completing this form.

Fees (Filing plus Distributions) — \$25.00;

Copy Fees — First page \$1.00; each attachment page \$0.50;  
Certification Fee — \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California Secretary of State. Note: If you registered in California using an assumed name, see instructions.)  
**Hero Rentals Inc.**

2. 7-Digit Secretary of State File Number  
**C0505045**

**FILED**  
Secretary of State  
State of California  
**MAY 01 2017**

**NOI NF**  
This Space For Office Use Only

3. Business Addresses:

a. Street Address of Principal Executive Office. Do not list a P.O. Box <b>27500 Riverview Center Boulevard</b>	City (no abbreviations) <b>Bonita Springs</b>	State <b>FL</b>	Zip Code <b>34134</b>
b. Mailing Address of Corporation, if different than item 3a.	City (no abbreviations)	State	Zip Code
c. Street Address of Principal California Office, if any and if different than item 3a - Do not list a P.O. Box	City (no abbreviations)	State <b>CA</b>	Zip Code

4. Officers

This Corporation is required to list all three of the officers set forth below. An additional one for the Chief Executive Officer and Chief Financial Officer may be added; however, the printed lines on this form must not be altered.

a. Chief Executive Officer <b>Lawrence</b>	First Name	Middle Name <b>TE</b>	Last Name <b>Silber</b>	Suffix
Address: <b>27500 Riverview Center Boulevard</b>				
			City (no abbreviations) <b>Bonita Springs</b>	State <b>FL</b> Zip Code <b>34134</b>
b. Secretary <b>Maryann</b>	First Name	Middle Name	Last Name <b>Waryns</b>	Suffix
Address: <b>27500 Riverview Center Boulevard</b>				
			City (no abbreviations) <b>Bonita Springs</b>	State <b>FL</b> Zip Code <b>34134</b>
c. Chief Financial Officer <b>Barbara</b>	First Name	Middle Name	Last Name <b>Bingler</b>	Suffix
Address: <b>27500 Riverview Center Boulevard</b>				
			City (no abbreviations) <b>Bonita Springs</b>	State <b>FL</b> Zip Code <b>34134</b>

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: Item 5a: At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and address on Form SI-650A (see instructions).

a. First Name	Middle Name	Last Name	Suffix
Address			
		City (no abbreviations)	State Zip Code
b. Number of Vacancies on the Board of Directors, if any: _____			

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) <b>CT Corporation System</b>	Middle Name <b>(CONSOLID)</b>	Last Name	Suffix
b. Street Address (if agent is not a corporation) — Do not enter a P.O. Box			
		City (no abbreviations)	State Zip Code <b>CA</b>

CORPORATION — Complete item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete item 6a or 6b

7. Type of Business

Describe the type of business or services of the Corporation  
**Renting, Lending and Selling C**

8. The information contained herein, including in any attachments, is true and correct.

Date: **4/28/17** Type of Print Name: **Mandy Hendricks** Title: **POA** Signature: **Mandy Hendricks**

1/2 Added For Imaging  
5-8-2017  
US

17.023/27

HERC RENTALS INC.

OFFICERS

<u>Name</u>	<u>Office</u>
Lawrence H. Silber	President and Chief Executive Officer
Barbara L. Brusler	Senior Vice President and Chief Financial Officer
James Bruce Dressel	Senior Vice President and Chief Operating Officer
Christian J. Cunningham	Senior Vice President and Chief Human Resources Officer
Richard F. Marani	Senior Vice President and Chief Information Officer
Maryann A. Warylas	Senior Vice President, Chief Legal Officer and Secretary
Leslie Brady	Vice President, Internal Audit
Carlo Cavocchi	Vice President, Specialty Solutions
Paul Dickard	Vice President, Communications
Elizabeth Higashi	Vice President, Investor Relations
Charles Miller	Vice President, Operations
Jason Oosterbeek	Vice President, Pricing and Sales Strategy
James Portnoy	Vice President, Deputy General Counsel, Chief Compliance Officer and Assistant Secretary
Sheri Roberts	Vice President, Assistant General Counsel and Assistant Secretary
Sharon Petrosino	Vice President, Assistant General Counsel and Assistant Secretary
Kyle Scott	Vice President, Finance
Marlin Shaw	Vice President, Tax
Mustally Hussain	Vice President, Treasurer

\*\*\*All of the above officers are located as 27500 Riverview Center Blvd., Bonita Springs, FL 34134

2/2 Added For Imaging  
5-8-2017

**Bid Results**

**Bidder Details**

**Vendor Name** Herc Rentals Inc.  
**Address** 22422 S. Alameda St  
 Carson, CA 90810  
 United States  
  
**Respondee** Jason Oosterbeek  
**Respondee Title** Vice President  
**Phone** 239-301-1198 Ext.  
**Email** hercbids@hercrentals.com  
**Vendor Type** NONE,Local

**Bid Detail**

**Bid Format** Electronic  
**Submitted** October 3, 2017 1:59:52 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 118144  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Herc Submittal	Long Beach, CA - ITB FS 18-019 Heavy Equipment Rental - Final.pdf	General Attachment

**Line Items**

Discount Terms no discount							
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>BULLDOZERS</b>							
1	70 HP, diesel, wih 7' blade and torque converter with power shift	Hourly	1	\$349.0000	\$349.0000	\$349.0000	
2	70 HP, diesel, wih 7' blade and torque converter with power shift	Daily	1	\$349.0000	\$349.0000	\$349.0000	
3	70 HP, diesel, wih 7' blade and torque converter with power shift	Weekly	1	\$751.0000	\$751.0000	\$751.0000	
4	120 HP, diesel, with 10' blade and torque converter with power shift	Hourly	1	\$469.0000	\$469.0000	\$469.0000	
5	120 HP, diesel, with 10' blade and torque converter with power shift	Daily	1	\$469.0000	\$469.0000	\$469.0000	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
6	120 HP, diesel, with 10' blade and torque converter with power shift	Weekly	1	\$1,401.0000	\$1,401.0000	\$1,401.0000	
				<b>Subtotal</b>	<b>\$3,788.0000</b>	<b>\$3,788.0000</b>	
	<b>ARTICULATED WHEEL LOADER</b>						
7	90 HP, diesel, 1.75 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point	Hourly	1	\$391.0000	\$391.0000	\$391.0000	
8	90 HP, diesel, 1.75 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point	Daily	1	\$391.0000	\$391.0000	\$391.0000	
9	90 HP, diesel, 1.75 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point	Weekly	1	\$971.0000	\$971.0000	\$971.0000	
10	150 HP, 3 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point	Hourly	1	\$427.0000	\$427.0000	\$427.0000	
11	150 HP, 3 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point	Daily	1	\$427.0000	\$427.0000	\$427.0000	
12	150 HP, 3 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point	Weekly	1	\$1,400.0000	\$1,400.0000	\$1,400.0000	
				<b>Subtotal</b>	<b>\$4,007.0000</b>	<b>\$4,007.0000</b>	
	<b>GENERAL PURPOSE TRACTOR</b>						
13	50 HP, diesel, with loader bucket, 5/8 cubic yard capacity, power-shift transmission, PTO and 3-point hitch and ROPS/FOPS	Hourly	1	no bid			
14	50 HP, diesel, with loader bucket, 5/8 cubic yard capacity, power-shift transmission, PTO and 3-point hitch and ROPS/FOPS	Daily	1	no bid			
15	50 HP, diesel, with loader bucket, 5/8 cubic yard capacity, power-shift transmission, PTO and 3-point hitch and ROPS/FOPS	Weekly	1	no bid			
16	80 HP, diesel, with loader bucket, 5/8 cubic yard capacity, power-shift transmission, PTO and 3-point hitch and ROPS/FOPS	Hourly	1	\$208.0000	\$208.0000	\$208.0000	
17	80 HP, diesel, with loader bucket, 5/8 cubic yard capacity, power-shift transmission, PTO and 3-point hitch and ROPS/FOPS	Daily	1	\$208.0000	\$208.0000	\$208.0000	
18	80 HP, diesel, with loader bucket, 5/8 cubic yard capacity, power-shift transmission, PTO and 3-point hitch and ROPS/FOPS	Weekly	1	\$435.0000	\$435.0000	\$435.0000	
				<b>Subtotal</b>	<b>\$851.0000</b>	<b>\$851.0000</b>	
	<b>BACKHOES</b>						
19	55 HP, diesel, with loader bucket, 7/8 cu yd capacity, power-shift transmission, 14' reach and ROPS/FOPS	Hourly	1	\$240.0000	\$240.0000	\$240.0000	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
20	55 HP, diesel, with loader bucket, 7/8 cu yd capacity, power-shift transmission, 14' reach and ROPS/FOPS	Daily	1	\$240.0000	\$240.0000	\$240.0000	
21	55 HP, diesel, with loader bucket, 7/8 cu yd capacity, power-shift transmission, 14' reach and ROPS/FOPS	Weekly	1	\$650.0000	\$650.0000	\$650.0000	
22	80 HP, diesel, W/loader bucket, 1.25 cu yd capacity; power-shift transmission, PTO 23.5' reach and ROPS/FOPS	Hourly	1	\$240.0000	\$240.0000	\$240.0000	
23	80 HP, diesel, W/loader bucket, 1.25 cu yd capacity; power-shift transmission, PTO 23.5' reach and ROPS/FOPS	Daily	1	\$240.0000	\$240.0000	\$240.0000	
24	80 HP, diesel, W/loader bucket, 1.25 cu yd capacity; power-shift transmission, PTO 23.5' reach and ROPS/FOPS	Weekly	1	\$650.0000	\$650.0000	\$650.0000	
				<b>Subtotal</b>	<b>\$2,260.0000</b>	<b>\$2,260.0000</b>	
<b>GRADER</b>							
25	90 HP, diesel, 12' blade, with cab	Hourly	1	no bid			
26	90 HP, diesel, 12' blade, with cab	Daily	1	no bid			
27	90 HP, diesel, 12' blade, with cab	Weekly	1	no bid			
				<b>Subtotal</b>	<b>0</b>	<b>0</b>	
<b>FORKLIFTS INDUSTRIAL</b>							
28	Gas or propane, 3000 lb, 10' lifting height, pneumatic or semi-pneumatic-tires, with ROPS/FOPS	Hourly	1	no bid			
29	Gas or propane, 3000 lb, 10' lifting height, pneumatic or semi-pneumatic-tires, with ROPS/FOPS	Daily	1	no bid			
30	Gas or propane, 3000 lb, 10' lifting height, pneumatic or semi-pneumatic-tires, with ROPS/FOPS	Weekly	1	no bid			
31	Gas or propane, 8000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Hourly	1	\$180.0000	\$180.0000	\$180.0000	
32	Gas or propane, 8000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Daily	1	\$180.0000	\$180.0000	\$180.0000	
33	Gas or propane, 8000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Weekly	1	\$450.0000	\$450.0000	\$450.0000	
34	Gas or propane, 10,000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Hourly	1	\$215.0000	\$215.0000	\$215.0000	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
35	Gas or propane, 10,000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Daily	1	\$215.0000	\$215.0000	\$215.0000	
36	Gas or propane, 10,000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Weekly	1	\$525.0000	\$525.0000	\$525.0000	
				<b>Subtotal</b>	<b>\$1,765.0000</b>	<b>\$1,765.0000</b>	
	<b>FORKLIFTS ROUGH TERRAIN</b>						
37	Gas-or-diesel, 10,000-1b: 25' lifting Height with ROPS/FOPS	Hourly	1	\$230.0000	\$230.0000	\$230.0000	
38	Gas-or-diesel, 10,000-1b: 25' lifting Height with ROPS/FOPS	Daily	1	\$230.0000	\$230.0000	\$230.0000	
39	Gas-or-diesel, 10,000-1b: 25' lifting Height with ROPS/FOPS	Weekly	1	\$675.0000	\$675.0000	\$675.0000	
				<b>Subtotal</b>	<b>\$1,135.0000</b>	<b>\$1,135.0000</b>	
	<b>BOOM TYPE, HIGH LIFT</b>						
40	Gas or diesel, 2 or 4 wheel drive, 4000 lb, 28' lifting height	Hourly	1	\$279.0000	\$279.0000	\$279.0000	
41	Gas or diesel, 2 or 4 wheel drive, 4000 lb, 28' lifting height	Daily	1	\$279.0000	\$279.0000	\$279.0000	
42	Gas or diesel, 2 or 4 wheel drive, 4000 lb, 28' lifting height	Weekly	1	\$691.0000	\$691.0000	\$691.0000	
43	Gas or diesel, 2 or 4 wheel drive, 8000 lb, 34' lifting height	Hourly	1	\$309.0000	\$309.0000	\$309.0000	
44	Gas or diesel, 2 or 4 wheel drive, 8000 lb, 34' lifting height	Daily	1	\$309.0000	\$309.0000	\$309.0000	
45	Gas or diesel, 2 or 4 wheel drive, 8000 lb, 34' lifting height	Weekly	1	\$879.0000	\$879.0000	\$879.0000	
				<b>Subtotal</b>	<b>\$2,746.0000</b>	<b>\$2,746.0000</b>	
	<b>TRAILERS</b>						
46	20' deck, 8' width, lunette hitch, surge brakes, 18,000 lb cap	Hourly	1	\$119.0000	\$119.0000	\$119.0000	
47	20' deck, 8' width, lunette hitch, surge brakes, 18,000 lb cap	Daily	1	\$119.0000	\$119.0000	\$119.0000	
48	20' deck, 8' width, lunette hitch, surge brakes, 18,000 lb cap	Weekly	1	\$400.0000	\$400.0000	\$400.0000	
				<b>Subtotal</b>	<b>\$638.0000</b>	<b>\$638.0000</b>	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>TRUCK MOUNTED CRANE, MOUNTED ON HEAVY DUTY CHASSIS</b>							
49	8 TON	Hourly	1	\$520.0000	\$520.0000	\$520.0000	
50	8 TON	Daily	1	\$520.0000	\$520.0000	\$520.0000	
51	8 TON	Weekly	1	\$1,350.0000	\$1,350.0000	\$1,350.0000	
52	12 TON	Hourly	1	\$520.0000	\$520.0000	\$520.0000	
53	12 TON	Daily	1	\$520.0000	\$520.0000	\$520.0000	
54	12 TON	Weekly	1	\$1,350.0000	\$1,350.0000	\$1,350.0000	
55	15 TON	Hourly	1	\$520.0000	\$520.0000	\$520.0000	
56	15 TON	Daily	1	\$520.0000	\$520.0000	\$520.0000	
57	15 TON	Weekly	1	\$1,350.0000	\$1,350.0000	\$1,350.0000	
58	17 TON	Hourly	1	\$520.0000	\$520.0000	\$520.0000	
59	17 TON	Daily	1	\$520.0000	\$520.0000	\$520.0000	
60	17 TON	Weekly	1	\$1,350.0000	\$1,350.0000	\$1,350.0000	
<b>Subtotal</b>					<b>\$9,560.0000</b>	<b>\$9,560.0000</b>	
<b>BUCKET TRUCK</b>							
61	30 FOOT	Hourly	1	\$425.0000	\$425.0000	\$425.0000	
62	30 FOOT	Daily	1	\$425.0000	\$425.0000	\$425.0000	
63	30 FOOT	Weekly	1	\$1,350.0000	\$1,350.0000	\$1,350.0000	



**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
64	48 FOOT	Hourly	1	\$1,475.0000	\$1,475.0000	\$1,475.0000	
65	48 FOOT	Daily	1	\$1,475.0000	\$1,475.0000	\$1,475.0000	
66	48 FOOT	Weekly	1	\$1,900.0000	\$1,900.0000	\$1,900.0000	
				<b>Subtotal</b>	<b>\$7,050.0000</b>	<b>\$7,050.0000</b>	
	<b>ROLLERS, RIDING, SELF PROPELLED</b>						
67	Vibratory, 3 ton to 5 ton	Hourly	1	\$125.0000	\$125.0000	\$125.0000	
68	Vibratory, 3 ton to 5 ton	Daily	1	\$125.0000	\$125.0000	\$125.0000	
69	Vibratory, 3 ton to 5 ton	Weekly	1	\$500.0000	\$500.0000	\$500.0000	
70	Vibratory, 8 ton to 10 ton	Hourly	1	\$175.0000	\$175.0000	\$175.0000	
71	Vibratory, 8 ton to 10 ton	Daily	1	\$175.0000	\$175.0000	\$175.0000	
72	Vibratory, 8 ton to 10 ton	Weekly	1	\$725.0000	\$725.0000	\$725.0000	
73	Hydrahammer	Hourly	1	no bid			
74	Hydrahammer	Daily	1	no bid			
75	Hydrahammer	Weekly	1	no bid			
				<b>Subtotal</b>	<b>\$1,825.0000</b>	<b>\$1,825.0000</b>	
	<b>DUMP TRUCK</b>						
76	Dump Truck, Two Axle Asphalt	Hourly	1	\$165.0000	\$165.0000	\$165.0000	
77	Dump Truck, Two Axle Asphalt	Daily	1	\$165.0000	\$165.0000	\$165.0000	
78	Dump Truck, Two Axle Asphalt	Weekly	1	\$520.0000	\$520.0000	\$520.0000	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
79	Dump Truck, Two Axle	Hourly	1	\$190.0000	\$190.0000	\$190.0000	
80	Dump Truck, Two Axle	Daily	1	\$190.0000	\$190.0000	\$190.0000	
81	Dump Truck, Two Axle	Weekly	1	\$650.0000	\$650.0000	\$650.0000	
82	Dump Truck, Three Axle	Hourly	1	\$495.0000	\$495.0000	\$495.0000	
83	Dump Truck, Three Axle	Daily	1	\$495.0000	\$495.0000	\$495.0000	
84	Dump Truck, Three Axle	Weekly	1	\$1,600.0000	\$1,600.0000	\$1,600.0000	
85	Dump Truck, Three Axle 6x6	Hourly	1	\$1,380.0000	\$1,380.0000	\$1,380.0000	
86	Dump Truck, Three Axle 6x6	Daily	1	\$1,380.0000	\$1,380.0000	\$1,380.0000	
87	Dump Truck, Three Axle 6x6	Weekly	1	\$3,795.0000	\$3,795.0000	\$3,795.0000	
				<b>Subtotal</b>	<b>\$11,025.0000</b>	<b>\$11,025.0000</b>	
	<b>ARTICULATED DUMP TRUCK</b>						
88	12 yard to 17 yard	Hourly	1	no bid			
89	12 yard to 17 yard	Daily	1	no bid			
90	12 yard to 17 yard	Weekly	1	no bid			
				<b>Subtotal</b>	<b>0</b>	<b>0</b>	
	<b>TWO AXLE BOX TRUCK</b>						
91	Two axle Box Truck, 10 ft. Box Truck	Hourly	1	no bid			
92	Two axle Box Truck, 10 ft. Box Truck	Daily	1	no bid			
93	Two axle Box Truck, 10 ft. Box Truck	Weekly	1	no bid			

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
94	Two Axle Box Truck, 15 ft. Box Truck	Hourly	1	\$135.0000	\$135.0000	\$135.0000	
95	Two Axle Box Truck, 15 ft. Box Truck	Daily	1	\$135.0000	\$135.0000	\$135.0000	
96	Two Axle Box Truck, 15 ft. Box Truck	Weekly	1	\$435.0000	\$435.0000	\$435.0000	
97	Two Axle Box Truck, 20 ft. Box Truck	Hourly	1	\$90.0000	\$90.0000	\$90.0000	
98	Two Axle Box Truck, 20 ft. Box Truck	Daily	1	\$90.0000	\$90.0000	\$90.0000	
99	Two Axle Box Truck, 20 ft. Box Truck	Weekly	1	\$350.0000	\$350.0000	\$350.0000	
100	Two Axle Box Truck, 24 ft. Box Truck	Hourly	1	\$125.0000	\$125.0000	\$125.0000	
101	Two Axle Box Truck, 24 ft. Box Truck	Daily	1	\$125.0000	\$125.0000	\$125.0000	
102	Two Axle Box Truck, 24 ft. Box Truck	Weekly	1	\$400.0000	\$400.0000	\$400.0000	
103	Truck Tractor, Diesel	Hourly	1	\$165.0000	\$165.0000	\$165.0000	
104	Truck Tractor, Diesel	Daily	1	\$165.0000	\$165.0000	\$165.0000	
105	Truck Tractor, Diesel	Weekly	1	\$525.0000	\$525.0000	\$525.0000	
106	Stake Bed Truck with lift gate, two axle	Hourly	1	no bid			
107	Stake Bed Truck with lift gate, two axle	Daily	1	no bid			
108	Stake Bed Truck with lift gate, two axle	Weekly	1	no bid			
109	1/2 Ton Pick Up Truck	Hourly	1	no bid			

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
110	1/2 Ton Pick Up Truck	Daily	1	no bid			
111	1/2 Ton Pick Up Truck	Weekly	1	no bid			
112	3/4 Ton Pick Up Truck	Hourly	1	no bid			
113	3/4 Ton Pick Up Truck	Daily	1	no bid			
114	3/4 Ton Pick Up Truck	Weekly	1	no bid			
115	1 Ton Pick Up Truck	Hourly	1	no bid			
116	1 Ton Pick Up Truck	Daily	1	no bid			
117	1 Ton Pick Up Truck	Weekly	1	no bid			
				<b>Subtotal</b>	<b>\$2,740.0000</b>	<b>\$2,740.0000</b>	
<b>MAN LIFTS</b>							
118	Man Lift - up to 25' Reach	Hourly	1	\$155.0000	\$155.0000	\$155.0000	
119	Man Lift - up to 25' Reach	Daily	1	\$155.0000	\$155.0000	\$155.0000	
120	Man Lift - up to 25' Reach	Weekly	1	\$425.0000	\$425.0000	\$425.0000	
121	Man Lift - up to 40' Reach	Hourly	1	\$210.0000	\$210.0000	\$210.0000	
122	Man Lift - up to 40' Reach	Daily	1	\$210.0000	\$210.0000	\$210.0000	
123	Man Lift - up to 40' Reach	Weekly	1	\$535.0000	\$535.0000	\$535.0000	
124	Man Lift - up to 50' Reach	Hourly	1	\$210.0000	\$210.0000	\$210.0000	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
125	Man Lift - up to 50' Reach	Daily	1	\$210.0000	\$210.0000	\$210.0000	
126	Man Lift - up to 50' Reach	Weekly	1	\$535.0000	\$535.0000	\$535.0000	
127	Man Lift - up to 60' Reach	Hourly	1	\$285.0000	\$285.0000	\$285.0000	
128	Man Lift - up to 60' Reach	Daily	1	\$285.0000	\$285.0000	\$285.0000	
129	Man Lift - up to 60' Reach	Weekly	1	\$720.0000	\$720.0000	\$720.0000	
130	Man Lift - up to 80' Reach	Hourly	1	\$425.0000	\$425.0000	\$425.0000	
131	Man Lift - up to 80' Reach	Daily	1	\$425.0000	\$425.0000	\$425.0000	
132	Man Lift - up to 80' Reach	Weekly	1	\$1,125.0000	\$1,125.0000	\$1,125.0000	
133	Man Lift - up to 100' Reach	Hourly	1	\$895.0000	\$895.0000	\$895.0000	
134	Man Lift - up to 100' Reach	Daily	1	\$895.0000	\$895.0000	\$895.0000	
135	Man Lift - up to 100' Reach	Weekly	1	\$2,495.0000	\$2,495.0000	\$2,495.0000	
136	Man Lift - up to 120' Reach	Hourly	1	\$895.0000	\$895.0000	\$895.0000	
137	Man Lift - up to 120' Reach	Daily	1	\$895.0000	\$895.0000	\$895.0000	
138	Man Lift - up to 120' Reach	Weekly	1	\$2,495.0000	\$2,495.0000	\$2,495.0000	
139	Trencher: Walk Behind - Gas	Hourly	1	no bid			
140	Trencher: Walk Behind - Gas	Daily	1	no bid			

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
141	Trencher: Walk Behind - Gas	Weekly	1	no bid			
142	Rototiller: Walk Behind - Gas	Hourly	1	no bid			
143	Rototiller: Walk Behind - Gas	Daily	1	no bid			
144	Rototiller: Walk Behind - Gas	Weekly	1	no bid			
145	Pressure Washer, Portable, Electric Motor, Hot Water, Gas-Propane	Hourly	1	no bid			
146	Pressure Washer, Portable, Electric Motor, Hot Water, Gas-Propane	Daily	1	no bid			
147	Pressure Washer, Portable, Electric Motor, Hot Water, Gas-Propane	Weekly	1	no bid			
148	Mini Excavator: 10,000 - 14,000 lbs. Backfill Blade, Joystick Controls, Thumb on Boom	Hourly	1	no bid			
149	Mini Excavator: 10,000 - 14,000 lbs. Backfill Blade, Joystick Controls, Thumb on Boom	Daily	1	no bid			
150	Mini Excavator: 10,000 - 14,000 lbs. Backfill Blade, Joystick Controls, Thumb on Boom	Weekly	1	no bid			
				<b>Subtotal</b>	<b>\$14,480.0000</b>	<b>\$14,480.0000</b>	
				<b>Total</b>	<b>\$63,870.0000</b>	<b>\$63,870.0000</b>	