

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. 34823

- 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.
- 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.
- 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.
- 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.
- 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: Fort Mill, South Carolina ON THE 12th DAY OF October, 2017
CITY STATE MONTH

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

STREET ADDRESS: 2341 Deerfield Drive CITY: Fort Mill STATE: SC ZIP: 29715

PHONE: 800-508-4762 / 803-578-5136 FAX: 803-578-6850

S/ Becky Casella Customer Contract Manager
(SIGNATURE) (TITLE)

Becky Casella contractteam@sunbeltrentals.com
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Sr. Customer Contract Manager
(SIGNATURE) (TITLE)

Stephanie Ransone contractteam@sunbeltrentals.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]
Director of Financial Management

11-21-2017
Date

APPROVED AS TO FORM November 20, 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 North Carolina
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 n/a
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65 n/a
 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: n/a

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~~ South Carolina
County of York)

On October 12, 2017 before me, Becky Casella, Customer Contract Manager
(insert name and title of the officer)
Authorized Representative

personally appeared before Christina Pasquarelli, a South Carolina Notary, 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. South Carolina

WITNESS my hand and official seal.

Signature  (Seal)
Notary

Christina Pasquarelli
Notary Public, State of South Carolina
My Commission Expires June 19, 2025

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
- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:
Authorized Representatives

DESCRIPTION OF ATTACHED DOCUMENT

Letter of Authorization
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

September 21, 2017
DATE OF DOCUMENT

Maria Blue Minsker
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~~ South Carolina
County of York)

On October 12, 2017 before me, Stephanie Ransone, Sr. Customer Contract Manager
(insert name and title of the officer)
Authorized Representative

personally appeared before Christina Pasquarelli, a South Carolina Notary, 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. South Carolina

WITNESS my hand and official seal.

Signature *Christina Pasquarelli* (Seal)
Notary

Christina Pasquarelli
Notary Public, State of South Carolina
My Commission Expires June 19, 2025

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
- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:
Authorized Representatives

DESCRIPTION OF ATTACHED DOCUMENT

Letter of Authorization
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

September 21, 2017
DATE OF DOCUMENT

Maria Blue Minsker
SIGNER(S) OTHER THAN NAMED ABOVE

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



September 21, 2017

To Whom It May Concern:

As per the Sunbelt Policies and Procedures Manual only members of the Customer Contract Team are authorized to sign specific customer documents:

1.2.4.1 Customer Contracts

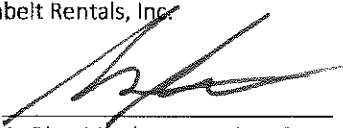
Certain customers may require that Sunbelt execute a customer document prior to doing business with Sunbelt. A customer document can include a purchase order, contract, RFQ, RFP, supplier registration form or any other document containing customer terms and conditions and/or requiring a signature by an authorized Sunbelt employee. All such documents must be sent to Sunbelt's Customer Contract Team for review and signature prior to doing business with the customer. Documents should be sent to contractteam@sunbeltrentals.com.

The Customer Contract Team is based in the corporate headquarters (Support Office) with the Executive Management Team and reports in directly to the General Counsel of the Company. Please be advised that the undersigned hereby authorizes the following individual(s) as part of the Contract Team to sign the indicated documents on behalf of Sunbelt Rentals, Inc. through December 31, 2018.

Maria Blue Minsker
Pamela (Pam) Ponte
Matt Lanning
Lucinda (Cindy) Vasbinder

Stephanie L. Ransone
Elizabeth (Lizzie) Gifaldi
Rebecca (Becky) Casella


Sunbelt Rentals, Inc.

By: 
Maria Blue Minsker, Associate Counsel

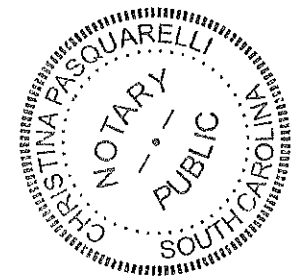
State of South Carolina, County of York

On this 21st day of September, 2017 before me personally appeared Maria Blue Minsker, Associate Counsel of Sunbelt Rentals, Inc. who provided satisfactory evidence of his identification to be the person whose name is subscribed to this instrument, and she acknowledged that she executed the foregoing instrument.

Witness me hand and official seal, this 21st day of September, 2017.


Print Name: Christina Pasquarelli

My Commission Expires: June 19, 2025



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, 9th 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: _____

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 _____ 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.

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 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>

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

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 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 (5th) 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 (3rd) 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

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; _____% discount in _____ days.

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).

**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)

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: CHRIS ARCEO

Contact Direct Phone: 562-221-4371

Contact Fax: 562-415-2122

Contact E-mail: CHRIS.ARCEO@SUNBELTSRENTALS.COM

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 19

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.

24 HOUR / 7 DAY AFTER HOURS NUMBER: 562-415-2121

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:

3333 E 69TH ST. LONG BEACH 90805

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
HEAVY EQUIPMENT RENTAL

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: 20 %

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. NOT PUBLISHED

Delivery:

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

of 1 business days for large specialized equipment (required within 2 days of notification).

Please state hours of business:

Monday–Friday 7-5 Saturday CLOSED Sunday CLOSED Holidays CLOSED
 (AFTER HOUR EMERGENCY SERVICE AVAILABLE)

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.

Scarbett Rentals Inc

Business/Contractor/Agency

Chris Arceo

Name of Authorized Representative

Territory Manager

Title of Authorized Representative



Signature of Authorized Representative

10/3/17

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 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

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶
 Other (see instructions) ▶

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt or suite no.) Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

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 partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 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.

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

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. SUNBELT RENTALS, INC.	
	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) ▶ _____ 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. <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) N/A Exemption from FATCA reporting code (if any) 5 <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 2341 DEERFIELD DRIVE **REMIT: PO BOX 409211**	
	6 City, state, and ZIP code FORT MILL, SC 29715 **ATLANTA, GA 30384-9211**	
	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.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/9/2017
------------------	----------------------------	------------------------

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/iv9.

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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-f (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.

Attachment C

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

[Form must be signed and dated]



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

ATTACHMENT B

Reference Information Form

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, October 2, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2254282 SUNBELT RENTALS, INC.

Registration Date:	07/24/2000
Jurisdiction:	NORTH CAROLINA
Entity Type:	FOREIGN STOCK
Status:	ACTIVE
Agent for Service of Process:	C T CORPORATION SYSTEM 818 W 7TH ST STE 930 LOS ANGELES CA 90017
Entity Address:	2341 DEERFIELD DRIVE FORT MILL SC 29715
Entity Mailing Address:	2341 DEERFIELD DRIVE FORT MILL SC 29715

A Statement of Information is due EVERY year beginning five months before and through the end of July.

Document Type	↑↓ File Date	↓↑ PDF
SI-NO CHANGE	03/07/2017	
SI-COMPLETE	06/24/2015	
REGISTRATION	07/24/2000	Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).



City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th 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

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.

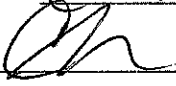
Executed this ³~~20~~ day of October, 2017 at Long Beach, CA

Name Chris Areco Signature 

Title Territory Manager Federal Tax ID No. [REDACTED]

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: Chris Arceo Title: Territory Manager
Signature:  Date: 10/3/17
Business Entity Name: Sunbelt Rentals

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Chris Arceo ^{CA} Sambel It Rentals inc Federal Tax ID No. [REDACTED]
Address: 3333 E 69th St, Long Beach, Ca
City: Long Beach State: CA ZIP: 90805
Contact Person: Chris Arceo Telephone: 562-221-4371
Email: Chris.Arceo@sambelrentals.com Fax: 562-

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? 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?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 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?
 Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State. Individual and sole proprietor companies are exempt.

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.sos.ca.gov/

The screenshot shows a web browser window with the URL <http://kapiert.sos.ca.gov/>. The browser's address bar shows "Business Search - Bu...". The page header includes the California Secretary of State logo and the name "California Secretary of State Alex Padilla". Below the header is a navigation menu with links for "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries".

The main content area is titled "Business Search" and contains the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

The left sidebar contains a "Business Entities (BE)" section with links to "Online Services", "E-File Statements of Information for Corporations", "Business Search", "Processing Times", and "Disclosure Search". Other sidebar links include "Main Page", "Service Options", "Name Availability", "Forms, Samples & Fees", "Statements of Information (annual/biennial reports)", "Filing Tips", "Information Requests (certificates, copies & status reports)", "Service of Process", "FAQs", "Contact Information", and "Resources".

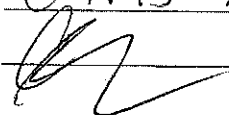


City of Long Beach
Purchasing Division
333 W. Ocean Blvd 7th Floor
Long Beach, CA 90802

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: Chris Arceo
Signature: 

Title: Territory Manager
Date: 10/3/17

F



State of California Secretary of State

Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FK19570

FILED

In the office of the Secretary of State
of the State of California

MAR-07 2017

1. CORPORATE NAME

SUNBELT RENTALS, INC.

2. CALIFORNIA CORPORATE NUMBER

C2254282

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

03/07/2017

KURT J KENKEL

SECRETARY

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

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: Chris Arceo Title: Territory Manager
Signature:  Date: 10/3/17
Business Entity Name: Sunbelt Rentals

Sunbelt has less than 500 union employees all of whom are located in the Midwestern or Eastern states. These union employees constitute less than 5% of our workforce. They are covered by union benefit plans of which we do not have copies and therefore, cannot speak to the benefits offered.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Chris Arceo ^{CA} Sunbelt Rentals inc Federal Tax ID No. [REDACTED]
Address: 3333 E 69th St, Long Beach, CA
City: Long Beach State: CA ZIP: 90805
Contact Person: Chris Arceo Telephone: 562-221-4371
Email: Chris.Arceo@sunbeltrentals.com Fax: 562-

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? 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?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 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?
 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 ³~~20th~~ day of October, 2017 at Long Beach, CA

Name Chris Areco Signature [Signature]

Title Territory Manager Federal Tax ID No. [Redacted]

Sunbelt has less than 500 union employees all of whom are located in the Midwestern or Eastern states. These union employees constitute less than 5% of our workforce. They are covered by union benefit plans of which we do not have copies and therefore, cannot speak to the benefits offered.

Bid Results

Bidder Details

Vendor Name Sunbelt Rentals
Address 2341 Deerfield Dr
 Fort Mill, SC 29715
 United States

Respondee Chris Arceo
Respondee Title Territory Manager
Phone 562-221-4371 Ext.
Email chris.arceo@sunbeltrentals.com
Vendor Type OSB,FSB

Bid Detail

Bid Format Electronic
Submitted October 3, 2017 11:05:13 AM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 117986
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Sunbelt Rentals/Chris Arceo Equipment Bid	Heavy Equipment Long Beach Bid.pdf	General Attachment

Line Items

Discount Terms no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
BULLDOZERS							
1	70 HP, diesel, with 7' blade and torque converter with power shift	Hourly	1	\$444.0000	\$444.0000	\$444.0000	John Deere 450
2	70 HP, diesel, with 7' blade and torque converter with power shift	Daily	1	\$444.0000	\$444.0000	\$444.0000	John Deere 450
3	70 HP, diesel, with 7' blade and torque converter with power shift	Weekly	1	\$1,412.0000	\$1,412.0000	\$1,412.0000	John Deere 450
4	120 HP, diesel, with 10' blade and torque converter with power shift	Hourly	1	\$632.0000	\$632.0000	\$632.0000	John Deere 650
5	120 HP, diesel, with 10' blade and torque converter with power shift	Daily	1	\$632.0000	\$632.0000	\$632.0000	John Deere 650
6	120 HP, diesel, with 10' blade and torque converter with power shift	Weekly	1	\$2,104.0000	\$2,104.0000	\$2,104.0000	John Deere 650

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
				Subtotal	\$5,668.0000	\$5,668.0000	
	ARTICULATED WHEEL LOADER						
7	90 HP, diesel, 1.75 yard bucket, ROPS/FOPS, windshield, with steering behind articualtion point						
	Hourly		1	\$420.0000	\$420.0000	\$420.0000	John Deere 444
8	90 HP, diesel, 1.75 yard bucket, ROPS/FOPS, windshield, with steering behind articualtion point						
	Daily		1	\$420.0000	\$420.0000	\$420.0000	John Deere 444
9	90 HP, diesel, 1.75 yard bucket, ROPS/FOPS, windshield, with steering behind articualtion point						
	Weekly		1	\$1,416.0000	\$1,416.0000	\$1,416.0000	John Deere 444
10	150 HP, 3 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point						
	Hourly		1	\$560.0000	\$560.0000	\$560.0000	John Deere 644
11	150 HP, 3 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point						
	Daily		1	\$560.0000	\$560.0000	\$560.0000	John Deere 644
12	150 HP, 3 yard bucket, ROPS/FOPS, windshield, with steering behind articulation point						
	Weekly		1	\$1,780.0000	\$1,780.0000	\$1,780.0000	John Deere 644
				Subtotal	\$5,156.0000	\$5,156.0000	
	GENERAL PURPOSE TRACTOR						
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			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			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			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	\$276.0000	\$276.0000	\$276.0000	no bucket 75 hp
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	\$276.0000	\$276.0000	\$276.0000	no bucket 75 hp
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	\$768.0000	\$768.0000	\$768.0000	no bucket 75 hp
				Subtotal	\$1,320.0000	\$1,320.0000	
	BACKHOES						
19	55 HP, diesel, with loader bucket, 7/8 cu yd capacity, power-shift transmission, 14' reach and ROPS/FOPS						
	Hourly		1	no bid			no bid
20	55 HP, diesel, with loader bucket, 7/8 cu yd capacity, power-shift transmission, 14' reach and ROPS/FOPS						
	Daily		1	no bid			no bid

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
21	55 HP, diesel, with loader bucket, 7/8 cu yd capacity, power-shift transmission, 14' reach and ROPS/FOPS	Weekly	1	no bid			no bid
22	80 HP, diesel, W/loader bucket, 1.25 cu yd capacity; power-shift transmission, PTO 23.5' reach and ROPS/FOPS	Hourly	1	\$312.0000	\$312.0000	\$312.0000	John Deere 310
23	80 HP, diesel, W/loader bucket, 1.25 cu yd capacity; power-shift transmission, PTO 23.5' reach and ROPS/FOPS	Daily	1	\$312.0000	\$312.0000	\$312.0000	John Deere 310
24	80 HP, diesel, W/loader bucket, 1.25 cu yd capacity; power-shift transmission, PTO 23.5' reach and ROPS/FOPS	Weekly	1	\$1,100.0000	\$1,100.0000	\$1,100.0000	John Deere 310
				Subtotal	\$1,724.0000	\$1,724.0000	
	GRADER						
25	90 HP, diesel, 12' blade, with cab	Hourly	1	\$720.0000	\$720.0000	\$720.0000	
26	90 HP, diesel, 12' blade, with cab	Daily	1	\$720.0000	\$720.0000	\$720.0000	
27	90 HP, diesel, 12' blade, with cab	Weekly	1	\$2,800.0000	\$2,800.0000	\$2,800.0000	
				Subtotal	\$4,240.0000	\$4,240.0000	
	FORKLIFTS INDUSTRIAL						
28	Gas or propane, 3000 lb, 10' lifting height, pneumatic or semi-pneumatic-tires, with ROPS/FOPS	Hourly	1	\$148.0000	\$148.0000	\$148.0000	
29	Gas or propane, 3000 lb, 10' lifting height, pneumatic or semi-pneumatic-tires, with ROPS/FOPS	Daily	1	\$148.0000	\$148.0000	\$148.0000	
30	Gas or propane, 3000 lb, 10' lifting height, pneumatic or semi-pneumatic-tires, with ROPS/FOPS	Weekly	1	\$380.0000	\$380.0000	\$380.0000	
31	Gas or propane, 8000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Hourly	1	\$208.0000	\$208.0000	\$208.0000	
32	Gas or propane, 8000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Daily	1	\$208.0000	\$208.0000	\$208.0000	
33	Gas or propane, 8000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Weekly	1	\$580.0000	\$580.0000	\$580.0000	
34	Gas or propane, 10,000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Hourly	1	\$248.0000	\$248.0000	\$248.0000	
35	Gas or propane, 10,000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Daily	1	\$248.0000	\$248.0000	\$248.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
36	Gas or propane, 10,000 lb, 14' lifting height, pneumatic or semi-pneumatic tires, with ROPS/FOPS	Weekly	1	\$612.0000	\$612.0000	\$612.0000	
				Subtotal	\$2,780.0000	\$2,780.0000	
	FORKLIFTS ROUGH TERRAIN						
37	Gas-or-diesel, 10,000-1b: 25' lifting Height with ROPS/FOPS	Hourly	1	\$216.0000	\$216.0000	\$216.0000	8000lb 21ft lift height
38	Gas-or-diesel, 10,000-1b: 25' lifting Height with ROPS/FOPS	Daily	1	\$216.0000	\$216.0000	\$216.0000	8000lb 21ft lift height
39	Gas-or-diesel, 10,000-1b: 25' lifting Height with ROPS/FOPS	Weekly	1	\$656.0000	\$656.0000	\$656.0000	8000lb 21ft lift height
				Subtotal	\$1,088.0000	\$1,088.0000	
	BOOM TYPE, HIGH LIFT						
40	Gas or diesel, 2 or 4 wheel drive, 4000 lb, 28' lifting height	Hourly	1	\$280.0000	\$280.0000	\$280.0000	5,500lb 19ft reach lift
41	Gas or diesel, 2 or 4 wheel drive, 4000 lb, 28' lifting height	Daily	1	\$280.0000	\$280.0000	\$280.0000	5,500lb 19ft reach lift
42	Gas or diesel, 2 or 4 wheel drive, 4000 lb, 28' lifting height	Weekly	1	\$960.0000	\$960.0000	\$960.0000	5,500lb 19ft reach lift
43	Gas or diesel, 2 or 4 wheel drive, 8000 lb, 34' lifting height	Hourly	1	\$320.0000	\$320.0000	\$320.0000	8k 42ft reach lift
44	Gas or diesel, 2 or 4 wheel drive, 8000 lb, 34' lifting height	Daily	1	\$320.0000	\$320.0000	\$320.0000	8k 42ft reach lift
45	Gas or diesel, 2 or 4 wheel drive, 8000 lb, 34' lifting height	Weekly	1	\$1,016.0000	\$1,016.0000	\$1,016.0000	8k 42ft reach lift
				Subtotal	\$3,176.0000	\$3,176.0000	
	TRAILERS						
46	20' deck, 8' width, lunette hitch, surge brakes, 18,000 lb cap	Hourly	1	\$148.0000	\$148.0000	\$148.0000	25' air brakes 40,000 lb cap.
47	20' deck, 8' width, lunette hitch, surge brakes, 18,000 lb cap	Daily	1	\$148.0000	\$148.0000	\$148.0000	25' air brakes 40,000 lb cap.
48	20' deck, 8' width, lunette hitch, surge brakes, 18,000 lb cap	Weekly	1	\$588.0000	\$588.0000	\$588.0000	25' air brakes 40,000 lb cap.
				Subtotal	\$884.0000	\$884.0000	
	TRUCK MOUNTED CRANE, MOUNTED ON HEAVY DUTY CHASSIS						

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
49	8 TON	Hourly	1	no bid			no bid
50	8 TON	Daily	1	no bid			no bid
51	8 TON	Weekly	1	no bid			no bid
52	12 TON	Hourly	1	no bid			no bid
53	12 TON	Daily	1	no bid			no bid
54	12 TON	Weekly	1	no bid			no bid
55	15 TON	Hourly	1	no bid			no bid
56	15 TON	Daily	1	no bid			no bid
57	15 TON	Weekly	1	no bid			no bid
58	17 TON	Hourly	1	\$732.0000	\$732.0000	\$732.0000	19 ton capacity
59	17 TON	Daily	1	\$732.0000	\$732.0000	\$732.0000	19 ton capacity
60	17 TON	Weekly	1	\$1,852.0000	\$1,852.0000	\$1,852.0000	19 ton capacity
				Subtotal	\$3,316.0000	\$3,316.0000	
61	BUCKET TRUCK 30 FOOT	Hourly	1	no bid			no bid
62	30 FOOT	Daily	1	no bid			no bid
63	30 FOOT	Weekly	1	no bid			no bid

Heavy Duty Equipment Rental (ITB FS 18-019), bidding on October 3, 2017 2:00 PM (Pacific)

Printed 11/22/2017

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
64	48 FOOT	Hourly	1	\$396.0000	\$396.0000	\$396.0000	45' height no mileage charge
65	48 FOOT	Daily	1	\$396.0000	\$396.0000	\$396.0000	45' height no mileage charge
66	48 FOOT	Weekly	1	\$1,340.0000	\$1,340.0000	\$1,340.0000	45' height no mileage charge
				Subtotal	\$2,132.0000	\$2,132.0000	
ROLLERS, RIDING, SELF PROPELLED							
67	Vibratory, 3 ton to 5 ton	Hourly	1	\$268.0000	\$268.0000	\$268.0000	
68	Vibratory, 3 ton to 5 ton	Daily	1	\$268.0000	\$268.0000	\$268.0000	
69	Vibratory, 3 ton to 5 ton	Weekly	1	\$768.0000	\$768.0000	\$768.0000	
70	Vibratory, 8 ton to 10 ton	Hourly	1	\$300.0000	\$300.0000	\$300.0000	
71	Vibratory, 8 ton to 10 ton	Daily	1	\$300.0000	\$300.0000	\$300.0000	
72	Vibratory, 8 ton to 10 ton	Weekly	1	\$968.0000	\$968.0000	\$968.0000	
73	Hydrahammer	Hourly	1	no bid			no bid
74	Hydrahammer	Daily	1	no bid			no bid
75	Hydrahammer	Weekly	1	no bid			no bid
				Subtotal	\$2,872.0000	\$2,872.0000	
DUMP TRUCK							
76	Dump Truck, Two Axle Asphalt	Hourly	1	\$260.0000	\$260.0000	\$260.0000	5- 6 yard capacity
77	Dump Truck, Two Axle Asphalt	Daily	1	\$260.0000	\$260.0000	\$260.0000	5- 6 yard capacity

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
78	Dump Truck, Two Axle Asphalt	Weekly	1	\$772.0000	\$772.0000	\$772.0000	5- 6 yard capacity
79	Dump Truck, Two Axle	Hourly	1	\$260.0000	\$260.0000	\$260.0000	5- 6 yard capacity
80	Dump Truck, Two Axle	Daily	1	\$260.0000	\$260.0000	\$260.0000	5- 6 yard capacity
81	Dump Truck, Two Axle	Weekly	1	\$772.0000	\$772.0000	\$772.0000	5- 6 yard capacity
82	Dump Truck, Three Axle	Hourly	1	\$408.0000	\$408.0000	\$408.0000	10 to 12 yard capacity air brake
83	Dump Truck, Three Axle	Daily	1	\$408.0000	\$408.0000	\$408.0000	10 to 12 yard capacity air brake
84	Dump Truck, Three Axle	Weekly	1	\$1,796.0000	\$1,796.0000	\$1,796.0000	10 to 12 yard capacity air brake
85	Dump Truck, Three Axle 6x6	Hourly	1	no bid			no bid
86	Dump Truck, Three Axle 6x6	Daily	1	no bid			no bid
87	Dump Truck, Three Axle 6x6	Weekly	1	no bid			no bid
				Subtotal	\$5,196.0000	\$5,196.0000	
	ARTICULATED DUMP TRUCK						
88	12 yard to 17 yard	Hourly	1	no bid			no bid
89	12 yard to 17 yard	Daily	1	no bid			no bid
90	12 yard to 17 yard	Weekly	1	no bid			no bid
				Subtotal	0	0	
	TWO AXLE BOX TRUCK						
91	Two axle Box Truck, 10 ft. Box Truck	Hourly	1	no bid			no bid

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
92	Two axle Box Truck, 10 ft. Box Truck	Daily	1	no bid			no bid
93	Two axle Box Truck, 10 ft. Box Truck	Weekly	1	no bid			no bid
94	Two Axle Box Truck, 15 ft. Box Truck	Hourly	1	no bid			no bid
95	Two Axle Box Truck, 15 ft. Box Truck	Daily	1	no bid			no bid
96	Two Axle Box Truck, 15 ft. Box Truck	Weekly	1	no bid			no bid
97	Two Axle Box Truck, 20 ft. Box Truck	Hourly	1	no bid			no bid
98	Two Axle Box Truck, 20 ft. Box Truck	Daily	1	no bid			no bid
99	Two Axle Box Truck, 20 ft. Box Truck	Weekly	1	no bid			no bid
100	Two Axle Box Truck, 24 ft. Box Truck	Hourly	1	no bid			no bid
101	Two Axle Box Truck, 24 ft. Box Truck	Daily	1	no bid			no bid
102	Two Axle Box Truck, 24 ft. Box Truck	Weekly	1	no bid			no bid
103	Truck Tractor, Diesel	Hourly	1	no bid			no bid
104	Truck Tractor, Diesel	Daily	1	no bid			no bid
105	Truck Tractor, Diesel	Weekly	1	no bid			no bid
106	Stake Bed Truck with lift gate, two axle	Hourly	1	\$216.0000	\$216.0000	\$216.0000	12' bed no mileage charge
107	Stake Bed Truck with lift gate, two axle	Daily	1	\$216.0000	\$216.0000	\$216.0000	12' bed no mileage charge

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
108	Stake Bed Truck with lift gate, two axle	Weekly	1	\$660.0000	\$660.0000	\$660.0000	12' bed no mileage charge
109	1/2 Ton Pick Up Truck	Hourly	1	\$165.0000	\$165.0000	\$165.0000	xtra cab, 6.5' bed no mileage
110	1/2 Ton Pick Up Truck	Daily	1	\$165.0000	\$165.0000	\$165.0000	xtra cab, 6.5' bed no mileage
111	1/2 Ton Pick Up Truck	Weekly	1	\$465.0000	\$465.0000	\$465.0000	xtra cab, 6.5' bed no mileage
112	3/4 Ton Pick Up Truck	Hourly	1	\$180.0000	\$180.0000	\$180.0000	xtra cab 8' bed no mileage
113	3/4 Ton Pick Up Truck	Daily	1	\$180.0000	\$180.0000	\$180.0000	xtra cab 8' bed no mileage
114	3/4 Ton Pick Up Truck	Weekly	1	\$530.0000	\$530.0000	\$530.0000	xtra cab 8' bed no mileage
115	1 Ton Pick Up Truck	Hourly	1	no bid			no bid
116	1 Ton Pick Up Truck	Daily	1	no bid			no bid
117	1 Ton Pick Up Truck	Weekly	1	no bid			no bid
				Subtotal	\$2,777.0000	\$2,777.0000	
	MAN LIFTS						
118	Man Lift - up to 25' Reach	Hourly	1	\$236.0000	\$236.0000	\$236.0000	Genie z34/22n model
119	Man Lift - up to 25' Reach	Daily	1	\$236.0000	\$236.0000	\$236.0000	Genie z34/22n model
120	Man Lift - up to 25' Reach	Weekly	1	\$668.0000	\$668.0000	\$668.0000	Genie z34/22n model
121	Man Lift - up to 40' Reach	Hourly	1	\$260.0000	\$260.0000	\$260.0000	
122	Man Lift - up to 40' Reach	Daily	1	\$260.0000	\$260.0000	\$260.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
123	Man Lift - up to 40' Reach	Weekly	1	\$780.0000	\$780.0000	\$780.0000	
124	Man Lift - up to 50' Reach	Hourly	1	no bid			no bid
125	Man Lift - up to 50' Reach	Daily	1	no bid			no bid
126	Man Lift - up to 50' Reach	Weekly	1	no bid			no bid
127	Man Lift - up to 60' Reach	Hourly	1	\$348.0000	\$348.0000	\$348.0000	
128	Man Lift - up to 60' Reach	Daily	1	\$348.0000	\$348.0000	\$348.0000	
129	Man Lift - up to 60' Reach	Weekly	1	\$1,164.0000	\$1,164.0000	\$1,164.0000	
130	Man Lift - up to 80' Reach	Hourly	1	\$600.0000	\$600.0000	\$600.0000	
131	Man Lift - up to 80' Reach	Daily	1	\$600.0000	\$600.0000	\$600.0000	
132	Man Lift - up to 80' Reach	Weekly	1	\$2,000.0000	\$2,000.0000	\$2,000.0000	
133	Man Lift - up to 100' Reach	Hourly	1	no bid			no bid
134	Man Lift - up to 100' Reach	Daily	1	no bid			no bid
135	Man Lift - up to 100' Reach	Weekly	1	no bid			no bid
136	Man Lift - up to 120' Reach	Hourly	1	\$960.0000	\$960.0000	\$960.0000	
137	Man Lift - up to 120' Reach	Daily	1	\$960.0000	\$960.0000	\$960.0000	
138	Man Lift - up to 120' Reach	Weekly	1	\$3,840.0000	\$3,840.0000	\$3,840.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
139	Trencher: Walk Behind - Gas	Hourly	1	\$156.0000	\$156.0000	\$156.0000	36" dig depth, track
140	Trencher: Walk Behind - Gas	Daily	1	\$156.0000	\$156.0000	\$156.0000	36" dig depth, track
141	Trencher: Walk Behind - Gas	Weekly	1	\$396.0000	\$396.0000	\$396.0000	36" dig depth, track
142	Rototiller: Walk Behind - Gas	Hourly	1	\$96.0000	\$96.0000	\$96.0000	barreto 918H
143	Rototiller: Walk Behind - Gas	Daily	1	\$96.0000	\$96.0000	\$96.0000	barreto 918H
144	Rototiller: Walk Behind - Gas	Weekly	1	\$372.0000	\$372.0000	\$372.0000	barreto 918H
145	Pressure Washer, Portable, Electric Motor, Hot Water, Gas-Propane	Hourly	1	\$132.0000	\$132.0000	\$132.0000	3,500 Gas Hot Pressure Washer
146	Pressure Washer, Portable, Electric Motor, Hot Water, Gas-Propane	Daily	1	\$132.0000	\$132.0000	\$132.0000	3,500 Gas Hot Pressure Washer
147	Pressure Washer, Portable, Electric Motor, Hot Water, Gas-Propane	Weekly	1	\$404.0000	\$404.0000	\$404.0000	3,500 Gas Hot Pressure Washer
148	Mini Excavator: 10,000 - 14,000 lbs. Backfill Blade, Joystick Controls, Thumb on Boom	Hourly	1	\$272.0000	\$272.0000	\$272.0000	BOBCAT E45
149	Mini Excavator: 10,000 - 14,000 lbs. Backfill Blade, Joystick Controls, Thumb on Boom	Daily	1	\$272.0000	\$272.0000	\$272.0000	BOBCAT E45
150	Mini Excavator: 10,000 - 14,000 lbs. Backfill Blade, Joystick Controls, Thumb on Boom	Weekly	1	\$880.0000	\$880.0000	\$880.0000	BOBCAT E45
				Subtotal	\$16,624.0000	\$16,624.0000	
				Total	\$58,953.0000	\$58,953.0000	