



## Blanket Purchase Agreement PA600114

*Supplier Details:*

Company Herc Rentals Inc  
Contact Armando A Gonzalez  
Address P.O. Box 650280  
Dallas, TX 75265

*Submit your response to:*

Company City of Hollywood, FL - Public Utilities Wastewater Treatment Plant Operations  
Contact Mathis, Coy  
Address 1715 N 21st Avenue  
Hollywood FL 33020  
Phone 1-954-921-3046  
Fax  
E-mail [cmathis@hollywoodfl.org](mailto:cmathis@hollywoodfl.org)

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Piggyback Contract 2019000318 - US Communities



Blanket Purchase Agreement PA600114

Agreement	PA600114
Creation Date	24-JUN-2019
Change Order	10
Change Order Date	24-JUN-2019
Revision	7
Agreement Amount	124,995.00 USD

**VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO [ACCOUNTSPAYABLE@HOLLYWOODFL.ORG](mailto:ACCOUNTSPAYABLE@HOLLYWOODFL.ORG).**

OR  
Mail To

**City of Hollywood**  
**Accounts Payable, Room 119**  
**P.O. Box 229045**  
**Hollywood, FL 33022-9045**

Supplier **Herc Rentals Inc**  
**P.O. Box 650280**  
**Dallas, TX 75265**

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	<b>01836</b>	<b>Net 30</b>	<b>None</b>	<b>Destination</b>
	<b>Start Date</b>	<b>End Date</b>	<b>Shipping Method</b>	
	<b>11/11/2018</b>	<b>10/31/2023</b>		
Initial Award Term	<b>11/11/2018</b>	<b>10/31/2023</b>		
First Renewal Period	<b>11/01/2023</b>	<b>10/31/2025</b>		
Second Renewal Period	<b>11/01/2025</b>	<b>10/31/2027</b>		
Third Renewal Period				
Fourth Renewal Period				

**Attachments**

Type	File Name or URL	Title	Description
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Line	Item	UOM	Price	Expiration Date				
1	Equipment Rentals and Related Products and Services <b>This line is canceled.</b>	Each	0.00					
<b>Attachments</b>								
<table border="1"> <thead> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> </table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
2	Equipment Rentals and Related Products and Services		0.00					
<b>Attachments</b>								
<table border="1"> <thead> <tr> <th>Type</th> <th>File Name or URL</th> <th>Title</th> <th>Description</th> </tr> </thead> </table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					



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## TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

### DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

### TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

### F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

### INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

### RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

### DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



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commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



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In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart  
Director, Procurement and Contract Compliance

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE EQUIPMENT  
RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of ~~November~~ **2018** (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

**WHEREAS**, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

## CONTRACT

### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Charlotte Business INClusion Program
- 1.4. EXHIBIT D: Federal Contract Terms and Conditions

### 2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

### 4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed



by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

## **8. PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte  
Finance - Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
  - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
  - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
  - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
  - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
  - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
  - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
  - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
  - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
  - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**

28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any

time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
  - 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
  - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 28.8.3 Performing the transition service plan activities;
  - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (C) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (D) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (E) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.



The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
  - a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
  - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
  - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
  - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. **CONFIDENTIALITY.**

42.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 42.3.1 Was already known to Company prior to being disclosed by the City;
  - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
  - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
  - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
  - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**44. MISCELLANEOUS**

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 44.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:



Section 3	“Term”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 39	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

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

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

BY: 

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

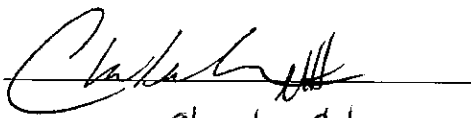
BY: 

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:  
RISK MANAGEMENT DIVISION

BY: 

PRINT NAME: Christlee Gibson

TITLE: Insurance Manager

DATE: 9/22/18

## **Exhibit A**

### **Discount Structure, Market Basket Pricing, Additional Fees and Incentives**

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.



### **Rebates**

We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- \$50,000 to \$100,000 = 0.5%
- \$100,001 to \$250,000 = 1.0%
- \$250,001 to \$500,000 = 1.5%
- \$500,001 to \$750,000 = 2.0%
- \$750,001 to \$1,000,000 = 2.5%
- \$1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.

To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

### **Additional Savings**

Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to \$2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

### **Emergency Response**

Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.

In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

## **Exhibit B Scope of Services**

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

### **2.1 General Scope**

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

### **2.2 Product Standards and Service Level Requirements**

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

**2.2.1** Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

**2.2.2** At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.

**2.2.3** The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

**2.2.4** At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or

bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

## **2.3 Optional Purchase of Equipment**

**2.3.1 Purchase of New Equipment:** All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

**2.3.2 Purchase of Used Equipment:** All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

**2.3.3 Purchase:** Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.

**2.3.4 Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

### **2.3.5 Additional Fees**

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

## **2.4 Price Adjustments.**

**All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019).** Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

## **2.5 New Products and Services**

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the



Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

**2.6 Training**

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

**2.7 Installation**

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

**2.8 Safety**

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**2.9 Delivery**

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

**2.10 Optional Work**

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

**2.11 Reports**

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

**2.12 Prevailing Wages**

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

## **Exhibit C**

### **Charlotte Business INClusion Program**

#### Charlotte Business INClusion Program

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually: The total work performed by MWSBEs in the aggregate.

#### Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.



**REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Please indicate if **your company** is any of the following:

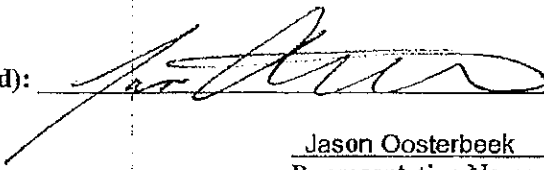
\_\_\_ MBE    \_\_\_ WBE    \_\_\_ SBE

List information for each MWSBE to be Utilized on this Project	
<i>Copy this form as needed to list all MWSBEs</i>	
<b>Firm Name</b>	Streeter Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	Shoreline Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	EASTWAY WRECKER SERVICE, INC.
<b>Work to be Performed</b>	Equipment Hauling

**Section 6  
Required Forms**

<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	RW Trucking, Inc
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	Murphy Law Trucking, LLC
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000

Company Name: Herc Rentals, Inc.

Representative (signed): 

6/21/2018  
Date

Jason Oosterbeek  
Representative Name



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ \_\_\_\_\_

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	James Streeter Trucking Vendor #:
Address:	6824 Old Statesville Rd, Charlotte, NC 28269
Contact Person:	James Streeter Email: streetertrucking@aol.com
Telephone:	(704) 509-1250 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Shoreline Trucking Vendor #:
Address:	1736 Dickerson Blvd Ste-F Monroe, NC 28110
Contact Person:	Horace Shaw Email: shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Eastway Wrecker Service Inc Vendor #:
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208
Contact Person:	Karen Email: Karen@eastwaywreckemc.com
Telephone:	(704) 393-3027 Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract NO. 2019000318  
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	James Streeter Trucking		
MWSBE Subcontractor:	<u>Horace Shaw</u> Owner	Date:	<u>9-12-19</u>
	Signature and Title		
	Shoreline Trucking		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	Eastway Wrecking Service Inc.		



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Cook Truck Equipment & Tools Inc. Vendor #: 8795
Address:	2517 Starita Road, Charlotte, NC 28269
Contact Person:	Joy Cook Email: Kashacooktruck@gmail.com
Telephone:	704 392-4138 Fax: 704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<i>W.T. Cook president</i>	Date:	<i>9/19/2018</i>
	Signature and Title		
<b>W.T. Cook,</b>	Cook Truck Equipment & Tools Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title ,		





**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ \_\_\_\_\_

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Donald Gardner's Paint & Body, Inc. Vendor #: 74947
Address:	3300 Beam Rd, Charlotte, NC 28217
Contact Person:	Susan Gardner Email: pntnbody@aol.com
Telephone:	(704) 527-4739 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<i>Susan L. Gardner / President</i>	Date:	<i>Sept. 21, 2018</i>
	Signature and Title		
	Donald Gardner's Paint & Body, Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title .		



**CBI FORM 6: Payment Affidavit of Subcontractor Utilization**

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: \_\_\_\_\_ Contract #: \_\_\_\_\_

Contract Goods or Services: \_\_\_\_\_

Payment Period: \_\_\_\_\_ to \_\_\_\_\_

City Department(s): \_\_\_\_\_

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: \$ \_\_\_\_\_

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INclusion Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature Print Name and Title

<b>To be completed by City:</b>		Overall MWSBE Goal:	%
Total Paid to Prime Company:	\$	Overall MWSBE Commitment:	%
Total Paid to MWSBEs:	\$	MWSBE Goal Attainment this period:	%

**REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION**  
**RFP #269-2018-047 Equipment Rentals and Related Products and Services**

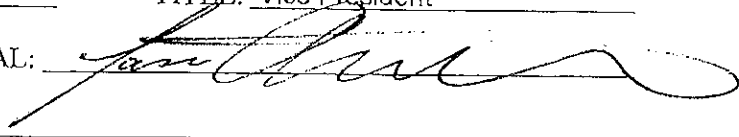
All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 01/21/2018

**REQUIRED FORM 9 – DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS**

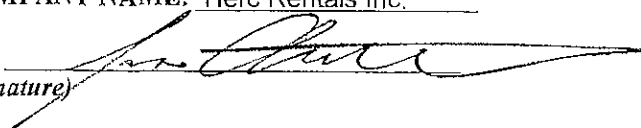
The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

**Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY:   
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

**Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

**Exhibit D**  
**Federal Contract Terms and Conditions**

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

- employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> HERC Rentals Inc. 27500 Riverview Center Blvd Bonita Springs FL 34134 USA	INSURER A:	ACE Property & Casualty Insurance Co.      20699
	INSURER B:	ACE American Insurance Company      22667
	INSURER C:	ACE Fire underwriters Insurance Co.      20702
	INSURER D:	
	INSURER E:	
INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER: 570072954376**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HD0G71095976	06/30/2018	06/30/2019	EACH OCCURRENCE      \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$500,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$2,000,000 GENERAL AGGREGATE      \$4,000,000 PRODUCTS - COMP/OP AGG      \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)      \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOOG28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC65223715 Workers Comp (AOS) SCFC65223752 Workers Comp (WI)	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE-EA EMPLOYEE      \$1,000,000 E.L. DISEASE-POLICY LIMIT      \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Charlotte is included as Additional Insured in accordance with the policy provisions of the general liability policy. A waiver of subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the general liability, auto liability, and workers compensation policy. General liability and auto liability evidenced herein is primary to other insurance available to an additional insured, but only in accordance with the policy's provisions. General liability and auto liability evidenced herein is non-contributory to other insurance available to an additional insured, but only in accordance with the policy's provisions. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern.

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Charlotte 600 East Fourth Street, CMGC 9th Floor Charlotte NC 28202-2850 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

Holder Identifier :

Certificate No : 570072954376





# ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Services South, Inc.		<small>NAMED INSURED</small> HERC Rentals Inc.	
<small>POLICY NUMBER</small> See Certificate Number: 570072954376			
<small>CARRIER</small> See Certificate Number: 570072954376	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
 how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

# Herc Rentals Inc. - Pricing Schedule

US COMMUNITIES GOLD 2019



**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b><u>AERIAL - BOOM LIFTS</u></b>				
410	2010	BOOM ARTICULATED 30FT JIB NARROW ELEC	\$259	\$553 \$1,420
410	2020	BOOM ARTICULATED 30FT NAR ROT JIB ELEC	\$259	\$553 \$1,420
410	2030	BOOM ARTICULATED 33FT ELEC	\$259	\$553 \$1,420
410	2045	BOOM ARTICULATED 34FT NARROW JIB ELEC	\$259	\$553 \$1,420
410	2050	BOOM ARTICULATED 34FT WIDE JIB ELEC	\$259	\$553 \$1,420
410	3010	BOOM ARTICULATED 34FT 2WD DF	\$266	\$600 \$1,492
410	3040	BOOM ARTICULATED 34FT JIB 4WD DSL	\$266	\$600 \$1,492
410	3020	BOOM ARTICULATED 34FT 2WD DSL	\$266	\$600 \$1,492
410	3030	BOOM ARTICULATED 34FT JIB 4WD DF	\$266	\$600 \$1,492
410	3050	BOOM ARTICULATED 45FT 2WD DF	\$298	\$625 \$1,555
410	4080	BOOM STRAIGHT 45FT JIB 4WD DF	\$298	\$625 \$1,555
410	4040	BOOM STRAIGHT 40FT 4WD DSL	\$298	\$625 \$1,555
410	4030	BOOM STRAIGHT 40FT 4WD DF	\$298	\$625 \$1,555
410	4020	BOOM STRAIGHT 40FT 2WD DSL	\$298	\$625 \$1,555
410	4010	BOOM STRAIGHT 40FT 2WD DF	\$298	\$625 \$1,555
410	3110	BOOM ARTICULATED 45FT 4WD DSL	\$298	\$625 \$1,555
410	3070	BOOM ARTICULATED 45FT 4WD DF	\$298	\$625 \$1,555
410	2080	BOOM ARTICULATED 40FT NAR ROT JIB ELEC	\$298	\$625 \$1,555
410	2070	BOOM ARTICULATED 40FT NARROW JIB ELEC	\$298	\$625 \$1,555
410	4090	BOOM STRAIGHT 45FT JIB 4WD DSL	\$298	\$625 \$1,555
410	2071	BOOM ARTICULATED 40FT NAR JIB BLK ELEC	\$298	\$625 \$1,555
410	3120	BOOM ARTICULATED 45FT JIB 4WD DSL	\$298	\$625 \$1,555
410	2140	BOOM ARTICULATED 45FT JIB ELEC	\$298	\$625 \$1,555
410	2130	BOOM ARTICULATED 45FT ELEC	\$298	\$625 \$1,555
410	2100	BOOM ARTICULATED 40FT WIDE ROT JIB ELEC	\$298	\$625 \$1,555
410	3080	BOOM ARTICULATED 45FT JIB 4WD DF	\$298	\$625 \$1,555
410	3090	BOOM ARTICULATED 45FT 2WD DSL	\$298	\$625 \$1,555
410	2060	BOOM ARTICULATED 34FT 4WD HYB	\$298	\$638 \$1,679
410	3161	BOOM ARTICULATED 60FT JIB BLK DSL	\$368	\$850 \$2,200
410	3140	BOOM ARTICULATED 60FT JIB 2WD DF	\$368	\$850 \$2,200
410	3170	BOOM ARTICULATED 60FT 4WD DF	\$368	\$850 \$2,200
410	3180	BOOM ARTICULATED 60FT JIB 4WD DF	\$368	\$850 \$2,200
410	3190	BOOM ARTICULATED 60FT 4WD DSL	\$368	\$850 \$2,200
410	3200	BOOM ARTICULATED 60FT JIB 4WD DSL	\$368	\$850 \$2,200
410	4140	BOOM STRAIGHT 60FT 4WD DSL	\$368	\$850 \$2,200
410	4130	BOOM STRAIGHT 60FT 4WD DF	\$368	\$850 \$2,200

US COMMUNITIES GOLD 2019

*Customer agrees to keep confidential the information contained herein and not to reproduce or disclose any such information, in whole or in part, to any individual or entity, without the prior written consent of Herc Rentals. Customer and Herc hereby agree to the equipment and pricing as detailed herein and unless otherwise exempt, Customer agrees to be responsible for all applicable fees and charges as published at HercRentals.com, including, without limitation, environmental and emissions, refueling, vehicle licensing fees and transportation charges. Any equipment that is ordered by or on behalf of Customer locally at a Herc branch or other such location, that is not on the list of equipment in this schedule, will be negotiated locally at time of rental, up to an amount not to exceed the then-current list price for a standard rental shift, plus any additional hours, as published at HercRentals.com. Herc may at its sole discretion modify or terminate any pricing herein with 30 days notice to customer.*

**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>AERIAL - BOOM LIFTS</b>					
410	3131	BOOM ARTICULATED 60FT BLK DF	\$368	\$850	\$2,200
410	4110	BOOM STRAIGHT 60FT 2WD DF	\$368	\$850	\$2,200
410	4180	BOOM STRAIGHT 65FT JIB 4WD DF	\$386	\$878	\$2,265
410	4190	BOOM STRAIGHT 65FT JIB 4WD DSL	\$386	\$878	\$2,265
410	3205	BOOM ARTICULATED 60FT JIB 4WD HYB	\$500	\$1,295	\$2,800
410	2500	BOOM STRAIGHT 60FT JIB 2WD ELEC	\$500	\$1,295	\$2,800
410	2530	BOOM STRAIGHT 60FT JIB 4WD HYB	\$500	\$1,295	\$2,800
410	2510	BOOM STRAIGHT 60FT JIB 4WD ELEC	\$500	\$1,295	\$2,800
410	4150	BOOM STRAIGHT 60FT CRAWLER DSL	\$600	\$1,750	\$4,000
410	4230	BOOM STRAIGHT 80FT 4WD DF	\$736	\$1,643	\$4,012
410	4240	BOOM STRAIGHT 80FT 4WD DSL	\$736	\$1,643	\$4,012
410	4242	BOOM STRAIGHT 80FT 4WD DSL HIGH CAP	\$736	\$1,643	\$4,012
410	3261	BOOM ARTICULATED 80FT JIB BLK DSL	\$736	\$1,643	\$4,012
410	3270	BOOM ARTICULATED 80FT 4WD DF	\$736	\$1,643	\$4,012
410	3280	BOOM ARTICULATED 80FT JIB 4WD DF	\$736	\$1,643	\$4,012
410	3290	BOOM ARTICULATED 80FT 4WD DSL	\$736	\$1,643	\$4,012
410	3300	BOOM ARTICULATED 80FT JIB 4WD DSL	\$736	\$1,643	\$4,012
410	3231	BOOM ARTICULATED 80FT BLK DF	\$736	\$1,643	\$4,012
410	4300	BOOM STRAIGHT 85FT JIB 4WD DSL	\$771	\$1,697	\$4,076
410	4270	BOOM STRAIGHT 85FT JIB 4WD DF	\$771	\$1,697	\$4,076
410	4305	BOOM STRAIGHT 85FT JIB 4WD DSL HIGH CAP	\$771	\$1,697	\$4,076
410	4350	BOOM STRAIGHT 105FT JIB 4WD DSL	\$1,225	\$3,010	\$6,825
410	3350	BOOM ARTICULATED 125FT JIB 4WD DSL	\$1,330	\$3,360	\$7,638
410	3351	BOOM ARTICULATED 125FT JIB BLK DSL	\$1,330	\$3,360	\$7,638
410	4410	BOOM STRAIGHT 125FT JIB 4WD DSL	\$1,330	\$3,360	\$7,638
410	4400	BOOM STRAIGHT 120FT JIB 4WD DSL	\$1,330	\$3,360	\$7,638
410	3360	BOOM ARTICULATED 135FT JIB 4WD DSL	\$1,470	\$3,920	\$8,775
410	4422	BOOM STRAIGHT 135FT 30FTJIB 4WD HIGH CAP	\$1,470	\$3,920	\$8,775
410	4420	BOOM STRAIGHT 135FT JIB 4WD DSL	\$1,470	\$3,920	\$8,775
464	1016	COMPACT CRAWLER BOOM LIFT 40-44' BATTERY	\$2,019	\$4,253	\$9,158
464	1022	COMPACT CRAWLER BOOM LIFT 50-59' BATTERY	\$2,470	\$5,220	\$11,250
464	1036	COMPACT CRAWLER BOOM LIFT 70-79' BATTERY	\$3,420	\$7,650	\$15,300
464	1042	COMPACT WHEELED BOOM LIFT 90-99' HYB	\$3,862	\$8,159	\$17,595
410	4430	BOOM STRAIGHT 150FT JIB 4WD DSL	\$2,400	\$7,300	\$18,000
410	4440	BOOM STRAIGHT 180-185FT JIB 4WD DSL	\$4,100	\$9,990	\$23,500

**AERIAL - PLATFORM LIFTS**

400	1070	MAST LIFT 5-7FT PORTABLE BATT	\$95	\$180	\$315
400	1050	MAST LIFT 7FT PUSH AROUND	\$119	\$225	\$338
400	1040	MAST LIFT 5FT PUSH AROUND	\$109	\$225	\$338
400	1270	MAST LIFT 12FT DRIVABLE BATT	\$84	\$207	\$352

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>AERIAL - PLATFORM LIFTS</u>					
400	1100	MAST LIFT 13-15FT PORTABLE BATT	\$124	\$234	\$356
400	1200	MAST LIFT 20FT PUSH AROUND OUTF BATT	\$95	\$228	\$358
405	1090	SCISSOR LIFT 19FT NARROW ELEC	\$100	\$190	\$370
400	1280	MAST LIFT 15FT-16FT DRIVABLE BATT	\$99	\$215	\$385
400	1290	MAST LIFT 20FT DRIVABLE BATT	\$118	\$220	\$425
405	1060	SCISSOR LIFT 12-13FT 30IN ELEC	\$118	\$220	\$425
405	1070	SCISSOR LIFT 14FT 30IN ELEC	\$118	\$220	\$425
405	1080	SCISSOR LIFT 15FT NARROW ELEC	\$118	\$220	\$425
405	1085	SCISSOR LIFT 19FT NARROW COMPACT ELEC	\$118	\$220	\$425
400	1210	MAST LIFT 25FT PUSH AROUND OUTF BATT	\$114	\$298	\$468
405	1110	SCISSOR LIFT 20FT NARROW P-DECK ELEC	\$118	\$245	\$475
405	1100	SCISSOR LIFT 20FT NARROW ELEC	\$118	\$245	\$475
405	1140	SCISSOR LIFT 26FT 32" WIDE ELEC	\$130	\$250	\$525
405	1150	SCISSOR LIFT 26FT 46" WIDE ELEC	\$130	\$250	\$525
400	1220	MAST LIFT 30FT PUSH AROUND OUTF BATT	\$148	\$326	\$578
400	1230	MAST LIFT 36FT PUSH AROUND OUTF BATT	\$160	\$368	\$619
400	1240	MAST LIFT 40FT PUSH AROUND OUTF BATT	\$171	\$420	\$660
405	1210	SCISSOR LIFT 32FT 46" WIDE ELEC	\$154	\$345	\$695
405	1200	SCISSOR LIFT 32FT 32" WIDE ELEC	\$160	\$364	\$750
405	1160	SCISSOR LIFT 26FT 69" WIDE ELEC	\$137	\$294	\$780
405	1170	SCISSOR LIFT 26FT AVIATION PKG ELEC	\$147	\$305	\$855
405	1220	SCISSOR LIFT 33-35FT 68-69" WIDE ELEC	\$182	\$455	\$975
405	1450	SCISSOR LIFT 26FT RT DSL	\$221	\$508	\$1,068
405	1400	SCISSOR LIFT 26FT RT ELEC	\$221	\$508	\$1,068
405	1430	SCISSOR LIFT 26FT RT DF	\$221	\$508	\$1,068
405	1460	SCISSOR LIFT 26FT RT OUTF DSL	\$236	\$543	\$1,138
405	1440	SCISSOR LIFT 26FT RT OUTF DF	\$236	\$543	\$1,138
405	1540	SCISSOR LIFT 33FT RT 69IN DECK DSL	\$248	\$578	\$1,208
405	1520	SCISSOR LIFT 33FT RT 69IN DECK DF	\$248	\$578	\$1,208
405	1260	SCISSOR LIFT 40FT 47" WIDE ELEC	\$203	\$508	\$1,219
405	1580	SCISSOR LIFT 33FT RT 84IN DECK DSL	\$255	\$588	\$1,229
405	1560	SCISSOR LIFT 33FT RT 84IN DECK DF	\$255	\$588	\$1,229
405	1620	SCISSOR LIFT 33FT RT 94IN DECK DSL	\$263	\$599	\$1,275
405	1600	SCISSOR LIFT 33FT RT 94IN DECK DF	\$263	\$599	\$1,275
405	1530	SCISSOR LIFT 33FT RT 69IN DECK OUTF DF	\$263	\$595	\$1,278
405	1550	SCISSOR LIFT 33FT RT 69IN DECK OUTF DSL	\$263	\$595	\$1,278
405	1570	SCISSOR LIFT 33FT RT 84IN DECK OUTF DF	\$270	\$606	\$1,299
405	1590	SCISSOR LIFT 33FT RT 84IN DECK OUTF DSL	\$270	\$606	\$1,299
405	1300	SCISSOR LIFT 45FT 55" WIDE ELEC	\$217	\$543	\$1,349
405	1270	SCISSOR LIFT 40FT 69" WIDE ELEC	\$217	\$543	\$1,349
405	1610	SCISSOR LIFT 33FT RT 94IN DECK OUTF DF	\$278	\$616	\$1,400

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

<b>CAT-CLASS DESCRIPTION</b>			<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
<b><u>AERIAL - PLATFORM LIFTS</u></b>					
405	1630	SCISSOR LIFT 33FT RT 94IN DECK OUTR DSL	\$278	\$616	\$1,400
405	1500	SCISSOR LIFT 33FT RT 69IN DECK HYB	\$296	\$627	\$1,470
405	1730	SCISSOR LIFT 40FT RT 69IN DECK DF	\$281	\$620	\$1,505
405	1700	SCISSOR LIFT 40FT RT 69IN DECK ELEC	\$281	\$620	\$1,505
405	1770	SCISSOR LIFT 40-45FT RT 94IN DECK DF	\$289	\$630	\$1,540
405	1790	SCISSOR LIFT 40-45FT RT 94IN DECK DSL	\$289	\$630	\$1,540
405	1290	SCISSOR LIFT 40FT 4WD 69" WIDE HYB	\$245	\$595	\$1,609
400	1310	MAST STYLE BOOM LIFT 26FT BATT	\$190	\$455	\$1,615
405	1710	SCISSOR LIFT 40FT RT 69IN DECK HYB	\$296	\$644	\$1,663
405	1720	SCISSOR LIFT 40FT RT 69IN DECK OUTR HYB	\$304	\$658	\$1,715
405	1780	SCISSOR LIFT 40-45FT RT 94IN DECKOUTR DF	\$304	\$658	\$1,715
405	1800	SCISSOR LIFT 40-45FT RT 94IN DECKOUTRDSL	\$304	\$658	\$1,715
405	1485	SCISSOR LIFT 30FT RT 84IN SLEV DECK ELEC	\$375	\$875	\$1,925
400	1320	MAST STYLE BOOM LIFT 32FT BATT	\$244	\$560	\$2,040
405	1860	SCISSOR LIFT 50-53FT RT OUTRIG DSL	\$338	\$805	\$2,097
405	1850	SCISSOR LIFT 50-53FT RT OUTRIG DF	\$338	\$805	\$2,097
<b><u>AERIAL - TOWABLE MANLIFTS</u></b>					
410	1010	BOOM TOWABLE 35FT BATTERY	\$268	\$638	\$1,540
410	1020	BOOM TOWABLE 35FT GAS	\$268	\$638	\$1,540
410	1030	BOOM TOWABLE 50FT BATTERY	\$316	\$818	\$1,820
410	1040	BOOM TOWABLE 50FT GAS	\$316	\$818	\$1,820
<b><u>AERIAL-ACCESSORIES</u></b>					
415	1015	BOOM TURF TIRES 19.5X22.5NTOWHEELS 9HOLE	\$24	\$68	\$191
308	1000	CRANE ATTACHMENT FORKS	\$56	\$224	\$419
415	1000	GLAZIER PANEL LIFT KIT	\$43	\$122	\$421
415	1500	SCISSOR ATTCH 19' EXT DECK FOR GENIE SHU	\$95	\$180	\$425
415	1050	ZERO G TOOL HOLDER ATTACHMENT	\$114	\$405	\$765
415	1010	SAND TIRES W/RIM 24X5X11.75	\$95	\$347	\$808
420	0100	STRADDLE AERIAL ATTACHMENT	\$95	\$315	\$808
<b><u>AIR FILTRATION</u></b>					
700	1520	AIR SCRUBBER HEPA 500 CFM	\$63	\$238	\$608
925	3310	HEPA AIR SCRUBBER 500CFM	\$63	\$238	\$608
700	1560	AIR SCRUBBER HEPA 1400 CFM	\$90	\$340	\$765
925	3314	HEPA AIR SCRUBBER 1400CFM	\$90	\$340	\$765
700	1570	AIR SCRUBBER HEPA 2400 CFM	\$108	\$391	\$1,126
700	1565	AIR SCRUBBER HEPA 2000 CFM	\$108	\$391	\$1,126
925	3318	HEPA AIR SCRUBBER 2400CFM	\$108	\$391	\$1,126
925	3316	HEPA AIR SCRUBBER 2000CFM	\$108	\$391	\$1,126

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>AIR FILTRATION</u>					
<u>AIR MOVING EQUIPMENT</u>					
710	1240	AIRMOVER 6 DIAMETER AIR	\$11	\$28	\$80
710	1260	AIRMOVER 8 DIAMETER AIR	\$13	\$32	\$88
710	1220	AIRMOVER 3 DIAMETER AIR	\$14	\$48	\$108
710	1280	AIRMOVER 10 DIAMETER AIR	\$18	\$44	\$124
710	1300	AIRMOVER 12 DIAMETER AIR	\$23	\$56	\$160
700	1720	OZONE GENERATOR	\$41	\$144	\$324
700	1420	BLOWER MANHOLE 8IN ELEC	\$41	\$144	\$324
140	3580	MANIFOLD AIR	\$45	\$123	\$344
700	1380	BLOWER MANHOLE 8IN GAS	\$45	\$160	\$360
700	1220	BLOWER HAZ LOC VANO 115V	\$54	\$132	\$368
710	1360	AIRMOVER 20 DIAMETER CF TYPE AIR	\$65	\$136	\$400
710	1340	AIRMOVER 20 DIAMETER RF TYPE AIR	\$65	\$136	\$400
700	1290	FAN MISTING OSCIL PORTABLE 19-40GAL ELEC	\$68	\$180	\$440
700	1240	FAN FLOOR 16-24IN HAZ LOC ELEC	\$90	\$160	\$479
700	1640	COOLER EVAPORATIVE PORT 36IN 115V ELEC	\$68	\$160	\$480
700	1635	COOLER EVAPORATIVE PORT 24IN 115V ELEC	\$68	\$160	\$480
140	2010	COMPRESSOR ATTACH WATER SEPARATOR	\$72	\$166	\$489
710	1320	AIRMOVER 24 DIAMETER AIR	\$83	\$164	\$492
700	1645	COOLER EVAPORATIVE PORT 48IN 115V ELEC	\$72	\$172	\$500
700	1230	BLOWER HAZ LOC 12 IN	\$77	\$200	\$548
140	2410	COMPRESSOR ATTACH MIST ELMIN 500-999 CFM	\$108	\$225	\$595
700	1280	FAN MISTING OSCIL PORTABLE 100 GAL ELEC	\$90	\$240	\$640
140	2110	COMPRESSOR ATTACH AFTER COOLER 1-500 CFM	\$90	\$255	\$680
700	1725	HYDROXYL GENERATOR LARGE AREA	\$135	\$400	\$720
700	1310	INSULATION BLOWER ELECTRIC	\$158	\$360	\$1,000
700	1642	COOLER EVAPORATIVE PORT 36IN HAZ LOC	\$131	\$336	\$1,000
140	2150	COMPRESSOR ATTACH AF COOLER 1001-2000CFM	\$243	\$514	\$1,148
140	2420	COMPRESSOR ATTACH MIST ELMIN1500-2000CFM	\$162	\$408	\$1,148
140	2210	COMPRESSOR ATTACH DRYER 1-249 CFM	\$166	\$499	\$1,425
140	2230	COMPRESSOR ATTACH DRYER 425-600 CFM	\$271	\$760	\$1,900
700	1320	VACUUM INSULATION REMOVAL GAS	\$266	\$944	\$2,124
140	2310	COMPRESSOR ATTACH DRYER W/AFCOOL 500 CFM	\$309	\$903	\$2,351
140	2250	COMPRESSOR ATTACH DRYER 1500-1800 CFM	\$333	\$998	\$2,708
140	2330	COMPRESSOR ATTACH DRYER W/AFCOOL 1000CFM	\$352	\$1,164	\$3,007
700	1800	AIR CURTAIN	\$603	\$1,280	\$3,600
140	2350	COMPRESSOR ATTACH DRYER W/AFCOOL 1600CFM	\$499	\$1,473	\$4,028
140	2270	COMPRESSOR ATTACH DRYER 2501-3000 CFM	\$641	\$1,758	\$4,940
140	2290	COMPRESSOR ATTACH DRYER 4501-5000 CFM	\$784	\$1,971	\$5,225

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>AIR MOVING EQUIPMENT - ACCESSORIES</u>					
925	2103	WHIPCHECK CABLE H/H 1/2 TO 1-1/4	\$8	\$15	\$27
925	3523	PROPANE RADIANT HEATER	\$10	\$16	\$30
925	2019	WHIP HOSE W/INLINE OILER 1/2	\$7	\$15	\$39
925	1714	AIR HOSE ASSY 3/8X50 CRWFT CPLNG	\$5	\$16	\$49
925	1715	AIR HOSE ASSY 3/8X50 QD CPLNG	\$11	\$28	\$59
925	4663	HVAC DUCT WYE ADAPTER 20"X12"X12	\$21	\$33	\$59
925	1734	AIR HOSE ASSY 3/4X50 CRWFT CPLNG	\$7	\$21	\$63
925	4125	HVAC DUCTING BLK 12X15 6P	\$10	\$27	\$68
925	4420	HVAC DUCTING WHT 12X10 6P	\$14	\$36	\$72
925	4230	HI HEAT DUCT BLK 12X25 6P 400/500 DEG	\$14	\$31	\$74
925	4455	HVAC DUCTING WHT 20X15 6P	\$9	\$27	\$79
925	1735	AIR HOSE ASSY 3/4X50 THOR CPLNG	\$18	\$51	\$86
925	4305	HVAC DUCTING YLW 8X25 6P	\$18	\$45	\$89
925	5105	CEILING TILE KIT 24X24 W/12 DUCT	\$23	\$45	\$90
925	5100	CEILING TILE 24X24 F/12 DUCT	\$23	\$45	\$90
925	3456	LPG/NG HEATER HOSE 1X50	\$13	\$34	\$95
925	4130	HVAC DUCTING BLK 12X25 6P	\$27	\$54	\$108
925	4430	HVAC DUCTING WHT 12X25 6P	\$27	\$54	\$108
925	4030	HEATER DUCT BLK 12X25 6P 300DEG	\$27	\$54	\$108
925	1811	AIR HOSE ASSY 2X50	\$14	\$38	\$114
925	4440	HVAC DUCTING WHT 14X25 6P	\$32	\$68	\$135
925	5115	CEILING TILE KIT 24X24 W/16 DUCT	\$32	\$68	\$135
925	4330	HVAC DUCTING YLW 12X25 6P	\$18	\$50	\$149
925	4150	HVAC DUCTING BLK 16X25 6P	\$41	\$81	\$158
925	4450	HVAC DUCTING WHT 16X25 6P	\$41	\$81	\$158
925	1814	AIR HOSE ASSY 2X50 HI PRESSURE	\$29	\$62	\$159
925	4462	HVAC DUCTING WHT/WHT 20X25 4P	\$20	\$59	\$165
925	4360	HVAC DUCTING YLW 20X25 6P	\$20	\$59	\$165
925	4160	HVAC DUCTING BLK 20X25 6P	\$20	\$60	\$168
925	1823	AIR HOSE ASSY 3X25	\$28	\$57	\$168
925	4552	HVAC DUCT WYE ADAPTER 20	\$21	\$61	\$176
925	4250	HI HEAT DUCT BLK 16X25 6P 400/500 DEG	\$45	\$90	\$180
925	3250	AIRMOVER LOW PROFILE FAN	\$23	\$90	\$203
925	3265	HI VELOCITY AXIAL FAN 25"	\$23	\$68	\$203
925	3250	AIRMOVER LOW PROFILE FAN	\$23	\$90	\$203
925	3260	AIRMOVER CARPET DRYER	\$23	\$90	\$203
925	1835	AIR HOSE ASSY 3X50 HI PRESSURE	\$56	\$143	\$268
925	3109	PEDESTAL FAN 30"	\$36	\$124	\$271
925	3210	AIRMOVER AXIAL VENT BLOWER 12 IN ELEC	\$32	\$126	\$284
925	4260	HI HEAT DUCT BLK 20X25 6P 400/500 DEG	\$41	\$113	\$284
925	1802	AIR HOSE ASSY 2X25	\$34	\$103	\$298

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>AIR MOVING EQUIPMENT - ACCESSORIES</u>					
925	4460	HVAC DUCTING WHT 20X25 6P	\$45	\$134	\$312
925	2173	AIR MANIFOLD 15 GAL W/8 OUTLETS	\$38	\$117	\$334
925	3126	ROUND FLOOR FAN 42"	\$59	\$162	\$338
925	3126	ROUND FLOOR FAN 42"	\$59	\$162	\$338
925	1808	AIR HOSE ASSY 2X25 HI PRESSURE	\$73	\$144	\$358
925	3123	ROUND FLOOR FAN 36"	\$49	\$134	\$382
925	3263	AXIAL FAN 25"	\$50	\$149	\$392
925	3129	ROUND FLOOR FAN 48"	\$58	\$163	\$408
925	1829	AIR HOSE ASSY 3X25 HI PRESSURE	\$61	\$183	\$491
925	1832	AIR HOSE ASSY 3X50	\$69	\$207	\$612
<u>AIR TOOLS &amp; ACCESSORIES</u>					
100	5210	NAILER FLOORING AIR	\$36	\$128	\$270
<u>CABLE POWER TEMP</u>					
940	0770	FEMALE PIGTAIL 2/0 UNDER 10FT	\$3	\$7	\$13
940	0880	MALE PIGTAIL 4/0 UNDER 10FT	\$2	\$7	\$14
940	0775	MALE PIGTAIL 2/0 UNDER 10FT	\$3	\$8	\$15
940	0870	FEMALE PIGTAIL 4/0 UNDER 10FT	\$2	\$7	\$17
940	0810	CABLE 4/0 25FT CAMLOCK	\$9	\$10	\$24
940	0576	MALE PIGTAIL 2 UNDER 10FT 5 BANDED	\$11	\$20	\$29
940	0571	FEMALE PIGTAIL 2 UNDER 10FT 5 BANDED	\$11	\$20	\$30
940	0265	CABLE 8/5 50FT BARE	\$11	\$11	\$31
940	0160	CABLE 10/4 50FT 30A	\$4	\$11	\$32
940	2714	EXTENSION CORD 12/3 50FT	\$12	\$22	\$48
940	0575	MALE PIGTAIL 2 UNDER 10FT	\$7	\$18	\$53
940	0570	FEMALE PIGTAIL 2 UNDER 10FT	\$8	\$18	\$54
940	2716	EXTENSION CORD 12/3 100FT	\$11	\$25	\$62
940	2724	EXTENSION CORD 10/3 50FT	\$10	\$24	\$63
940	2970	CABLE RAMP	\$15	\$29	\$65
940	2640	QUAD BOX CABLE 12/5 50FT L2120	\$14	\$37	\$91
940	2652	QUAD BOX CABLE 10/5 50FT L2130	\$14	\$36	\$91
940	0815	CABLE 4/0 50FT CAMLOCK	\$23	\$65	\$126
940	0820	CABLE 4/0 100FT CAMLOCK	\$33	\$67	\$132
940	2514	SPIDER BOX CABLE 6/4 50FT 50A CS	\$22	\$62	\$134
940	2642	QUAD BOX CABLE 12/5 100FT L2120	\$27	\$51	\$135
940	0715	CABLE 2/0 50FT CAMLOCK	\$27	\$69	\$144
940	0516	CABLE 2 50FT CAMLOCK 5 BANDED	\$32	\$73	\$151
940	2654	QUAD BOX CABLE 10/5 100FT L2130	\$23	\$54	\$179
940	2610	QUAD BOX STRING 3 BOX 20A 50' W/L2120	\$23	\$55	\$183
940	2520	SPIDER BOX 50A CS IN/6X20A STR/1X30A TL	\$35	\$102	\$201

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

<b>CAT-CLASS DESCRIPTION</b>			<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
<u>CABLE POWER TEMP</u>					
940	0720	CABLE 2/0 100FT CAMLOCK	\$46	\$107	\$228
940	2516	SPIDER BOX CABLE 6/4 100FT 50A CS	\$40	\$119	\$249
940	2123	DISTRO BOX 100A CAM SET IN/12X20A OUT	\$63	\$111	\$257
940	2626	QUAD BOX STRING 3 BOX 30A 50' W/L2130	\$37	\$104	\$318
940	2120	DISTRO BOX 100A CAM SET IN/5X20A OUT	\$72	\$180	\$450
940	2256	DISTRO BOX 200A CAM SET IN/6X50A CS	\$72	\$180	\$450
940	2305	DISTRO BOX 400A CAM SET IN/6X50A CS	\$94	\$359	\$713
940	2312	DISTRO BOX 400A CAM SET IN/10X50A CS	\$193	\$560	\$1,105
<u>CLEANING AND RESTORATION</u>					
719	2020	DEHUMIDIFIER LGR 60-80 PPD ELEC	\$45	\$170	\$383
925	3352	DEHUMIDIFIER LGR 60-80 PPD ELEC	\$45	\$170	\$383
105	2010	WASHER 1000 PSI ELEC 120V 12.5-15AMP	\$72	\$256	\$540
105	2020	WASHER 2000-2999 PSI GAS	\$72	\$256	\$540
105	2025	WASHER 2000-2999 PSI ELEC	\$72	\$256	\$540
105	2000	WASHER 1000-1999 PSI GAS	\$72	\$256	\$540
105	2030	WASHER 2000-2999 PSI LPN	\$72	\$256	\$540
719	2040	DEHUMIDIFIER LGR 130-200 PPD ELEC	\$63	\$298	\$595
925	3354	DEHUMIDIFIER LGR 130-200 PPD ELEC	\$63	\$298	\$595
105	2060	WASHER 4000-4999 PSI GAS	\$90	\$320	\$675
105	2050	WASHER 3000-3999 PSI GAS	\$90	\$320	\$675
105	2040	WASHER 3000 PSI DSL	\$108	\$384	\$810
719	2060	DEHUMIDIFIER DESICCANT 400 CFM	\$153	\$361	\$863
105	2070	WASHER 5000-5999 PSI GAS	\$126	\$448	\$945
105	2500	WASHER 2000-2999 PSI HOT WATER GAS	\$144	\$512	\$1,080
105	2505	WASHER 1000-1999 PSI HOT WATER ELEC	\$144	\$512	\$1,080
105	2515	WASHER 3000-3999 PSI HOT WATER GAS	\$162	\$576	\$1,215
105	2800	WASHER TRAILER MOUNTED 3000 PSI DSL	\$284	\$680	\$1,463
105	2810	WASHER TRAILER MNT 3000-4000PSI HOT GAS	\$284	\$680	\$1,463
105	2830	WASHER TRAILER MNT 3000-3999PSI HOT DSL	\$284	\$680	\$1,463
105	2525	WASHER 3000-3999 PSI HOT WATER DSL	\$284	\$680	\$1,463
719	1005	1200 CFM DESICCANT DEHUMIDIFIER 1PH 240V	\$180	\$510	\$1,530
100	5150	DRY ICE BLASTING PACKAGE 40LB	\$309	\$770	\$2,309
719	1010	2000/1000 CFM DESICCANT DEHUMID 3PH 460V	\$428	\$1,063	\$2,550
719	1030	7500/5500CFM DESICCANT DEHU 3PH460VTRIFU	\$900	\$1,700	\$5,100
719	2080	DEHUMIDIFIER DESICCANT 800-900 CFM	\$720	\$2,040	\$6,120
719	1020	5000 CFM DESICCANT DEHUMID 3PH460V	\$1,665	\$6,426	\$19,550
<u>CLIMATE &amp; HEATING EQUIPMENT</u>					
715	0405	50K BTU DIRECT FORCED AIR HEATER LPG/NG	\$27	\$77	\$135
715	0010	1.6KW ELECT HEATER 110V	\$18	\$68	\$135

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CLIMATE &amp; HEATING EQUIPMENT</b>					
715	1620	200K BTU HARD HAT HEATER LP	\$23	\$55	\$146
715	0005	1.5KW STANDUP INFRARED ELECT HEATER 120V	\$27	\$89	\$206
715	1610	40K BTU PATIO HEATER LP	\$45	\$115	\$221
715	1605	30K BTU RADIANT HEATER W/MANIFOLD LPG	\$45	\$115	\$221
715	0408	50K-60K BTU RADIANT HEATER DSL	\$45	\$128	\$263
715	0410	80K BTU DIRECT FORCED AIR HEATER KERO	\$45	\$128	\$263
715	0020	5-20KW VAR ELECT HEATER 1 - 4 PLUG 110V	\$45	\$136	\$263
715	0025	6KW ELECT HEATER 240V 1PH	\$45	\$136	\$263
715	0415	80K BTU DIRECT FORCED AIR HEATER LPG	\$45	\$128	\$263
715	0205	80K BTU HEATER 1400 CFM WALL MOUNTED	\$45	\$115	\$281
715	0030	6-10KW VAR ELECT HEATER 240V 1PH	\$50	\$140	\$285
715	0430	150K BTU DIRECT FORCED AIR HEATER LPG/NG	\$54	\$153	\$300
715	0420	150K BTU DIRECT FORCED AIR HEATER KERO	\$54	\$153	\$300
715	0440	170K BTU DIRECT FORCED AIR HEATER LPG/NG	\$68	\$191	\$338
715	0445	170K BTU DIRECT FORCED AIR HEATER KERO	\$68	\$191	\$338
715	0045	15KW ELECT HEATER 480V 3PH SALAMANDER	\$59	\$157	\$364
715	0040	15KW ELECT HEATER 240V 1PH SALAMANDER	\$59	\$157	\$364
715	0450	200K BTU DIRECT FORCED AIR HEATER KERO	\$77	\$213	\$375
715	0055	15-20KW VAR ELECT HEATER 208V/240V 3 PH	\$72	\$204	\$439
715	0050	13-20KW VAR ELECT HEATER 240V 3PH	\$72	\$204	\$439
715	0435	150K BTU RADIANT HEATER DSL	\$86	\$242	\$469
715	0046	18KW ELECT HEATER 208V 1PH/240V 3PH	\$90	\$230	\$521
715	0460	400K BTU DIRECT FORCED AIR HEATER LPG	\$99	\$242	\$525
715	0470	400K BTU DIRECT FORCED AIR HEATER KERO	\$113	\$319	\$563
715	0462	400K BTU DIRECT FORCED AIR HEATER LPG/NG	\$113	\$319	\$563
715	0060	30KW ELECT HEATER 480V 3PH	\$108	\$255	\$619
715	0615	200K BTU INDIR FORCED AIR HEATER NG	\$113	\$319	\$638
715	0610	200K BTU INDIR FORCED AIR HEATER DSL	\$113	\$319	\$638
718	1100	1 TON PORT AIR CONDITIONER 120V	\$95	\$221	\$659
718	1102	1 TON PORT AIR CONDITIONER W/HEAT 120 V	\$95	\$221	\$659
715	0480	650K BTU DIRECT FORCED AIR HEATER KERO	\$131	\$298	\$675
718	1104	1.2 TON PORT AIR COND W HEAT 5-20P PLUG	\$113	\$293	\$723
718	1103	1 TON PORT AIR COND WATERCOOLED 120V	\$113	\$293	\$723
716	1000	HEATER ATTACHMENT HOSE REEL	\$180	\$340	\$750
715	0630	400K BTU INDIR FORCED AIR HEATER LPG/NG	\$162	\$425	\$938
715	0120	1.35M BTU STAINLESS STEEL HEAT EXCHANGER	\$131	\$366	\$964
718	1130	3 TON PORT AIR CONDITIONER 1PH 208/230V	\$180	\$425	\$1,007
715	0620	400K BTU INDIR FORCED AIR HEATER DSL	\$171	\$446	\$1,013
715	0490	1M BTU DIRECT FORCED AIR HEATER LPG/NG	\$176	\$468	\$1,125
715	0070	60KW ELECT HEATER 480V 3P	\$135	\$468	\$1,125
715	0632	600K BTU INDIR FORCED AIR HEATER LPG/NG	\$216	\$553	\$1,238

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CLIMATE &amp; HEATING EQUIPMENT</b>					
715	0550	1.5M BTU DIRECT FORCED AIR HEATER LPG/NG	\$225	\$553	\$1,313
715	0220	60KW ELECT INLINE HEATER 220V/460V 3PH	\$225	\$574	\$1,388
718	1155	5 TON AIR CONDITIONER INDOOR 3PH 460V	\$225	\$595	\$1,424
718	1160	5 TON PORT AIR COND W/HEAT 3PH 208/230V	\$203	\$476	\$1,424
718	1145	5 TON AIR COND INDOOR 1PH 208/230V	\$225	\$595	\$1,424
718	1170	5 TON AIR CONDITION SKID 20KW HEAT	\$203	\$476	\$1,424
718	1147	5 TON AIR COND INDOOR W/HEAT 3PH 208/230	\$257	\$672	\$1,611
715	0635	700K BTU INDIR FORCED AIR HEATER LP/NG	\$360	\$765	\$2,025
715	0640	750K BTU INDIR FORCED AIR HEATER LPG/NG	\$360	\$765	\$2,025
715	0645	750K BTU INDIR FORCED AIR HEATER DSL	\$360	\$765	\$2,025
718	1960	75 TON CHILLED WATER AIR HANDLER	\$338	\$829	\$2,396
718	1525	20 TON VERT AIR CONDITION 72KW HEAT	\$383	\$978	\$2,400
715	0650	900K BTU INDIR FORCED AIR HEATER LPG/NG	\$450	\$1,020	\$2,400
718	1520	20 TON VERT AIR CONDITIONER	\$383	\$978	\$2,400
718	1210	10 TON AIR CONDITION SKID 36KW HEAT	\$356	\$850	\$2,400
718	2650	120 TON CHILLED WATER AIR HANDLER	\$369	\$880	\$2,480
715	0140	3.8M BTU STAINLESS STEEL HEAT EXCHANGER	\$338	\$956	\$2,531
715	0660	1M BTU INDIR FORCED AIR HEATER LP/NG	\$473	\$1,105	\$2,550
718	1305	12 TON PORT AIR COND W/HEAT 3PH 230V	\$810	\$1,530	\$2,560
718	2550	100 TON VERT CHILLED WATER HANDLER	\$369	\$880	\$2,635
718	1310	12 TON PORT AIR COND W/HEAT 3PH 460V	\$383	\$978	\$2,720
718	1300	12 TON AIR CONDITIONER NARW 3PH 208/230V	\$383	\$978	\$2,720
718	1175	5 TON AIR CONDITION SKID 9KW HEAT NEMA7	\$396	\$935	\$2,805
718	1302	12 TON PORT AIR COND W/HEAT 3PH 208/230V	\$900	\$1,870	\$2,880
715	0235	150KW IND ELECT HEATER 480V 3PH 1/2IN SP	\$585	\$1,233	\$2,963
718	1950	50 TON CHILLED WATER AIR HANDLER	\$450	\$1,063	\$3,000
718	1700	30 TON VERT AIR CONDITIONER	\$450	\$1,169	\$3,160
718	1610	25 TON AIR CONDITION SKID 72KW HEAT	\$450	\$1,169	\$3,160
718	1500	20 TON INDUSTRIAL AIR CONDITIONER	\$518	\$1,224	\$3,456
718	1750	30 TON AIR COOLED CHILLER W PUMP	\$504	\$1,420	\$4,000
718	1505	20 TON INDUSTRIAL AIR CONDITIONER NEMA7	\$621	\$1,462	\$4,128
715	0240	150KW IND ELECT HEATER 480V 3PH 5IN SP	\$878	\$1,849	\$4,444
718	1800	40 TON INDUSTRIAL AIR CONDITIONER	\$540	\$1,530	\$4,800
715	0695	2M BTU INDIR FORCED AIR HEATER LP/NG	\$945	\$2,210	\$5,100
718	2660	140 TON VERT CHILLED WATER AIR HANDLER	\$719	\$1,946	\$5,120
718	1830	40 TON HYBRID AIR COND 120KW HEAT	\$765	\$1,785	\$5,280
718	2050	60 TON AIR COOLED CHILLER W PUMP	\$810	\$1,913	\$5,400
718	1805	40 TON INDUSTRIAL AIR CONDITIONER NEMA7	\$990	\$2,210	\$5,712
718	2100	65 TON INDUSTRIAL AIR CONDITIONER	\$855	\$2,083	\$5,760
715	0820	1.2M BTU SELF CONTAINED HEATER DSL	\$1,350	\$2,975	\$6,000
715	0810	800K BTU SELF CONTAINED HEATER DSL	\$1,350	\$2,975	\$6,000

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>CLIMATE &amp; HEATING EQUIPMENT</b>					
715	1020	385K BTU HYDRONIC SURFACE HEATER DSL	\$1,350	\$2,975	\$6,375
715	1010	234K BTU HYDRONIC SURFACE HEATER DSL	\$1,350	\$2,975	\$6,375
718	2030	60 TON HYBRID AIR COND 136KW HEAT	\$1,395	\$2,763	\$7,000
715	1210	500K BTU 3500 CFM FLAMELESS HEATER DSL	\$1,350	\$2,975	\$7,125
715	1030	600K BTU HYDRONIC SURFACE HEATER DSL	\$1,485	\$3,400	\$7,425
715	1220	750K BTU 5500 CFM FLAMELESS HEATER DSL	\$1,530	\$3,230	\$7,875
718	2300	80 TON INDUSTRIAL AIR CONDITIONER	\$1,530	\$3,188	\$8,040
718	2305	80 TON INDUSTRIAL AIR CONDITIONER NEMA7	\$1,665	\$3,400	\$8,880
718	2560	100 TON AIR COOLED CHILLER W PUMP	\$1,170	\$3,188	\$8,925
715	1230	1M BTU 6000 CFM FLAMELESS HEATER DSL	\$1,913	\$4,930	\$9,750
718	3060	200 TON AIR COOLED CHILLER W PUMP	\$1,935	\$5,525	\$13,515
<b>CLIMATE &amp; HEATING EQUIPMENT - ACCESSORIES</b>					
779	2201	CHILLER LOOP HOSE 2X10 W/CAMLOCKS	\$7	\$14	\$23
779	2205	CHILLER LOOP HOSE 2X25 W/CAMLOCKS	\$18	\$18	\$36
779	2401	CHILLER LOOP HOSE 4"X10' W/CAMLOCKS	\$15	\$45	\$134
779	2405	CHILLER LOOP HOSE 4"X25' W/CAMLOCKS	\$27	\$73	\$204
779	2501	CHILLER LOOP HOSE 6"X10' W/CAMLOCKS	\$32	\$86	\$225
779	2505	CHILLER LOOP HOSE 6"X25' W/CAMLOCKS	\$38	\$94	\$253
<b>COMPACTION EQUIPMENT</b>					
150	3100	ROLLER SOLAR REMOTE	\$19	\$36	\$102
150	1040	RAMMER SAND	\$29	\$98	\$205
150	2990	ROLLER ATTACHMENT SMOOTH DRUM	\$45	\$120	\$315
150	1720	TAMPER 30LB 6IN AIR	\$45	\$160	\$338
150	1080	RAMMER JUMPING JACK 100LB - 199LB GAS	\$70	\$200	\$350
150	1060	RAMMER JUMPING JACK 1LB - 99LB GAS	\$70	\$200	\$350
150	1740	TAMPER 40LB 6IN AIR	\$50	\$176	\$371
150	1240	PLATE COMPACTOR 100LB TO 199LB GAS	\$70	\$200	\$395
150	1260	PLATE COMPACTOR UP TO 299LB GAS	\$70	\$200	\$395
150	2950	ROLLER ATTACHMENT PADFOOT 5 TON	\$57	\$162	\$459
150	1420	PLATE COMPACTOR 100LB TO 199LB REVERSBLE	\$70	\$238	\$497
150	1440	PLATE COMPACTOR 200LB TO 299LB REVERSBLE	\$82	\$280	\$585
150	1460	PLATE COMPACTOR 300LB TO 399LB REVERSBLE	\$82	\$280	\$585
150	1140	RAMMER JUMPING JACK 100LB - 199LB DSL	\$86	\$294	\$614
150	1120	RAMMER 100LB TO 199LB ELEC	\$86	\$294	\$614
150	2960	ROLLER ATTACHMENT PADFOOT 8 TON	\$119	\$338	\$680
150	1480	PLATE COMPACTOR 400LB TO 499LB REVERSBLE	\$103	\$350	\$731
150	2040	ROLLER WALKBEHIND SINGLE DRUM 28IN GAS	\$149	\$396	\$743
150	2020	ROLLER WALKBEHIND DOUBLE DRUM 25IN GAS	\$149	\$396	\$743
150	2100	ROLLER WALKBEHIND SINGLE DRUM 30IN GAS	\$158	\$408	\$788

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>COMPACTION EQUIPMENT</b>					
150	2970	ROLLER ATTACHMENT PADFOOT 11 TON	\$143	\$383	\$850
150	1500	PLATE COMPACTOR 500LB TO 599LB REVERSBLE	\$124	\$420	\$878
150	3240	TAMPER ATTACHMENT 3000LB TO 3999LB	\$122	\$432	\$911
150	1520	PLATE COMPACTOR 600LB TO 699LB REVERSBLE	\$136	\$462	\$965
150	1540	PLATE COMPACTOR 700LB TO 799LB REVERSBLE	\$144	\$490	\$1,024
150	3260	TAMPER ATTACHMENT 6000LB TO 6999LB	\$143	\$540	\$1,148
150	2820	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	\$175	\$480	\$1,150
150	2860	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	\$252	\$600	\$1,525
150	2840	ROLLER RIDE-ON SMOOTH 47IN DBL 2 TON DSL	\$252	\$600	\$1,525
150	1580	PLATE COMPACTOR 1000 TO 1100LB REVERSBLE	\$226	\$770	\$1,609
150	1560	PLATE COMPACTOR 900LB TO 999LB REVERSBLE	\$226	\$770	\$1,609
150	1600	PLATE COMPACTOR 1100LB-1199LB REVERSBLE	\$235	\$798	\$1,667
150	2720	ROLLER RIDE-ON SMOOTH 42IN SNG 2 TON	\$266	\$700	\$1,715
150	2220	ROLLER TRENCH VIBRA DBL DRUM 22IN DSL	\$356	\$840	\$1,838
150	2260	ROLLER TRENCH VIBRA DBL DRUM 32IN DSL	\$356	\$840	\$1,838
150	3300	TAMPER ATTACHMENT 11000LB TO 11999LB	\$238	\$900	\$1,913
150	3320	TAMPER ATTACHMENT 24000LB TO 24999LB	\$261	\$990	\$2,104
150	2730	ROLLER RIDE-ON SMOOTH 54IN SNG 5 TON	\$446	\$1,060	\$2,485
150	2760	ROLLER RIDE-ON SMOOTH 66IN SNG 8 TON	\$536	\$1,340	\$2,940
150	2560	ROLLER RIDE-ON PADFT 54IN SNG 5 TON	\$495	\$1,512	\$3,360
150	2580	ROLLER RIDE-ON PADFT 66IN SNG 8 TON	\$563	\$1,560	\$3,500
150	2880	ROLLER RIDE-ON SMOOTH 66IN DBL 7 TON DSL	\$653	\$2,029	\$3,770
150	2770	ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON	\$621	\$1,640	\$4,060
150	2920	ROLLER RIDE-ON SMOOTH 66IN DBL 11TON DSL	\$752	\$2,177	\$4,095
150	2600	ROLLER RIDE-ON PADFT 84IN SNG 11 TON	\$653	\$1,760	\$4,270
150	2620	ROLLER RIDE-ON PADFT 84IN SNG 14 TON	\$765	\$1,960	\$4,760
<b>COMPRESSORS</b>					
140	1720	COMPRESSOR STATIONARY 25 CFM GAS	\$72	\$156	\$338
140	1605	COMPRESSOR RECIPROCATING 3HP ELEC	\$50	\$132	\$356
140	1020	COMPRESSOR PORTABLE 4 CFM ELECTRIC	\$50	\$176	\$371
140	1060	COMPRESSOR PORTABLE 8 CFM GAS	\$50	\$176	\$371
140	1040	COMPRESSOR PORTABLE 7 CFM ELECTRIC	\$50	\$176	\$371
140	1105	COMPRESSOR PORTABLE 17 CFM GAS	\$54	\$192	\$405
140	1100	COMPRESSOR PORTABLE 14 CFM GAS	\$54	\$192	\$405
140	1120	COMPRESSOR 50-60CFM PORTABLE GAS	\$63	\$216	\$413
140	1220	COMPRESSOR TOWABLE 100-125 CFM DSL	\$90	\$213	\$473
140	1260	COMPRESSOR TOWABLE 175-195 CFM DSL	\$105	\$220	\$525
140	1280	COMPRESSOR TOWABLE 200-245 CFM DSL	\$198	\$380	\$881
140	1640	COMPRESSOR ROTARY 130CFM ELEC	\$162	\$425	\$1,040
140	1360	COMPRESSOR TOWABLE 125PSI 375-425CFM DSL	\$266	\$621	\$1,496

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019

Pricing Schedule #: N20025

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>COMPRESSORS</b>					
140	1645	COMPRESSOR ROTARY 240CFM ELEC	\$203	\$553	\$1,520
140	1655	COMPRESSOR ROTARY 365CFM ELEC	\$225	\$595	\$1,600
140	1650	COMPRESSOR ROTARY 240CFM 125PSI ELEC	\$225	\$595	\$1,600
140	1500	COMPRESSOR OFF SHORE 375CFM DSL	\$270	\$723	\$1,920
140	1660	COMPRESSOR ROTARY 365CFM 125PSI ELEC	\$315	\$893	\$2,240
140	1670	COMPRESSOR ROTARY 500CFM 125PSI ELEC	\$338	\$978	\$2,400
140	1675	COMPRESSOR ROTARY 750CFM ELEC	\$360	\$1,063	\$2,600
140	1375	COMPRESSOR TOWABLE 750CFM DSL	\$499	\$1,350	\$2,880
140	1380	COMPRESSOR TOWABLE 825CFM DSL	\$523	\$1,440	\$2,970
140	1680	COMPRESSOR ROTARY 750CFM 125PSI ELEC	\$450	\$1,254	\$3,400
140	1690	COMPRESSOR ROTARY 1000CFM 125PSI ELEC	\$495	\$1,318	\$3,800
140	1685	COMPRESSOR ROTARY 900CFM ELEC	\$495	\$1,318	\$3,800
140	1420	COMPRESSOR TOWABLE INST QUAL 750CFM DSL	\$689	\$1,620	\$4,050
140	1385	COMPRESSOR TOWABLE 900CFM DSL	\$618	\$1,800	\$4,500
140	1460	COMPRESSOR TOWABLE INST QUAL 915CFM DSL	\$755	\$1,890	\$4,950
140	1695	COMPRESSOR ROTARY 1500CFM ELEC	\$675	\$1,785	\$5,000
140	1700	COMPRESSOR ROTARY 1500CFM 125PSI ELEC	\$698	\$1,925	\$5,200
140	1400	COMPRESSOR TOWABLE 1600CFM DSL	\$903	\$2,340	\$6,206
140	1480	COMPRESSOR TOWABLE INS QUAL 1600CFM DSL	\$1,093	\$2,696	\$6,296
<b>CONCRETE &amp; MASONRY EQUIPMENT</b>					
100	1860	CONCRETE W/B PUSH BUGGY 8 CU FT	\$23	\$80	\$169
100	1850	CONCRETE W/B PUSH BUGGY 6 CU FT	\$23	\$80	\$169
230	1600	DEMOLITION ROBOT BUCKET 12 SMOOTH DXR140	\$29	\$71	\$214
230	1610	DEMOLITION ROBOT BUCKET 12 SMOOTH DXR300	\$29	\$71	\$214
230	1640	DEMOLITION ROBOT BUCKET 30 SMOOTH DXR140	\$29	\$71	\$214
230	1650	DEMOLITION ROBOT BUCKET 30 SMOOTH DXR300	\$29	\$71	\$214
100	1900	CONCRETE BUCKET 1/2 YD	\$36	\$92	\$225
100	1920	CONCRETE BUCKET 1 YD	\$41	\$104	\$270
100	1910	CONCRETE BUCKET 3/4 YD	\$41	\$104	\$270
100	1930	CONCRETE BUCKET 1-1/2 YD	\$59	\$144	\$386
100	1940	CONCRETE BUCKET 2 YD	\$68	\$176	\$401
100	1620	CONCRETE MIXER 3-5CU. FT. ELEC	\$54	\$192	\$405
100	2710	CONCRETE CUTOFF SAW 14IN HAND HELD ELEC	\$54	\$192	\$405
100	1610	CONCRETE MIXER 2 CU. FT. ELEC	\$54	\$192	\$405
100	2700	CONCRETE CUTOFF SAW 12IN DUSTLES HH ELEC	\$54	\$192	\$405
100	2980	CONCRETE CRACK REPAIR SAW 8IN GAS	\$68	\$180	\$435
100	3220	TILE AND STONE COMBICUT SAW 10IN ELEC	\$59	\$208	\$439
100	2750	CONCRETE CUTOFF SAW 14IN HAND HELD AIR	\$59	\$208	\$439
100	2330	CONCRETE VIBRATOR AIR	\$59	\$208	\$439
100	3210	TILE AND STONE COMBICUT SAW 8IN ELEC	\$59	\$208	\$439

US COMMUNITIES GOLD 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CONCRETE &amp; MASONRY EQUIPMENT</b>					
100	2110	CONCRETE VIBRATOR 1HP ELEC	\$59	\$208	\$439
100	1950	CUTTER REBAR UP TO 1 IN	\$59	\$208	\$439
100	1720	MORTAR MIXER 4 CU. FT. ELEC	\$59	\$208	\$439
100	1660	CONCRETE MIXER 4 CU. FT. GAS	\$59	\$208	\$439
100	3230	TILE SAW 10IN ELEC	\$59	\$208	\$439
100	2120	CONCRETE VIBRATOR 2HP ELEC	\$59	\$208	\$439
100	2130	CONCRETE VIBRATOR 3HP ELEC	\$59	\$208	\$439
100	2550	CONCRETE TROWEL MACHINE 36IN W/B ELEC	\$68	\$240	\$451
100	1640	CONCRETE MIXER 6 CU. FT. ELEC	\$63	\$224	\$473
100	2360	CONCRETE VIBRATOR BACKPACK GAS	\$63	\$224	\$473
100	1880	CONCRETE TRACK POWER BUGGY 10 CU. FT.	\$99	\$264	\$495
100	2780	CONCRETE CUTNBRK SAW 16IN HAND HELD GAS	\$68	\$240	\$506
100	2720	CONCRETE CUTOFF SAW 12IN HAND HELD GAS	\$68	\$240	\$506
100	2730	CONCRETE CUTOFF SAW 14IN HAND HELD GAS	\$68	\$240	\$506
100	2510	CONCRETE SCREED PORTABLE OVER 16FT GAS	\$72	\$256	\$540
100	2500	CONCRETE SCREED PORTABLE 10-16FT GAS	\$72	\$256	\$540
100	1650	CONCRETE MIXER 9 CU. FT. ELEC	\$72	\$256	\$540
100	2600	CONCRETE TROWEL MACHINE 36IN W/B GAS	\$77	\$272	\$574
100	2930	CONCRETE PUSH W/B SAW 14IN BLADE AIR	\$77	\$272	\$574
100	2230	HIGH FREQ INTERNAL CONCRETE VIBRATOR	\$77	\$272	\$574
100	2810	CONCRETE PUSH W/B SAW 10-19 HP GAS	\$77	\$272	\$574
100	2740	CONCRETE CUTOFF SAW 16IN HAND HELD GAS	\$77	\$272	\$574
100	2595	CONCRETE TROWEL MACHINE 24IN W/B GAS	\$77	\$272	\$574
100	3070	CONCRETE BRICK SAW 14IN ELEC	\$81	\$288	\$608
100	3080	CONCRETE BRICK SAW 14IN GAS	\$81	\$288	\$608
100	2695	CHAIN SAW 14IN HYD	\$108	\$280	\$623
100	1670	CONCRETE MIXER 6 CU. FT. GAS	\$86	\$304	\$641
100	1690	CONCRETE MIXER 9 CU. FT. GAS	\$86	\$304	\$641
100	1740	MORTAR MIXER 6 CU. FT. GAS	\$86	\$304	\$641
100	1750	MORTAR MIXER 7 CU. FT. GAS	\$86	\$304	\$641
100	1760	MORTAR MIXER 8 CU. FT. GAS	\$86	\$304	\$641
100	1770	MORTAR MIXER 9 CU. FT. GAS	\$86	\$304	\$641
100	2620	CONCRETE TROWEL MACHINE 48IN W/B GAS	\$86	\$304	\$641
100	2610	CONCRETE TROWEL MACHINE 46IN W/B GAS	\$86	\$304	\$641
100	2870	CONCRETE PUSH W/B SAW 0-9 HP ELEC	\$90	\$320	\$675
100	1780	MORTAR MIXER 12 CU. FT. GAS	\$95	\$336	\$709
100	1710	CONCRETE MIXER 12 CU. FT. GAS	\$95	\$336	\$709
100	2940	CONCRETE SELFPROP W/B SAW 18IN BLADE AIR	\$113	\$400	\$844
100	2820	CONCRETE SELFPROP W/B SAW 10-19 HP GAS	\$113	\$400	\$844
100	2880	CONCRETE SELFPROP W/B SAW 0-9 HP LPN	\$113	\$400	\$844
100	1870	CONCRETE WHEEL POWER BUGGY 16 CU. FT.	\$149	\$460	\$848

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019

Pricing Schedule #: N20025

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>CONCRETE &amp; MASONRY EQUIPMENT</b>					
100	2950	CONCRETE EARLY ENTRY SAW PUSH 1.18IN GAS	\$122	\$432	\$911
610	1600	TRAILER MIXING 27 CF 7000 LB	\$126	\$448	\$945
100	2960	CONCRETE EARLY ENTRY SAW W/B 1.5IN GAS	\$230	\$456	\$975
100	2970	CONCRETE EARLY ENTRY SAW W/B 2.75IN GAS	\$230	\$456	\$975
610	1620	TRAILER MIXING 50 CF 10000 LB	\$135	\$480	\$1,013
100	2840	CONCRETE SELFPROP W/B SAW 20-29 HP GAS	\$135	\$480	\$1,013
100	2895	CONCRETE SELFPROP W/B SAW 20-29 HP LPN	\$144	\$512	\$1,088
230	1200	BREAKER DEMOLITION ROBOT 310LB DXR140	\$166	\$380	\$1,140
100	1885	CONCRETE TRACK POWER BUGGY 14 CU.FT.	\$158	\$560	\$1,144
100	1865	CONCRETE WHEEL POWER BUGGY 16 CU FT. LPG	\$167	\$592	\$1,249
100	1890	CONCRETE TRACK POWER BUGGY 16 CU. FT.	\$167	\$592	\$1,249
100	2850	CONCRETE SELFPROP W/B SAW 30-39 HP GAS	\$221	\$680	\$1,418
230	1210	BREAKER DEMOLITION ROBOT 440LB DXR300	\$190	\$475	\$1,425
230	1300	DEMOLITION ROBOT ATTCH GRAPPLER DXR140	\$190	\$475	\$1,425
230	1310	DEMOLITION ROBOT ATTCH GRAPPLER DXR300	\$190	\$475	\$1,425
100	2910	CONCRETE SELFPROP W/B SAW 40 - 49 HP DSL	\$288	\$796	\$1,650
100	2650	CONCRETE TROWEL 96IN POWER RIDE-ON GAS	\$225	\$800	\$1,688
100	3410	CURB MOLDING MACHINE GAS	\$351	\$980	\$2,220
100	2925	CONCRETE SELFPROP W/B SAW 70 - 79 HP DSL	\$446	\$1,180	\$2,438
230	1500	DEMOLITION ROBOT ATTCH SHEARER 140/300	\$404	\$950	\$2,660
230	1410	DEMOLITION ROBOT ATTCH CRUSHER DXR300	\$404	\$950	\$2,660
230	1000	DEMOLITION ROBOT DXR140 2200LB 12FT ELEC	\$760	\$2,375	\$6,650
230	1100	DEMOLITION ROBOT DXR300 4300LB 17FT ELEC	\$1,140	\$3,325	\$8,550
<b>CRANES</b>					
350	1420	CRAWLER CRANE ATTACH 24IN WORK PLATFORM	\$71	\$171	\$485
350	1410	CRAWLER CRANE ATTACH AUX WINCH 400FT	\$203	\$577	\$1,642
350	1400	CRAWLER CRANE ATTACH GLASS MANIPULATOR	\$352	\$1,170	\$2,720
350	2010	CRANE CARRY DECK DUAL FUEL 5000LB 15FT	\$375	\$1,093	\$3,135
350	2000	CRANE CARRY DECK DSL 5000LB 15FT	\$375	\$1,093	\$3,135
350	2040	CRANE CARRY DECK DUAL FUEL 8000LB 19FT	\$546	\$1,473	\$3,990
350	2030	CRANE CARRY DECK DSL 8000LB 19FT	\$546	\$1,473	\$3,990
350	1130	CRAWLER CRANE 1990LB 22FT TIP BATT	\$451	\$1,344	\$4,038
350	2060	CRANE CARRY DECK DSL 18000LB 30FT	\$689	\$1,895	\$4,465
350	2070	CRANE CARRY DECK DUAL FUEL 18000LB 30FT	\$689	\$1,895	\$4,465
350	1200	CRAWLER CRANE 6450LB 37FT TIP JIB DF	\$499	\$1,496	\$4,489
350	1145	CRAWLER CRANE 1990LB 37FT TIP JIB DF	\$499	\$1,496	\$4,489
340	1060	GLASS HANDLER 1265LB 11'-10" ELEC	\$594	\$1,781	\$5,344
350	1185	CRAWLER CRANE 5800LB 31FT TIP BATT	\$599	\$1,796	\$5,387
350	1210	CRAWLER CRANE 6450LB 37FT TIP JIB DSL	\$599	\$1,796	\$5,387
350	1150	CRAWLER CRANE 1990LB 37FT TIP JIB BATT	\$599	\$1,796	\$5,387

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA &amp; MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019****Pricing Schedule #:****N20025**

<b>CAT-CLASS DESCRIPTION</b>		<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>	
<b>CRANES</b>					
350	3000	CRANE ROUGH TERRAIN DSL 30000LB 60FT	\$689	\$1,938	\$5,795
350	1205	CRAWLER CRANE 6450LB 37FT TIP JIB BATT	\$665	\$1,995	\$5,985
350	2090	CRANE CARRY DECK DSL 30000LB 50FT	\$945	\$2,470	\$6,175
350	2100	CRANE CARRY DECK DUAL FUEL 30000LB 50FT	\$945	\$2,470	\$6,175
350	1245	CRAWLER CRANE 6680LB 52FT TIP DSL	\$760	\$2,252	\$6,745
340	1080	GLASS HANDLER 1730LB 12'-9" ELEC	\$760	\$2,280	\$6,840
350	1225	CRAWLER CRANE 5800LB 52FT TIP HYB	\$746	\$2,304	\$6,983
340	1090	GLASS HANDLER 2200LB 13'-5" ELEC	\$831	\$2,494	\$7,481
350	1240	CRAWLER CRANE 6680LB 52FT TIP HYB	\$846	\$2,541	\$7,600
350	1265	CRAWLER CRANE 6680LB 52FT TIP JIB HYBLMI	\$846	\$2,541	\$7,600
350	1280	CRAWLER CRANE 8920LB 68FT TIP DSL	\$903	\$2,708	\$8,123
350	1270	CRAWLER CRANE 5800LB 54FT TIP HYB LMI	\$950	\$2,850	\$8,550
350	1285	CRAWLER CRANE 8920LB 68FT TIP HYB	\$1,045	\$3,135	\$9,405
<b>DEMOLITION EQUIPMENT</b>					
100	1180	ROTARY HAMMER DRILL AIR	\$36	\$128	\$270
100	1360	BREAKER 60-69 LB HYD	\$45	\$120	\$338
100	1390	BREAKER 90-99 LB HYD	\$45	\$120	\$338
100	1050	ROTARY HAMMER 1/4-1 IN SDS PLUS BATT	\$45	\$160	\$338
100	1090	ROTARY HAMMER 3/16-3/4IN SDS PLUS ELEC	\$45	\$160	\$338
100	1150	ROTARY HAMMER SDS MAX COMBO 1/2-3IN ELEC	\$54	\$192	\$405
100	1250	BREAKER 10-19LB ELEC	\$54	\$192	\$405
100	1140	ROTARY HAMMER SDS MAX COMBO 1/2-6IN ELEC	\$54	\$192	\$405
100	1320	CART FOR ELECTRIC BREAKER	\$59	\$208	\$439
100	1260	BREAKER 20-29LB ELEC	\$63	\$224	\$473
100	1270	BREAKER 30-39LB ELEC	\$77	\$272	\$574
100	1300	BREAKER 60-69LB ELEC	\$90	\$320	\$675
100	1280	BREAKER 40-49LB ELEC	\$95	\$336	\$709
100	1290	BREAKER 50-59LB GAS	\$99	\$352	\$743
100	1310	BREAKER 70-79LB ELEC	\$99	\$352	\$743
<b>EARTH MOVING EQUIPMENT - TRACTORS</b>					
275	1120	TRACTOR COMPACT 20-29HP 4WD DSL	\$216	\$560	\$1,350
275	1140	TRACTOR 30-39HP 4WD DSL	\$239	\$580	\$1,463
275	1160	TRACTOR 40-49HP 4WD DSL	\$248	\$600	\$1,538
275	1200	TRACTOR 60-69HP 4WD DSL	\$257	\$620	\$1,575
275	2140	TRACTOR LOADER 30-39HP 4WD DSL	\$278	\$716	\$1,613
275	1300	TRACTOR 90-99HP 4WD DSL	\$270	\$639	\$1,725
275	2200	TRACTOR LOADER 60-90HP 4WD DSL	\$315	\$876	\$2,063
275	1500	TRACTOR OVER 115HP 4WD DSL	\$608	\$1,480	\$3,750

US COMMUNITIES GOLD 2019

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**PRINT DATE: Thursday, October 18, 2018****Page 16 of 76**

**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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EARTH MOVING EQUIPMENT- BACKHOE ACCESSORIES

290	4150	BACKHOE BUCKET TRENCH 24IN QC	\$25	\$50	\$100
290	4100	BACKHOE BUCKET CRIBBING 8IN QC	\$25	\$50	\$100
290	4105	BACKHOE BUCKET CRIBBING 8IN PO	\$25	\$50	\$100
290	4120	BACKHOE BUCKET TRENCH 12IN QC	\$25	\$50	\$100
290	4130	BACKHOE BUCKET TRENCH 16IN QC	\$25	\$50	\$100
290	4145	BACKHOE BUCKET TRENCH 18IN PO	\$25	\$50	\$100
290	4155	BACKHOE BUCKET TRENCH 24IN PO	\$25	\$50	\$100
290	4160	BACKHOE BUCKET TRENCH 30IN QC	\$25	\$50	\$100
290	4175	BACKHOE BUCKET TRENCH 36IN PO	\$25	\$50	\$100
290	4180	BACKHOE BUCKET SMOOTH 36IN QC	\$25	\$50	\$100
290	4170	BACKHOE BUCKET TRENCH 36IN QC	\$25	\$50	\$100
290	4140	BACKHOE BUCKET TRENCH 18IN QC	\$25	\$50	\$100
290	4030	BACKHOE ATTACHMENT THUMB	\$24	\$68	\$128
290	4190	BACKHOE BUCKET TRENCH 42IN QC	\$43	\$99	\$281
290	4200	BACKHOE BUCKET SMOOTH 42IN QC	\$43	\$99	\$281
290	4210	BACKHOE BUCKET TRENCH 48IN QC	\$43	\$99	\$281
290	4050	BACKHOE ATTACHMENT FORKS 42IN	\$43	\$122	\$293
290	4055	BACKHOE ATTACHMENT FORKS 48IN	\$43	\$122	\$293
290	4060	BACKHOE ATTACHMENT FORKS 60IN	\$48	\$135	\$319
290	4065	BACKHOE ATTACHMENT FORKS 72IN	\$48	\$135	\$319
290	4000	BACKHOE ATTACHMENT ROOT RAKE NO CLAMP	\$119	\$311	\$587
290	4275	BACKHOE BUCKET 1YD COMBO	\$76	\$216	\$591
290	4280	BACKHOE BUCKET 1YD SIDE DUMP	\$119	\$338	\$723
290	4020	BACKHOE ATTACHMENT COMPACTION WHL 24IN	\$119	\$338	\$723
290	4015	BACKHOE ATTACHMENT COMPACTION WHL 18IN	\$119	\$338	\$723
290	4010	BACKHOE ATTACHMENT COMPACTION WHL 12IN	\$119	\$338	\$723
290	4025	BACKHOE ATTACHMENT SHEAR	\$470	\$1,346	\$3,188

EARTH MOVING EQUIPMENT- DOZERS

250	1100	DOZER STD TRACK 70-79 HP ROPS	\$518	\$1,300	\$3,300
250	1120	DOZER STD TRACK 70-79 HP CAB	\$563	\$1,400	\$3,563
250	1140	DOZER WIDE TRACK 70-79 HP ROPS	\$563	\$1,400	\$3,563
250	1160	DOZER WIDE TRACK 70-79 HP CAB	\$585	\$1,440	\$3,675
250	1200	DOZER STD TRACK 80-89 HP ROPS	\$585	\$1,440	\$3,675
250	1220	DOZER STD TRACK 80-89 HP CAB	\$608	\$1,480	\$3,750
250	1240	DOZER WIDE TRACK 80-89 HP ROPS	\$608	\$1,480	\$3,750
250	1260	DOZER WIDE TRACK 80-89 HP CAB	\$630	\$1,540	\$3,900
250	1300	DOZER STD TRACK 90-99 HP ROPS	\$630	\$1,540	\$3,900
250	1320	DOZER STD TRACK 90-99 HP CAB	\$675	\$1,640	\$4,125
250	1340	DOZER WIDE TRACK 90-99 HP ROPS	\$675	\$1,640	\$4,125
250	1360	DOZER WIDE TRACK 90-99 HP CAB	\$720	\$1,720	\$4,350

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019

Pricing Schedule #: N20025

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>EARTH MOVING EQUIPMENT- DOZERS</u>					
250	1400	DOZER STD TRACK 110-119 HP ROPS	\$923	\$2,420	\$6,000
250	1420	DOZER STD TRACK 110-119 HP CAB	\$986	\$2,480	\$6,375
250	1460	DOZER WIDE TRACK 110-119 HP CAB	\$1,035	\$2,520	\$6,563
250	1560	DOZER WIDE TRACK 140-149 HP CAB	\$1,166	\$3,000	\$7,875
250	1660	DOZER WIDE TRACK 170-185 HP CAB	\$1,346	\$3,356	\$9,375
<u>EARTH MOVING EQUIPMENT- EXCAVATOR ACCESSORIES</u>					
290	5265	MINI-EX <19K LBS BUCKET VBOTTOM 12IN PO	\$19	\$45	\$128
290	5250	MINI-EX <19K LBS BUCKET SMOOTH 12IN QC	\$19	\$45	\$128
290	5245	MINI-EX <19K LBS BUCKET TRENCH 12IN PO	\$19	\$45	\$128
290	5240	MINI-EX <19K LBS BUCKET TRENCH 12IN QC	\$19	\$45	\$128
290	5225	MINI-EX <19K LBS BUCKET TRENCH <12IN PO	\$19	\$45	\$128
290	5220	MINI-EX <19K LBS BUCKET TRENCH <12IN QC	\$19	\$45	\$128
290	5210	MINI-EX <19K LBS BUCKET CRIBBING 10IN QC	\$19	\$45	\$128
290	5205	MINI-EX <19K LBS BUCKET CRIBBING 8IN PO	\$19	\$45	\$128
290	5280	MINI-EX <19K LBS BUCKET TRENCH 18IN QC	\$19	\$45	\$128
290	5285	MINI-EX <19K LBS BUCKET TRENCH 18IN PO	\$19	\$45	\$128
290	5290	MINI-EX <19K LBS BUCKET SMOOTH 18IN QC	\$19	\$45	\$128
290	5300	MINI-EX <19K LBS BUCKET TRENCH 20IN QC	\$19	\$45	\$128
290	5320	MINI-EX <19K LBS BUCKET TRENCH 24IN QC	\$19	\$45	\$128
290	5325	MINI-EX <19K LBS BUCKET TRENCH 24IN PO	\$19	\$45	\$128
290	5330	MINI-EX <19K LBS BUCKET SMOOTH 24IN QC	\$19	\$45	\$128
290	5340	MINI-EX <19K LBS BUCKET TRENCH 30IN QC	\$19	\$45	\$128
290	5360	MINI-EX <19K LBS BUCKET TRENCH 36IN QC	\$19	\$45	\$128
290	5365	MINI-EX <19K LBS BUCKET TRENCH 36IN PO	\$19	\$45	\$128
290	5370	MINI-EX <19K LBS BUCKET SMOOTH 36IN QC	\$19	\$45	\$128
290	5380	MINI-EX <19K LBS BUCKET SWING 36IN QC	\$19	\$45	\$128
290	5270	MINI-EX <19K LBS BUCKET TRENCH 16IN QC	\$19	\$45	\$128
290	5425	MINI-EX <19K LBS BUCKET SMOOTH 48IN PO	\$29	\$68	\$191
290	5460	MINI-EX <19K LBS BUCKET SWING 54IN QC	\$29	\$68	\$191
290	5410	MINI-EX <19K LBS BUCKET TRENCH 48N QC	\$29	\$68	\$191
290	5390	MINI-EX <19K LBS BUCKET TRENCH 42IN QC	\$29	\$68	\$191
290	5420	MINI-EX <19K LBS BUCKET SMOOTH 48N QC	\$29	\$68	\$191
290	6040	EXCAVAT 28K-39K BUCKET TRENCH 36IN QC	\$38	\$90	\$255
290	6050	EXCAVAT 28K-39K BUCKET TRENCH 42IN QC	\$38	\$90	\$255
290	6055	EXCAVAT 28K-39K BUCKET TRENCH 42IN PO	\$38	\$90	\$255
290	6060	EXCAVAT 28K-39K BUCKET TRENCH 48IN QC	\$38	\$90	\$255
290	6045	EXCAVAT 28K-39K BUCKET TRENCH 36IN PO	\$38	\$90	\$255
290	6065	EXCAVAT 28K-39K BUCKET TRENCH 48IN PO	\$38	\$90	\$255
290	6000	EXCAVAT 28K-39K BUCKET TRENCH 12IN QC	\$38	\$90	\$255
290	6035	EXCAVAT 28K-39K BUCKET TRENCH 30IN PO	\$38	\$90	\$255

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>EARTH MOVING EQUIPMENT- EXCAVATOR ACCESSORIES</u>					
290	6030	EXCAVAT 28K-39K BUCKET TRENCH 30IN QC	\$38	\$90	\$255
290	6025	EXCAVAT 28K-39K BUCKET TRENCH 24IN PO	\$38	\$90	\$255
290	6020	EXCAVAT 28K-39K BUCKET TRENCH 24IN QC	\$38	\$90	\$255
290	6015	EXCAVAT 28K-39K BUCKET TRENCH 18IN PO	\$38	\$90	\$255
290	6010	EXCAVAT 28K-39K BUCKET TRENCH 18IN QC	\$38	\$90	\$255
290	6265	EXCAVAT 50K-60K BUCKET TRENCH 36IN PO	\$48	\$113	\$319
290	6145	EXCAVAT 39K-50K BUCKET TRENCH 30IN PO	\$48	\$113	\$319
290	6245	EXCAVAT 50K-60K BUCKET TRENCH 24IN PO	\$48	\$113	\$319
290	6285	EXCAVAT 50K-60K BUCKET TRENCH 48IN PO	\$48	\$113	\$319
290	6135	EXCAVAT 39K-50K BUCKET TRENCH 24IN PO	\$48	\$113	\$319
290	6175	EXCAVAT 39K-50K BUCKET TRENCH 48IN PO	\$48	\$113	\$319
290	6165	EXCAVAT 39K-50K BUCKET TRENCH 42IN PO	\$48	\$113	\$319
290	6155	EXCAVAT 39K-50K BUCKET TRENCH 36IN PO	\$48	\$113	\$319
290	6590	EXCAVAT ATTACHMENT THUMB	\$67	\$176	\$323
290	6395	EXCAVAT 60K-80K BUCKET TRENCH 54IN PO	\$57	\$135	\$383
290	6085	EXCAVAT 28K-39K BUCKET TRENCH 60IN PO	\$57	\$135	\$383
290	6385	EXCAVAT 60K-80K BUCKET TRENCH 48IN PO	\$57	\$135	\$383
290	6080	EXCAVAT 28K-39K BUCKET TRENCH 60IN QC	\$57	\$135	\$383
290	6375	EXCAVAT 60K-80K BUCKET TRENCH 42IN PO	\$57	\$135	\$383
290	6105	EXCAVAT 28K-39K BUCKET TRENCH 72IN QC	\$57	\$135	\$383
290	6365	EXCAVAT 60K-80K BUCKET TRENCH 36IN PO	\$57	\$135	\$383
290	6345	EXCAVAT 60K-80K BUCKET TRENCH 24IN PO	\$57	\$135	\$383
290	5180	MINI-EX ATTACH SWING CPLR UP TO 9K LBS	\$48	\$135	\$383
290	6300	EXCAVAT 50K-60K BUCKET TRENCH 60IN QC	\$71	\$167	\$446
290	6295	EXCAVAT 50K-60K BUCKET TRENCH 54IN PO	\$71	\$167	\$446
290	6195	EXCAVAT 39K-50K BUCKET TRENCH 60IN PO	\$71	\$167	\$446
290	5182	MINI-EX ATTACH SWING CPLR 9-12K LBS	\$57	\$162	\$446
290	6185	EXCAVAT 39K-50K BUCKET TRENCH 54IN PO	\$71	\$167	\$446
290	6215	EXCAVAT 39K-50K BUCKET SMOOTH 72IN PO	\$71	\$167	\$446
290	5184	MINI-EX TLB ATTACH SWING CPLR 12-14K LBS	\$67	\$189	\$497
290	6600	EXCAVAT ATTACH P/COMPACTOR 200-299 LBS	\$76	\$194	\$531
290	5186	MINI-EX TLB ATTACH SWING CPLR 14-20K LBS	\$76	\$216	\$553
290	6425	EXCAVAT 60K-80K BUCKET TRENCH 72IN PO	\$86	\$203	\$574
290	6405	EXCAVAT 60K-80K BUCKET TRENCH 60IN PO	\$86	\$203	\$574
290	5010	MINI-EX ATTACHMENT COMPACTION WHL	\$95	\$270	\$595
290	6580	EXCAVAT ATTACHMENT SWING CPLR 28-38K LBS	\$86	\$243	\$616
290	5000	MINI-EX ATTACHMENT AUGER MED TORQUE	\$90	\$257	\$638
930	7912	EXCAVATOR THUMB ATTACHMENT HYDRAULIC	\$108	\$277	\$672
290	6585	EXC TLB ATTACHMENT AUGER	\$119	\$338	\$893
290	5145	MINI-EX ATTACHMENT BREAKER 91-190 LBS	\$157	\$446	\$935
290	5150	MINI-EX ATTACHMENT BREAKER 191-290 LBS	\$185	\$527	\$1,148

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019

Pricing Schedule #: N20025

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>EARTH MOVING EQUIPMENT- EXCAVATOR ACCESSORIES</u>					
290	5155	MINI-EX ATTACHMENT BREAKER 291-390 LBS	\$185	\$527	\$1,148
290	5160	MINI-EX ATTACHMENT BREAKER 391-600 LBS	\$185	\$527	\$1,148
290	6530	EXCAVAT ATTACHMENT COMPACTION WHL 24IN	\$214	\$540	\$1,233
290	6535	EXCAVAT ATTACHMENT COMPACTION WHL 36IN	\$214	\$540	\$1,233
290	6510	EXCAVAT ATTACHMENT FLAIL MOWER	\$238	\$675	\$1,275
290	6700	EXC TLB ATTACH BREAKER 1251-1800 LBS	\$356	\$1,013	\$2,083
290	5165	MINI-EX ATTACHMENT BREAKER 601-900 LBS	\$356	\$1,013	\$2,083
290	5170	MINI-EX ATTACHMENT BREAKER 901-1250 LBS	\$356	\$1,013	\$2,083
290	5020	MINI-EX ATTACHMENT FORESTRY MULCHER	\$474	\$1,215	\$2,550
290	6705	EXCAVAT ATTACHMENT BREAKER 1801-2500 LBS	\$618	\$1,755	\$3,825
290	6710	EXCAVAT ATTACHMENT BREAKER 2501-4800 LBS	\$618	\$1,755	\$3,825
290	6500	EXCAVAT ATTACHMENT GRAPPLE BUCKET	\$499	\$1,382	\$3,910
290	6715	EXCAVAT ATTACHMENT BREAKER 4801-6500 LBS	\$808	\$2,295	\$4,930
290	6515	EXCAVAT ATTACHMENT SHEAR	\$945	\$2,475	\$6,588
290	6720	EXCAVAT ATTACHMENT BREAKER >10000 LBS	\$998	\$2,835	\$6,630
<u>EARTH MOVING EQUIPMENT- EXCAVATORS</u>					
240	1000	MINI-EXCAVATOR 2000-2999 LBS DSL ROPS	\$240	\$665	\$1,305
240	1200	MINI-EXCAVATOR 4000-4999 LBS DSL ROPS	\$240	\$665	\$1,305
240	1300	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	\$240	\$665	\$1,305
240	1310	MINI-EXCAVATOR 5000-6999 LBS DSL CAB	\$249	\$682	\$1,425
240	1400	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	\$260	\$685	\$1,445
240	1410	MINI-EXCAVATOR 7000-8999 LBS DSL CAB	\$275	\$732	\$1,650
240	1500	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	\$289	\$816	\$1,900
240	1510	MINI-EXCAVATOR 9000-11999 LBS DSL CAB	\$327	\$865	\$2,243
240	1600	MINI-EXCAVATOR 12000-13999 LBS DSL ROPS	\$375	\$948	\$2,405
240	1610	MINI-EXCAVATOR 12000-13999 LBS DSL CAB	\$415	\$1,031	\$2,438
240	1700	MINI-EXCAVATOR 14000-19000 LBS DSL ROPS	\$425	\$1,075	\$2,800
240	1201	MINI-EXCAVATOR 4000-4999 LBS HYBRID ROPS	\$436	\$1,039	\$2,800
240	1710	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	\$438	\$1,100	\$2,875
240	2000	EXCAVATOR 28000-38000 LBS STD REACH	\$630	\$1,475	\$3,920
240	2020	EXCAVATOR 28000-38000 LBS REDUCED TAIL	\$630	\$1,475	\$3,920
240	2100	EXCAVATOR 39000-42000 LBS STD REACH	\$750	\$1,850	\$4,800
240	2200	EXCAVATOR 43000-49999 LBS STD REACH	\$788	\$1,900	\$5,000
240	2300	EXCAVATOR 50000-59999 LBS STD REACH	\$1,041	\$2,520	\$6,221
240	2320	EXCAVATOR 50000-59999 LBS REDUCED TAIL	\$1,126	\$2,780	\$6,971
240	2350	EXCAVATOR 50000-59999 LBS WHEELED	\$1,126	\$2,780	\$6,971
240	2210	EXCAVATOR 43000-49999 LBS LONG REACH	\$1,126	\$2,740	\$7,125
240	2310	EXCAVATOR 50000-59999 LBS LONG REACH	\$1,211	\$2,920	\$7,346
240	2400	EXCAVATOR 60000-69999 LBS STD REACH	\$1,275	\$3,080	\$7,875
240	2410	EXCAVATOR 60000-69999 LBS LONG REACH	\$1,360	\$3,480	\$8,625

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b><u>EARTH MOVING EQUIPMENT- EXCAVATORS</u></b>					
240	2500	EXCAVATOR 70000-80000 LBS STD REACH	\$1,488	\$3,720	\$9,000
<b><u>EARTH MOVING EQUIPMENT- LOADER ACCESSORIES</u></b>					
290	1035	WB LOADER ATTACHMENT BUCKET	\$10	\$27	\$77
290	1020	WB LOADER ATTACHMENT LEVELER	\$19	\$54	\$128
290	1060	WB LOADER ATTACHMENT FORKS	\$24	\$68	\$191
290	7110	LOADER BUCKET <4YD	\$48	\$135	\$276
290	7130	LOADER BUCKET LIGHT MATRL	\$48	\$135	\$276
290	7025	LOADER ATTACHMENT BOOM	\$76	\$144	\$319
290	7100	COMPACT LOADER BUCKET	\$76	\$144	\$319
290	7030	LOADER ATTACHMENT TRUSS BOOM	\$76	\$144	\$319
290	7035	LOADER ATTACHMENT DRUM ROTATOR	\$76	\$144	\$319
290	8000	DOZER ATTACHMENT ROOT RAKE NO CLAMP	\$71	\$180	\$340
290	7115	LOADER BUCKET 4YD AND OVER	\$71	\$176	\$361
290	1040	WB LOADER ATTACHMENT GRAPPLE BKT 36IN	\$57	\$162	\$366
290	1045	WB LOADER ATTACHMENT GRAPPLE BKT 42IN	\$57	\$162	\$366
290	1050	WB LOADER ATTACHMENT GRAPPLE BKT 48IN	\$57	\$162	\$366
290	1000	WB LOADER ATTACHMENT AUGER	\$52	\$149	\$383
290	1080	WB LOADER ATTACHMENT BORING	\$90	\$203	\$383
290	1070	WB LOADER ATTACHMENT DOZER BLADE	\$57	\$162	\$383
290	1005	WB LOADER ATTACHMENT TRENCHER	\$81	\$225	\$468
290	7040	LOADER ATTACHMENT FORKS 48IN	\$90	\$248	\$468
290	7000	LOADER ATTACHMENT ROOT RAKE NO CLAMP	\$105	\$248	\$468
290	7135	LOADER BUCKET LIGHT MATRL 8YD AND OVER	\$90	\$225	\$506
290	7120	LOADER BUCKET COMBINATION	\$90	\$225	\$506
290	7045	LOADER ATTACHMENT FORKS 60IN	\$100	\$261	\$510
290	7050	LOADER ATTACHMENT FORKS 72IN	\$114	\$279	\$553
290	1015	WB LOADER ATTACHMENT TILLER	\$90	\$248	\$553
290	7010	LOADER ATTACHMENT LANDSCAPE RAKE	\$119	\$266	\$591
290	7055	LOADER ATTACHMENT FORKS 84IN	\$128	\$297	\$595
290	7060	LOADER ATTACHMENT FORKS 96IN	\$143	\$315	\$638
290	8010	BEDDING BOX 7.5 CU YD	\$90	\$261	\$659
290	7150	LOADER BUCKET SIDE DUMP	\$119	\$338	\$723
290	1090	WB LOADER ATTACHMENT VIBRATORY PLOW	\$105	\$315	\$723
290	7020	LOADER ATTACHMENT SNOW PUSHER	\$119	\$338	\$723
290	1010	WB LOADER SOIL CONDITIONER	\$105	\$315	\$765
290	7005	LOADER ATTACHMENT ROOT RAKE W CLAMP	\$185	\$428	\$808
290	1030	WB LOADER ATTACHMENT ROTARY BRUSH MOWER	\$119	\$338	\$829
290	1025	WB LOADER ATTACHMENT BREAKER <250 LBS	\$157	\$446	\$935
290	7155	LOADER ATTACHMENT PIPE GRAPPLE FORK	\$143	\$405	\$1,020
290	7140	LOADER BUCKET ROLLOUT 5-6YD	\$261	\$585	\$1,615

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>EARTH MOVING EQUIPMENT- LOADER ACCESSORIES</u>					
290	7145	LOADER BUCKET ROLLOUT 7.5YD AND OVER	\$309	\$698	\$1,828
<u>EARTH MOVING EQUIPMENT- SKIDSTEER ACCESSORIES</u>					
290	2360	SKIDSTEER ATTACHMENT BUCKET 66IN	\$10	\$27	\$77
290	2440	SKIDSTEER ATTACHMENT BUCKET 78IN LOW-PRO	\$10	\$27	\$77
290	2430	SKIDSTEER ATTACHMENT BUCKET 74IN LIGHT	\$10	\$27	\$77
290	2420	SKIDSTEER ATTACHMENT BUCKET 74IN	\$10	\$27	\$77
290	2400	SKIDSTEER ATTACHMENT BUCKET 72IN	\$10	\$27	\$77
290	2390	SKIDSTEER ATTACHMENT BUCKET 68IN LOW-PRO	\$10	\$27	\$77
290	2460	SKIDSTEER ATTACHMENT BUCKET 80IN	\$10	\$27	\$77
290	2370	SKIDSTEER ATTACHMENT BUCKET 66IN LOW-PRO	\$10	\$27	\$77
290	2350	SKIDSTEER ATTACHMENT BUCKET 62IN LOW-PRO	\$10	\$27	\$77
290	2340	SKIDSTEER ATTACHMENT BUCKET 62IN	\$10	\$27	\$77
290	2300	SKIDSTEER ATTACHMENT BUCKET 36IN	\$10	\$27	\$77
290	2380	SKIDSTEER ATTACHMENT BUCKET 68IN	\$10	\$27	\$77
904	0010	SKIDSTEER AUGER EXTENSION 24	\$21	\$63	\$177
904	0010	SKIDSTEER AUGER EXTENSION 24	\$21	\$63	\$177
904	1050	SKIDSTEER AUGER BIT 16	\$26	\$84	\$218
904	0030	SKIDSTEER AUGER EXTENSION 48	\$23	\$82	\$228
904	1025	SKIDSTEER AUGER BIT 9	\$30	\$108	\$235
290	2140	SKIDSTEER ATTACHMENT FORKS 42IN	\$38	\$108	\$238
290	2145	SKIDSTEER ATTACHMENT FORKS 48IN	\$38	\$108	\$238
904	0020	SKIDSTEER AUGER EXTENSION 36	\$21	\$79	\$243
904	1035	SKIDSTEER AUGER BIT 12	\$35	\$126	\$263
904	1015	SKIDSTEER AUGER BIT 6	\$33	\$113	\$279
904	1055	SKIDSTEER AUGER BIT 18	\$39	\$140	\$292
904	1065	SKIDSTEER AUGER BIT 24	\$45	\$143	\$337
290	2100	SKIDSTEER ATTACHMENT TREE BOOM	\$67	\$189	\$357
290	2125	SKIDSTEER ATTACHMENT DOZER BLADE	\$67	\$189	\$357
930	7761	SKIDSTEER/CRAWLER BUCKET SMOOTH 66-68IN	\$51	\$181	\$363
930	7763	SKIDSTEER/CRAWLER BUCKET SMOOTH 72-74IN	\$63	\$189	\$379
930	7781	SKIDSTEER/CRAWLER BUCKET TOOTH 72-74IN	\$63	\$190	\$379
290	2405	SKIDSTEER ATTACHMENT BUCKET 72IN 4 IN 1	\$57	\$135	\$383
290	2045	SKIDSTEER ATTACHMENT ROOT RAKE W CLAMP	\$86	\$189	\$383
290	2320	SKIDSTEER ATTACHMENT BUCKET 44IN 4 IN 1	\$57	\$135	\$383
290	2345	SKIDSTEER ATTACHMENT BUCKET 62IN 4 IN 1	\$57	\$135	\$383
290	2365	SKIDSTEER ATTACHMENT BUCKET 66IN 4 IN 1	\$57	\$135	\$383
290	2385	SKIDSTEER ATTACHMENT BUCKET 68IN 4 IN 1	\$57	\$135	\$383
290	2465	SKIDSTEER ATTACHMENT BUCKET 80IN 4 IN 1	\$57	\$135	\$383
904	1070	SKIDSTEER AUGER BIT 30	\$51	\$167	\$383
290	2425	SKIDSTEER ATTACHMENT BUCKET 74IN 4 IN 1	\$57	\$135	\$383

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>EARTH MOVING EQUIPMENT- SKIDSTEER ACCESSORIES</u>					
930	7778	SKIDSTEER/CRAWLER BUCKET TOOTH 66-68IN	\$54	\$196	\$393
290	2105	SKIDSTEER ATTACHMENT TILE SCRAPER	\$76	\$216	\$408
290	2130	SKIDSTEER ATTACHMENT MISCELLANEOUS	\$76	\$216	\$408
290	2500	SKIDSTEER ATTACHMENT BRUSH GRAPPLE	\$71	\$203	\$468
290	2020	SKIDSTEER ATTACHMENT SNOW PUSHER	\$114	\$225	\$468
904	1075	SKIDSTEER AUGER BIT 36	\$64	\$201	\$477
290	2510	SKIDSTEER ATTACHMENT GRAPPLE BKT 66-71IN	\$76	\$216	\$489
290	2520	SKIDSTEER ATTACHMENT GRAPPLE BKT >77IN	\$76	\$216	\$489
290	2515	SKIDSTEER ATTACHMENT GRAPPLE BKT 72-77IN	\$76	\$216	\$489
290	2505	SKIDSTEER ATTACHMENT GRAPPLE BKT 60-65IN	\$76	\$216	\$489
930	7796	SKIDSTEER SCREENING RAKE/BUCKET 72-78	\$68	\$203	\$506
290	2095	SKIDSTEER ATTACHMENT SPREADER	\$76	\$216	\$612
290	2085	SKIDSTEER ATTACHMENT SILTFENCE INSTALLER	\$76	\$216	\$612
290	2095	SKIDSTEER ATTACHMENT SPREADER	\$76	\$216	\$612
290	2000	SKIDSTEER ATTACHMENT AUGER MED TORQUE	\$90	\$257	\$638
290	2025	SKIDSTEER ATTACHMENT SNOW BLOWER	\$133	\$270	\$638
290	2005	SKIDSTEER ATTACHMENT AUGER HI TORQUE	\$90	\$257	\$638
290	2080	SKIDSTEER ATTACHMENT TILLER	\$105	\$293	\$638
290	2015	SKIDSTEER ATTACHMENT SWEEPER	\$105	\$315	\$723
290	2010	SKIDSTEER ATTACHMENT ANGLE BROOM	\$105	\$315	\$723
290	2120	SKIDSTEER ATTACHMENT SHEAR	\$109	\$360	\$829
290	2090	SKIDSTEER ATTACHMENT STUMP GRINDER	\$109	\$360	\$829
290	2110	SKIDSTEER ATTACHMENT BACKHOE	\$109	\$360	\$829
290	2055	SKIDSTEER ATTACHMENT SOIL CONDITIONER	\$138	\$338	\$846
290	2050	SKIDSTEER ATTACHMENT ROCK HOUND RAKE	\$138	\$338	\$846
290	2195	SKIDSTEER ATTACHMENT ASPHALT FLOAT	\$166	\$378	\$893
290	2200	SKIDSTEER ATTACHMENT BREAKER <90 LBS	\$157	\$446	\$935
290	2205	SKIDSTEER ATTACHMENT BREAKER 91-190 LBS	\$157	\$446	\$935
290	2220	SKIDSTEER ATTACHMENT BREAKER 291-390 LBS	\$157	\$446	\$935
290	2210	SKIDSTEER ATTACHMENT BREAKER 191-290 LBS	\$157	\$446	\$935
290	2115	SKIDSTEER ATTACHMENT VIBRATORY ROLLER	\$119	\$405	\$956
290	2030	SKIDSTEER ATTACHMENT TRENCHER	\$138	\$405	\$1,020
290	2230	COMBO SSL M-EX ATTACH BREAKER 391-600LBS	\$185	\$527	\$1,148
290	2225	SKIDSTEER ATTACHMENT BREAKER 391-600 LBS	\$185	\$527	\$1,148
290	2240	SKIDSTEER ATTACHMENT BREAKER 901-1250LBS	\$185	\$527	\$1,148
290	2235	SKIDSTEER ATTACHMENT BREAKER 601-900 LBS	\$185	\$527	\$1,148
290	2059	SKIDSTEER ATTACHMENT BRUSH CUTTER 66 SF	\$166	\$464	\$1,169
290	2058	SKIDSTEER ATTACHMENT BRUSH CUTTER 60 SF	\$185	\$527	\$1,254
290	2060	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 SF	\$185	\$527	\$1,254
290	2063	SKIDSTEER ATTACHMENT BRUSH CUTTER 72 HF	\$223	\$630	\$1,488
290	2061	SKIDSTEER ATTACHMENT BRUSH CUTTER 96 SF	\$266	\$756	\$1,785

US COMMUNITIES GOLD 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b><u>EARTH MOVING EQUIPMENT- SKIDSTEER ACCESSORIES</u></b>					
290	2062	SKIDSTEER ATTACHMENT BRUSH CUTTER 60 HF	\$266	\$756	\$1,785
290	2057	SKIDSTEER ATTACHMENT FLAIL MOWER	\$285	\$810	\$1,913
290	2070	SKIDSTEER ATTACHMENT PLANER 14IN SF	\$309	\$1,035	\$2,040
290	2073	SKIDSTEER ATTACHMENT PLANER 18IN HF	\$361	\$1,103	\$2,125
290	2075	SKIDSTEER ATTACHMENT PLANER 24IN HF	\$428	\$1,305	\$2,508
290	2065	SKIDSTEER ATTACHMENT FORESTRY MULCHER	\$760	\$1,800	\$3,825
<b><u>EARTH MOVING EQUIPMENT- TRACTOR ACCESSORIES</u></b>					
290	3020	TRACTOR ATTACHMENT RIPPER	\$48	\$135	\$340
290	3030	TRACTOR ATTACHMENT BOX BLADE	\$48	\$135	\$340
290	3070	TRACTOR ATTACHMENT SPREADER	\$57	\$135	\$383
290	3040	TRACTOR ATTACHMENT ROTARY BRUSH MOWER	\$62	\$149	\$404
290	2600	TOOLCAT ATTACHMENT SPREADER	\$76	\$216	\$489
290	3010	TRACTOR ATTACHMENT SNOW PUSHER	\$81	\$176	\$489
290	3060	TRACTOR ATTACHMENT TILLER	\$71	\$203	\$553
290	3000	TRACTOR ATTACHMENT AUGER	\$105	\$297	\$765
290	3080	TRACTOR ATTACHMENT BACKHOE	\$138	\$446	\$978
<b><u>EARTH MOVING EQUIPMENT- WHEEL LOADERS</u></b>					
265	1010	COMPACT LOADER 0.75 YD STD BKT DSL	\$495	\$1,040	\$2,663
265	2010	WHEEL DUMPER 3 TON OFF-ROAD DSL	\$360	\$960	\$2,700
265	1110	COMPACT LOADER 1.0-1.4 YD STD BKT DSL	\$540	\$1,120	\$2,813
265	1300	WHEEL LOADER 2.0-2.4 YD STD BKT DSL	\$525	\$1,470	\$3,770
265	1310	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	\$627	\$1,575	\$4,220
265	1410	WHEEL LOADER 3.5-3.9 YD STD BKT DSL	\$648	\$1,820	\$4,355
265	1320	WHEEL LOADER 2.5-3.4 YD MP BKT DSL	\$648	\$1,820	\$4,355
265	1510	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	\$753	\$1,900	\$5,600
265	1520	WHEEL LOADER 4.0-4.5 YD MP BKT DSL	\$805	\$2,205	\$6,000
265	1610	WHEEL LOADER 4.6-5.5 YD STD BKT DSL	\$1,330	\$3,430	\$11,000
<b><u>EARTH MOVING EQUIPMENT-BACKHOES</u></b>					
225	0010	COUPLER/BACKHOE	\$12	\$27	\$52
210	1100	BACKHOE COMPACT TLB 20-23HP 4WD ROPS DSL	\$234	\$716	\$1,733
210	3150	BACKHOE 70-97HP 2WD CAB DSL	\$285	\$746	\$1,838
210	3100	BACKHOE 70-97HP 2WD ROPS DSL	\$285	\$746	\$1,838
210	3200	BACKHOE 70-97HP 4WD ROPS DSL	\$290	\$776	\$1,913
210	3250	BACKHOE 70-97HP 4WD CAB DSL	\$298	\$800	\$1,925
210	3205	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	\$298	\$800	\$1,925
210	3255	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	\$315	\$850	\$2,000
210	1200	BACKHOE COMPACT TLB 24-29HP 4WD ROPS DSL	\$284	\$842	\$2,115
210	4250	BACKHOE 98-115HP 4WD CAB DSL	\$440	\$1,238	\$3,300

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA &amp; MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019****Pricing Schedule #:****N20025**

<b>CAT-CLASS DESCRIPTION</b>			<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
<b>EARTH MOVING EQUIPMENT-BACKHOES</b>					
210	4205	BACKHOE 98-115HP 4WD ROPS EXTENDAHOE DSL	\$440	\$1,238	\$3,300
210	4255	BACKHOE 98-115HP 4WD CAB EXTENDAHOE DSL	\$460	\$1,294	\$3,375
210	5205	BACKHOE OVER 115HP 4WD ROPS EXTENHOE DSL	\$600	\$1,688	\$4,875
210	5255	BACKHOE OVER 115HP 4WD CAB EXTENDHOE DSL	\$640	\$1,800	\$5,100
210	5250	BACKHOE OVER 115HP 4WD CAB DSL	\$640	\$1,800	\$5,100
<b>EARTH MOVING EQUIPMENT-SKIDSTEERS</b>					
200	1350	SKIDSTEER LOADER 1751-2099LB ROPS	\$180	\$450	\$1,100
200	1340	SKIDSTEER LOADER 1500-1750LB ROPS	\$180	\$450	\$1,100
200	1320	SKIDSTEER LOADER 751-1199LB ROPS	\$180	\$450	\$1,100
200	1330	SKIDSTEER LOADER 1200-1499LB ROPS	\$180	\$450	\$1,100
200	1351	SKIDSTEER LOADER 1751-2099LB CAB	\$198	\$485	\$1,161
200	1341	SKIDSTEER LOADER 1500-1750LB CAB	\$198	\$485	\$1,161
200	1331	SKIDSTEER LOADER 1200-1499LB CAB	\$198	\$485	\$1,161
200	1352	SKIDSTEER LOADER 1751-2099LB ROPS HF	\$198	\$489	\$1,192
200	1353	SKIDSTEER LOADER 1751-2099LB CAB HF	\$211	\$524	\$1,222
200	1370	SKIDSTEER LOADER 2400-2999LB ROPS	\$255	\$601	\$1,375
200	1360	SKIDSTEER LOADER 2100-2399LB ROPS	\$255	\$601	\$1,375
200	1371	SKIDSTEER LOADER 2400-2999LB CAB	\$272	\$640	\$1,403
200	1361	SKIDSTEER LOADER 2100-2399LB CAB	\$272	\$640	\$1,403
200	1362	SKIDSTEER LOADER 2100-2399LB ROPS HF	\$285	\$679	\$1,558
200	1372	SKIDSTEER LOADER 2400-2999LB ROPS HF	\$285	\$679	\$1,558
200	1373	SKIDSTEER LOADER 2400-2999LB CAB HF	\$303	\$718	\$1,586
200	1363	SKIDSTEER LOADER 2100-2399LB CAB HF	\$303	\$718	\$1,586
200	1310	SKIDSTEER LOADER 250-750LB ROPS	\$181	\$523	\$1,663
200	1311	SKIDSTEER LOADER 250-750LB CAB	\$195	\$551	\$1,710
200	1381	SKIDSTEER LOADER OVER 3000LB CAB	\$334	\$795	\$1,742
200	1382	SKIDSTEER LOADER OVER 3000LB ROPS HF	\$360	\$861	\$1,925
<b>EARTH MOVING EQUIPMENT-TRACK LOADERS</b>					
200	1030	MINI TRACK LOADER W/B < 600LB CAP DSL	\$238	\$713	\$1,663
200	1020	MINI TRACK LOADER W/B < 600LB CAP GAS	\$238	\$713	\$1,663
200	1430	COMPACT TRACK LOADER 1300-1699LB ROPS	\$289	\$728	\$1,700
200	1440	COMPACT TRACK LOADER 1700-1999LB ROPS	\$289	\$728	\$1,700
200	1450	COMPACT TRACK LOADER 2000-2399LB ROPS	\$289	\$728	\$1,700
200	1040	MINI TRACK LOADER W/B > 600LB CAP DSL	\$271	\$755	\$1,758
200	1451	COMPACT TRACK LOADER 2000-2399LB CAB	\$307	\$753	\$1,792
200	1431	COMPACT TRACK LOADER 1300-1699LB CAB	\$307	\$753	\$1,792
200	1441	COMPACT TRACK LOADER 1700-1999LB CAB	\$307	\$753	\$1,792
200	1460	COMPACT TRACK LOADER 2400-2799LB ROPS	\$320	\$814	\$1,912
200	1461	COMPACT TRACK LOADER 2400-2799LB CAB	\$346	\$896	\$1,930

US COMMUNITIES GOLD 2019

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**PRINT DATE: Thursday, October 18, 2018****Page 25 of 76**

**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>EARTH MOVING EQUIPMENT-TRACK LOADERS</u>					
200	1452	COMPACT TRACK LOADER 2000-2399LB ROPS HF	\$307	\$769	\$1,942
200	1453	COMPACT TRACK LOADER 2000-2399LB CAB HF	\$324	\$793	\$1,976
200	1470	COMPACT TRACK LOADER 2800LB & OVER ROPS	\$363	\$961	\$2,072
200	1462	COMPACT TRACK LOADER 2400-2799LB ROPS HF	\$337	\$863	\$2,085
200	1471	COMPACT TRACK LOADER 2800LB & OVER CAB	\$377	\$1,002	\$2,101
200	1463	COMPACT TRACK LOADER 2400-2799LB CAB HF	\$363	\$945	\$2,104
200	1472	COMPACT TRACK LOADER 2800LB & UP ROPS HF	\$385	\$1,027	\$2,200
200	1473	COMPACT TRACK LOADER 2800LB & UP CAB HF	\$398	\$1,067	\$2,228
<u>FLOOR CARE AND SURFACE PREP</u>					
100	4450	GRINDER BENCH 6 IN ELEC	\$9	\$21	\$56
100	4610	SCALER PISTON AIR	\$9	\$21	\$56
100	4460	GRINDER BENCH 8 IN ELEC	\$14	\$38	\$68
105	1600	VACUUM UPRIGHT	\$14	\$51	\$101
100	4630	SCALER NEEDLE SCALER FLUX AIR	\$18	\$51	\$135
105	3820	CLEANER UPHOLSTERY	\$23	\$85	\$169
105	1630	VACUUM WET/DRY 6-9 GALLON	\$23	\$85	\$169
105	1650	VACUUM WET/DRY 10-15 GALLON	\$27	\$102	\$203
100	5400	BUFFER 13IN ELECTRIC	\$32	\$119	\$236
100	4620	SCALER CHISEL FLUX AIR	\$36	\$98	\$244
100	4290	GRINDER CONCRETE CEILING ELEC	\$50	\$149	\$244
105	1715	VACUUM DRY SILICA DUST 125-150 CFM	\$29	\$114	\$261
105	3810	CLEANER CARPET COLD WATER	\$36	\$136	\$270
100	5320	SANDER FLOOR EDGER 7 IN ELECTRIC	\$36	\$136	\$270
105	1690	VACUUM WET/DRY INDUSTRIAL 20 GALLON	\$36	\$136	\$270
105	3500	MULTI-PURPOSE POWERHEAD MOTOR GAS	\$33	\$133	\$299
100	5410	BUFFER 17IN ELECTRIC	\$45	\$170	\$338
105	3815	CLEANER CARPET HOT WATER	\$45	\$170	\$338
105	1705	CORE DRILL WATER COLLECTION SYSTEM	\$50	\$170	\$338
105	1700	VACUUM WET/DRY INDUSTRIAL 55 GALLON	\$45	\$170	\$338
105	3700	SCRUBBER W/B 15 IN PATH ELECTRIC	\$33	\$128	\$356
105	1725	VACUUM DRY SILICA DUST 200 CFM 9 GALLON	\$43	\$166	\$380
105	1745	VACUUM DRY SILICA DUST 300 CFM 17 GALLON	\$43	\$166	\$380
100	5430	BURNISHER 20IN HIGH SPEED ELECTRIC	\$54	\$204	\$405
100	5420	BUFFER 20IN ELECTRIC	\$54	\$204	\$405
100	5330	SANDER ROTARY 16 IN FLOOR DUST CONTROL	\$72	\$204	\$405
100	5310	SANDER DRUM 8 IN ELECTRIC	\$54	\$204	\$405
100	5300	SANDER ORBITAL 12 IN FLOOR	\$54	\$204	\$405
100	4400	SCABBLER HANDHELD AIR	\$54	\$162	\$413
100	4100	ROLLER LINOLEUM UP TO 100 LBS	\$72	\$183	\$443
105	1680	VACUUM WET/DRY W/PUMP 19 GALLON	\$68	\$191	\$446

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>FLOOR CARE AND SURFACE PREP</b>					
105	1800	EXTRACTOR FLOOD PUMPER WITH AUTO PUMPOUT	\$81	\$230	\$506
105	3596	SWEEPER W/B 36 IN PATH GAS	\$110	\$276	\$689
105	3800	VACUUM WALK BEHIND LEAF	\$72	\$264	\$709
105	3702	SCRUBBER W/B 15IN PATH BATTERY	\$114	\$295	\$746
100	4320	PLANER 10IN GAS	\$135	\$378	\$788
100	4230	GRINDER CONCRETE FLOOR 1.5HP SINGLE ELEC	\$113	\$425	\$844
100	4235	GRINDER CONCRETE FLOOR 2HP EDGE ELEC	\$113	\$425	\$844
100	4280	GRINDER CONCRETE FLOOR 13 HP SINGLE LPG	\$108	\$340	\$881
100	4000	FLOOR STRIPPER W/B 120LB ELEC	\$105	\$418	\$941
100	4410	SCABBLER WALK BEHIND 29 IN AIR	\$225	\$497	\$1,009
100	4260	GRINDER CONCRETE FLOOR 11 HP DUAL GAS	\$135	\$510	\$1,013
100	4250	GRINDER CONCRETE FLOOR 11 HP SINGLE GAS	\$135	\$510	\$1,013
100	4220	GRINDER CONCRETE FLOOR 1.5 HP DUAL ELEC	\$135	\$510	\$1,013
100	4010	FLOOR STRIPPER W/B 270LB ELEC	\$171	\$684	\$1,368
100	3990	CARPET PULLER 1HP ELECTRIC	\$190	\$475	\$1,425
105	3590	SWEEPER W/B 34 IN PATH BATTERY	\$209	\$589	\$1,473
105	3000	SWEEPER CONTRUCTION RIDE ON 3 WHEEL	\$279	\$664	\$1,515
100	4237	GRINDER CONCRETE FLOOR 2HP PLAN 120VELEC	\$225	\$850	\$1,688
100	4430	TRAFFIC LINE REMOVER	\$293	\$731	\$1,808
105	3715	SCRUBBER W/B 32 IN PATH BATTERY	\$266	\$760	\$1,900
105	3710	SCRUBBER W/B 28 IN PATH BATTERY	\$266	\$760	\$1,900
100	4020	FLOOR STRIPPER W/B 425LB ELEC	\$285	\$855	\$1,995
100	4300	PLANER 8IN ELEC	\$270	\$1,020	\$2,025
100	4310	PLANER 8IN GAS	\$270	\$1,020	\$2,025
100	4720	MAGNET PULL TO PULL TOWABLE	\$405	\$965	\$2,126
100	4700	SHOT BLASTER 8 ELEC CONCRETE 8 INCH	\$383	\$1,203	\$2,194
105	3020	SWEEPER CONTRUCTION RIDE ON 4 WHEEL CAB	\$338	\$840	\$2,231
105	1810	EXTRACTOR RIDE-ON FLOOD PUMPER	\$495	\$1,148	\$2,288
105	3720	SCRUBBER MID-SIZED RIDE ON BATTERY	\$380	\$998	\$2,470
105	3600	SWEEPER MID-SIZED 50 IN RIDE-ON LP	\$347	\$988	\$2,470
105	1820	EXTRACTOR LARGE LOSS SKID GAS	\$653	\$1,479	\$3,000
105	3610	SWEEPER LARGE 62 IN RIDE-ON LP	\$428	\$1,216	\$3,040
100	4025	FLOOR STRIPPER W/B 500LB ELEC	\$451	\$1,354	\$3,183
105	3740	SCRUBBER INDUSTRIAL RIDE ON LP	\$475	\$1,368	\$3,420
105	3650	LITTER VACUUM RIDE ON OUTDOOR	\$523	\$1,482	\$3,705
105	3760	SWEEPER/SCRUBBER INDUST RIDE-ON LPG	\$523	\$1,482	\$3,705
105	3750	SWEEPER/SCRUBBER INDUST RIDE-ON BATTERY	\$523	\$1,482	\$3,705
105	3615	SWEEPER LARGE 62 IN RIDE-ON DSL	\$617	\$1,632	\$3,986
100	4030	FLOOR STRIPPER RIDE-ON BATTERY 2300LB	\$950	\$2,850	\$5,700
100	4028	FLOOR STRIPPER RIDE-ON 1800LB LP	\$950	\$2,850	\$5,700
105	3620	SWEEPER INDUSTRIAL 66 IN RIDE ON DSL	\$865	\$2,470	\$6,175

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>FLOOR CARE AND SURFACE PREP</b>					
105	3630	SWEeper OUTDOOR MID-SIZED DSL	\$1,178	\$2,945	\$7,125
100	4035	FLOOR STRIPPER RIDE-ON BATTERY 2800LB	\$1,283	\$3,700	\$7,505
100	4040	FLOOR STRIPPER RIDE-ON 2850LB LP	\$1,283	\$3,700	\$8,545
105	3640	HIGH VOLUME OUTDOOR SWEEPER DSL	\$1,501	\$3,672	\$9,419
<b>FORKLIFT ACCESSORIES</b>					
930	6281	PLATFORM RAIL PADDING F/AERIAL LIFT	\$120	\$120	\$120
930	6140	TELEHANDLER BLOCK FORK 48	\$29	\$61	\$130
930	6250	LIFT-N-TOW F/FORKLIFT VAR CAP 4-10K HOOK	\$18	\$72	\$135
930	6272	WINDOW PANEL CRADLE F/BOOM LIFT	\$37	\$83	\$164
490	1460	FORKLIFT ATTACHMENT 48IN FORKS	\$24	\$68	\$166
930	6076	FORK EXTENSION 96 (BLUE)	\$22	\$66	\$177
490	1470	FORKLIFT ATTACHMENT 60IN FORKS	\$29	\$81	\$191
490	1480	FORKLIFT ATTACHMENT 72IN FORKS	\$33	\$95	\$213
490	1650	FORKLIFT ATTACHMENT ADAPTER	\$33	\$95	\$213
930	6073	FORK EXTENSION 72	\$30	\$77	\$217
930	6095	CARPET POLE ATTACHMENT	\$24	\$77	\$220
930	6080	SET OF PALLET FORKS F/BUCKETS	\$38	\$99	\$241
930	6030	SET OF PALLET FORKS 72 CL3	\$44	\$109	\$244
930	6166	SKIDSTEER FRAME & FORK SET 48 CL2	\$42	\$105	\$250
490	1695	FORKLIFT BATTERY CHARGER FOR 48V & 80V	\$38	\$90	\$255
490	1030	FORKLIFT ATTACHMENT CARPET POLE	\$38	\$108	\$255
480	1135	PALLET LIFT 5500LB W/B MANUAL	\$36	\$128	\$270
480	1140	PALLET LIFT 8000LB W/B MANUAL	\$36	\$128	\$270
480	1130	PALLET LIFT 5500LB W/B MANUAL NARROW	\$36	\$128	\$270
930	6036	SET OF PALLET FORKS 96 CL3	\$35	\$100	\$272
930	6010	SET OF PALLET FORKS 72 CL2	\$41	\$98	\$277
930	7642	FORK SLIP ON BUCKET SMOOTH 96IN 1-3/4YD	\$45	\$113	\$297
490	1000	FORKLIFT ATTACHMENT LIFTING HOOK 10000LB	\$48	\$135	\$298
930	6160	SKIDSTEER FORK FRAME CL2	\$42	\$124	\$305
930	6164	SKIDSTEER FRAME & FORK SET 42	\$45	\$108	\$318
930	7636	FORK SLIP ON BUCKET SMOOTH 72IN 1-1/2YD	\$28	\$112	\$323
930	6524	TURF/FLOAT TIRE F/TELEHANDLER	\$38	\$167	\$338
490	1002	FORKLIFT ATTACHMENT LIFTING HOOK 12000LB	\$57	\$162	\$340
490	1010	FORKLIFT ATTACHMENT TRUSS BOOM	\$57	\$162	\$361
490	1400	FORKLIFT ATTACHMENT CARRIAGE	\$57	\$162	\$361
490	1450	FORKLIFT ATTACHMENT FORK EXTENSIONS	\$57	\$162	\$361
490	1600	CRANE ATTACHMENT TRASH HOPPER	\$57	\$162	\$361
490	1020	FORKLIFT ATTACHMENT JIB	\$57	\$162	\$361
490	1700	EXTRA BATTERY PACK 4K ELECTRIC FORKLIFT	\$67	\$162	\$383
490	1250	FORKLIFT ATTACHMENT BUCKET .50-.75YD	\$57	\$162	\$383

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
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FORKLIFT ACCESSORIES

490	1255	FORKLIFT ATTACHMENT BUCKET 1YD	\$57	\$162	\$383
490	1260	FORKLIFT ATTACHMENT BUCKET 1.25YD	\$57	\$162	\$383
490	1265	FORKLIFT ATTACHMENT BUCKET 1.5YD	\$57	\$162	\$383
490	1720	EXTRA BATTERY PACK 6K ELECTRIC FORKLIFT	\$76	\$144	\$408
930	6510	SOLID TIRE F/SKIDSTEER	\$69	\$167	\$411
490	1270	FORKLIFT ATTACHMENT BUCKET 1.75YD	\$62	\$176	\$421
490	1275	FORKLIFT ATTACHMENT BUCKET 2YD	\$62	\$176	\$421
490	1235	FORKLIFT ATTACHMENT TRASH HOPPER 3YD	\$66	\$162	\$424
490	1415	FORKLIFT ATTACHMENT SIDE TILT CARRIAGE	\$76	\$162	\$425
490	1215	FORKLIFT ATTACHMENT BIN DUMPER 2YD	\$62	\$176	\$489
490	1210	FORKLIFT ATTACHMENT BIN DUMPER 1YD	\$62	\$176	\$489
490	1055	FORKLIFT ATTACHMENT BIN CLAMP ROTATOR	\$62	\$176	\$489
490	1080	FORKLIFT ATTACHMENT WORK PLATFORM	\$95	\$270	\$510
490	1220	FORKLIFT ATTACHMENT BIN DUMPER 3YD	\$71	\$203	\$510
490	1060	FORKLIFT ATTACHMENT DRUM ROTATOR	\$95	\$248	\$510
490	1040	FORKLIFT ATTACHMENT INDUSTRIAL SCALE	\$95	\$248	\$510
930	6252	SWIVEL LIFTING HOOK F/FORKLIFT VAR CAP	\$73	\$206	\$522
490	1225	FORKLIFT ATTACHMENT BIN DUMPER 4YD	\$76	\$216	\$531
490	1410	FORKLIFT ATTACHMENT SWING CARRIAGE	\$81	\$225	\$595
490	1300	FORKLIFT ATTACHMENT BUCKET GRAPPLE	\$76	\$216	\$612
930	6265	TELESCOPING BOOM F/FORKLIFT 42-139	\$86	\$221	\$629
930	6260	BOOM ARM F/HANDLER 8-15 4K MAX	\$108	\$225	\$720
930	6267	AERIAL LIFT CRIBBING BLOCK 0-8 STEP	\$95	\$378	\$851
480	1260	PALLET LIFT 4500LB W/B ELEC	\$109	\$437	\$983
480	1250	PALLET LIFT 4000LB W/B ELEC	\$109	\$437	\$983
480	1224	PALLET STACKER 2500LB ADJ STRAD W/B ELEC	\$147	\$456	\$1,164
480	1280	PALLET LIFT 6000LB 48IN RIDE-ON ELEC	\$157	\$470	\$1,221
480	1229	PALLET STACKER 3000LB STRADDLE W/B ELEC	\$157	\$470	\$1,221
480	1210	PALLET ORDER PICKER 3000LB STAND ON ELEC	\$204	\$513	\$1,283
480	1240	PALLET STACKER 4000LB COUNT WGT W/B ELEC	\$176	\$523	\$1,378
480	1239	PALLET STACKER 4000LB STRADDLE W/B ELEC	\$176	\$523	\$1,378
480	1230	PALLET STACKER 3000LB COUNT WGT W/B ELEC	\$176	\$523	\$1,378
490	1070	FORKLIFT ATTACHMENT FORK ROTATOR 2500LB	\$238	\$675	\$1,700
490	1073	FORKLIFT ATTACHMENT FORK ROTATOR 5000LB	\$238	\$675	\$1,700
480	1180	PALLET REACH TRUCK 4500LB STAND ON ELEC	\$299	\$755	\$1,895

FORKLIFTS - CONSTRUCTION

455	1010	STRAIGHTMAST RT FORKLIFT 6000LB 2WD	\$311	\$744	\$1,613
455	1000	STRAIGHTMAST RT FORKLIFT 5000LB 4WD	\$311	\$744	\$1,613
455	1030	STRAIGHTMAST RT FORKLIFT 8000LB 2WD	\$329	\$786	\$1,838
455	1020	STRAIGHTMAST RT FORKLIFT 6000LB 4WD	\$329	\$786	\$1,838

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>FORKLIFTS - CONSTRUCTION</b>					
455	1040	STRAIGHTMAST RT FORKLIFT 8000LB 4WD	\$351	\$935	\$2,025
455	1045	STRAIGHTMAST RT FORKLIFT 8000LB 4WD LOWP	\$378	\$982	\$2,100
455	1050	STRAIGHTMAST RT FORKLIFT 10000LB 2WD	\$473	\$1,339	\$2,775
455	1060	STRAIGHTMAST RT FORKLIFT 10000LB 4WD	\$495	\$1,403	\$2,888
455	1065	STRAIGHTMAST RT FORKLIFT 12000LB 2WD	\$504	\$1,424	\$2,925
455	1070	STRAIGHTMAST RT FORKLIFT 12000LB 4WD	\$518	\$1,466	\$3,000
455	1080	STRAIGHTMAST RT FORKLIFT 20000LB 4WD	\$608	\$1,700	\$4,050
<b>FORKLIFTS - HI-REACH</b>					
460	1010	TELEHANDLER 5500LB 16-20FT LIFT ROPS	\$286	\$750	\$1,700
460	1015	TELEHANDLER 5500LB 16-20FT LIFT CAB	\$297	\$795	\$1,750
460	1030	TELEHANDLER 6000LB 42-44FT LIFT ROPS	\$350	\$825	\$1,950
460	1025	TELEHANDLER 6000LB 34-36FT LIFT CAB	\$350	\$825	\$1,950
460	1020	TELEHANDLER 6000LB 34-36FT LIFT ROPS	\$350	\$825	\$1,950
460	1019	TELEHANDLER 6000LB 13FT LIFT ROPS	\$350	\$825	\$1,950
460	1035	TELEHANDLER 6000LB 42-44FT LIFT CAB	\$360	\$963	\$2,080
460	1040	TELEHANDLER 8000LB 42-44FT LIFT ROPS	\$380	\$1,015	\$2,295
460	1045	TELEHANDLER 8000LB 42-44FT LIFT CAB	\$390	\$1,068	\$2,395
460	1050	TELEHANDLER 9000LB 42-44FT LIFT ROPS	\$495	\$1,350	\$3,200
460	1055	TELEHANDLER 9000LB 42-44FT LIFT CAB	\$495	\$1,350	\$3,200
460	1065	TELEHANDLER 10000LB 42-44FT LIFT CAB	\$495	\$1,350	\$3,200
460	1070	TELEHANDLER 10000LB 50-56FT LIFT ROPS	\$495	\$1,350	\$3,200
460	1075	TELEHANDLER 10000LB 50-56FT LIFT CAB	\$514	\$1,505	\$3,300
460	1080	TELEHANDLER 12000LB 55-56FT LIFT ROPS	\$609	\$1,995	\$4,225
460	1085	TELEHANDLER 12000LB 55-56FT LIFT CAB	\$647	\$2,097	\$4,355
460	1087	TELEHANDLER 15000LB 44FT LIFT	\$1,290	\$3,500	\$7,700
460	1090	TELEHANDLER 20000LB 44FT LIFT CAB	\$2,000	\$5,600	\$17,000
<b>FORKLIFTS - INDUSTRIAL/WAREHOUSE</b>					
450	2070	WAREHOUSE FORKLIFT 4000LB PNEU DF	\$154	\$380	\$895
450	2150	WAREHOUSE FORKLIFT 5000LB CUSHION LPG	\$154	\$380	\$895
450	2120	WAREHOUSE FORKLIFT 5000LB PNEU DF	\$154	\$380	\$895
450	2110	WAREHOUSE FORKLIFT 5000LB PNEU DSL	\$154	\$380	\$895
450	2085	WAREHOUSE FORKLIFT 4000LB CUSHION LPG	\$154	\$380	\$895
450	2060	WAREHOUSE FORKLIFT 4000LB PNEU DSL	\$154	\$380	\$895
450	2040	WAREHOUSE FORKLIFT 3000LB CUSHION LPG	\$154	\$380	\$895
450	2020	WAREHOUSE FORKLIFT 3000LB PNEU DF	\$154	\$380	\$895
450	2010	WAREHOUSE FORKLIFT 3000LB PNEU DSL	\$154	\$380	\$895
450	2170	WAREHOUSE FORKLIFT 5000LB 4MAST PNEU DF	\$179	\$420	\$995
450	2160	WAREHOUSE FORKLIFT 5000LB LOWPRO PNEU DF	\$179	\$420	\$995
450	2200	WAREHOUSE FORKLIFT 6000LB PNEU LPG	\$193	\$489	\$1,095

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<b>FORKLIFTS - INDUSTRIAL/WAREHOUSE</b>				
450	2190	WAREHOUSE FORKLIFT 6000LB PNEU DF	\$193	\$489 \$1,095
450	2180	WAREHOUSE FORKLIFT 6000LB PNEU DSL	\$193	\$489 \$1,095
450	2230	WAREHOUSE FORKLIFT 6000LB FOAM FILL DF	\$201	\$525 \$1,268
450	2240	WAREHOUSE FORKLIFT 6000LB 4MAST PNEU DF	\$201	\$525 \$1,268
450	2220	WAREHOUSE FORKLIFT 6000LB SNGLE-DBL DF	\$233	\$613 \$1,463
450	2030	WAREHOUSE FORKLIFT 3000LB CUSHION ELEC	\$238	\$626 \$1,520
450	2000	WAREHOUSE FORKLIFT 2000LB CUSHION ELEC	\$238	\$626 \$1,520
450	2270	WAREHOUSE FORKLIFT 8000LB PNEU DF	\$215	\$629 \$1,557
450	2250	WAREHOUSE FORKLIFT 7000LB PNEU DSL	\$215	\$629 \$1,557
450	2280	WAREHOUSE FORKLIFT 8000LB PNEU LPG	\$215	\$629 \$1,557
450	2260	WAREHOUSE FORKLIFT 8000LB PNEU DSL	\$215	\$629 \$1,557
450	2080	WAREHOUSE FORKLIFT 4000LB CUSHION ELEC	\$261	\$653 \$1,580
450	2100	WAREHOUSE FORKLIFT 4000LB 3W STDUP ELEC	\$261	\$653 \$1,580
450	2090	WAREHOUSE FORKLIFT 4000LB 3W SIT ELEC	\$261	\$653 \$1,580
450	2055	STAND UP RIDER FORKLIFT 3500LB ELEC 3WHL	\$261	\$653 \$1,580
450	2050	WAREHOUSE FORKLIFT 3000LB 3W STDUP ELEC	\$261	\$653 \$1,580
450	2290	WAREHOUSE FORKLIFT 9000LB PNEU DSL	\$226	\$665 \$1,622
450	2275	WAREHOUSE FORKLIFT 8000LB PNEU DF CAB	\$233	\$665 \$1,624
450	2140	WAREHOUSE FORKLIFT 5000LB CUSHION ELEC	\$280	\$675 \$1,680
450	2130	WAREHOUSE FORKLIFT 5000LB PNEU ELEC	\$280	\$675 \$1,680
450	2210	WAREHOUSE FORKLIFT 6000LB CUSHION ELEC	\$309	\$788 \$1,800
450	2330	WAREHOUSE FORKLIFT 10000LB CUSHION LPG	\$275	\$697 \$1,885
450	2320	WAREHOUSE FORKLIFT 10000LB PNEU DF	\$275	\$697 \$1,885
450	2310	WAREHOUSE FORKLIFT 10000LB PNEU DSL	\$275	\$697 \$1,885
450	2325	WAREHOUSE FORKLIFT 10000LB PNEU DF CAB	\$300	\$753 \$1,950
450	2305	WAREHOUSE FORKLIFT 10000LB CUSHION ELEC	\$333	\$945 \$2,480
450	2360	WAREHOUSE FORKLIFT 12000LB PNEU DF	\$315	\$935 \$2,635
450	2350	WAREHOUSE FORKLIFT 12000LB PNEU DSL	\$315	\$935 \$2,635
450	2345	WAREHOUSE FORKLIFT 12000LB CUSHION ELEC	\$428	\$1,148 \$2,800
450	2390	WAREHOUSE FORKLIFT 15000LB PNEU DF	\$536	\$1,403 \$3,400
450	2380	WAREHOUSE FORKLIFT 15000LB CUSHION DF	\$536	\$1,403 \$3,400
450	2370	WAREHOUSE FORKLIFT 15000LB PNEU DSL	\$536	\$1,403 \$3,400
450	2400	WAREHOUSE FORKLIFT 16000LB PNEU DSL	\$585	\$1,488 \$3,570
450	2410	WAREHOUSE FORKLIFT 20000LB PNEU DSL	\$653	\$1,573 \$3,995
450	2420	WAREHOUSE FORKLIFT 22000LB PNEU DSL	\$698	\$1,785 \$4,293
450	2440	WAREHOUSE FORKLIFT 30000LB PNEU DSL	\$945	\$2,380 \$6,333
450	2430	WAREHOUSE FORKLIFT 26000LB PNEU DSL ROPS	\$945	\$2,380 \$6,333
450	2450	WAREHOUSE FORKLIFT 36000LB PNEU DSL ROPS	\$990	\$2,550 \$6,792
450	2460	WAREHOUSE FORKLIFT 45000LB PNEU DSL	\$1,440	\$3,103 \$8,458

**FUEL TANKS**

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<b>FUEL TANKS</b>					
530	1010	FUEL TANK 132 GALLON	\$67	\$190	\$360
530	1000	FUEL TANK UP TO 100 GALLON	\$67	\$190	\$360
530	1030	FUEL TANK 300 GALLON	\$67	\$190	\$360
530	1020	FUEL TANK 251 GALLON	\$67	\$190	\$360
530	1050	FUEL TANK 552 GALLON	\$95	\$309	\$560
530	1012	FUEL TANK 132 GALLON TRAILER MOUNTED	\$95	\$309	\$560
625	1540	AIR RECEIVER TANK 500 GALLON 350 PSI	\$81	\$216	\$608
530	1070	FUEL TANK 787 GALLON	\$138	\$404	\$760
530	1060	FUEL TANK 523 GALLON TOWABLE	\$143	\$428	\$840
530	1090	FUEL TANK 1204 GALLON	\$209	\$627	\$1,240
530	1080	FUEL TANK 1000 GALLON	\$209	\$627	\$1,240
530	1100	FUEL TANK 2388 GALLON	\$380	\$1,140	\$2,800
<b>GENERATORS</b>					
502	1520	GRIDLESS SOURCE CHARGER VEHICLE CLAMP	\$14	\$51	\$179
502	1530	GRIDLESS SOURCE SOLAR CHARGER	\$23	\$85	\$276
502	1510	GRIDLESS SOURCE AC FAST CHARGER	\$23	\$85	\$276
500	1015	1KW SILENT PORTABLE GENERATOR	\$41	\$153	\$340
500	1025	2KW SILENT PORTABLE GENERATOR	\$45	\$170	\$383
500	1020	2KW SILENT PORTABLE GENERATOR GFCI	\$45	\$170	\$383
500	1030	3KW PORTABLE GENERATOR	\$54	\$204	\$459
500	1035	3KW SILENT PORTABLE GENERATOR	\$54	\$204	\$459
500	1050	5KW PORTABLE GENERATOR	\$63	\$238	\$536
500	1060	6KW PORTABLE GENERATOR	\$72	\$272	\$612
500	1075	7KW SILENT PORTABLE GENERATOR	\$90	\$340	\$765
501	1010	10KW GENERATOR DSL	\$148	\$368	\$780
501	1020	20KW GENERATOR DSL	\$185	\$395	\$900
500	1100	10KW PORTABLE GENERATOR	\$113	\$425	\$956
502	1010	GRIDLESS CORE PORTABLE BATTERY SYS 1KW	\$95	\$380	\$1,140
501	1030	30KW GENERATOR DSL	\$229	\$644	\$1,235
501	1040	40KW GENERATOR DSL	\$252	\$665	\$1,365
501	1055	55KW GENERATOR DSL	\$260	\$625	\$1,600
502	1070	GRIDLESS CORE PORTABLE BATTERY SYS 7KW	\$133	\$570	\$1,710
501	1070	70KW GENERATOR DSL	\$320	\$851	\$2,025
501	1080	80KW GENERATOR DSL	\$360	\$900	\$2,250
501	1100	100KW GENERATOR DSL	\$372	\$938	\$2,550
501	1105	100KW GENERATOR SKID MOUNTED DSL	\$419	\$1,063	\$2,890
501	1120	120KW GENERATOR DSL	\$420	\$1,088	\$2,925
501	1140	140KW GENERATOR DSL	\$518	\$1,403	\$3,150
501	1180	175KW GENERATOR SKID MOUNTED DSL	\$540	\$1,488	\$3,290
501	1175	175KW GENERATOR DSL	\$540	\$1,488	\$3,290

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019

Pricing Schedule #: N20025

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<u>GENERATORS</u>					
501	1160	160KW GENERATOR DSL	\$540	\$1,488	\$3,290
501	1200	200KW GENERATOR DSL	\$743	\$1,743	\$4,200
501	1255	250KW GENERATOR SKID MOUNTED DSL	\$833	\$1,828	\$4,480
501	1250	250KW GENERATOR DSL	\$833	\$1,828	\$4,480
501	3060	600AMP STUDIO GENERATOR	\$641	\$1,710	\$4,750
501	1320	320KW GENERATOR DSL	\$900	\$2,210	\$5,700
501	1325	320KW GENERATOR SKID MOUNTED DSL	\$900	\$2,210	\$5,700
501	1350	350KW GENERATOR DSL	\$900	\$2,210	\$5,700
501	3120	1200AMP STUDIO GENERATOR	\$950	\$2,518	\$6,650
501	3140	1400AMP STUDIO GENERATOR	\$1,093	\$2,660	\$7,600
501	3160	1600AMP STUDIO GENERATOR	\$1,188	\$2,993	\$8,550
501	1500	500KW GENERATOR DSL	\$1,013	\$3,188	\$9,000
501	3180	1800AMP STUDIO GENERATOR	\$1,283	\$3,135	\$9,025
501	1650	650KW GENERATOR DSL	\$1,440	\$3,825	\$10,500
501	1750	750KW GENERATOR DSL	\$1,440	\$4,335	\$12,750
501	1800	800KW GENERATOR DSL	\$1,800	\$4,930	\$15,000
501	2100	1000KW GENERATOR DSL	\$2,160	\$5,568	\$16,500
501	1300	300KW STUDIO GENERATOR TWIN PACK	\$1,900	\$5,510	\$18,525
501	2300	1350KW GENERATOR DSL	\$2,610	\$6,715	\$19,875
501	2600	1600KW GENERATOR DSL	\$3,690	\$10,200	\$26,250
<u>GLASS INSTALLATION</u>					
930	9522	SUCTION CUP, 8	\$19	\$41	\$85
<u>GROUND PROTECTION</u>					
930	9141	GROUND MAT RAMP F/10X7 36 OVER FLANGE	\$5	\$9	\$18
930	9140	GROUND MAT RAMP F/10X7 36 UNDER FLANGE	\$5	\$9	\$18
930	9110	GROUND PROTECTION MAT 4X8 DUAL SIDE	\$18	\$36	\$50
930	9115	GROUND PROTECTION MAT 10X7 DUAL SIDE	\$37	\$48	\$104
930	9117	GROUND PROTECTION MAT HD 14X7 DUAL SIDE	\$41	\$50	\$108
930	9130	GROUND PROTECTION MAT TOOL KIT	\$22	\$62	\$176
<u>GROUND SUPPORT EQUIPMENT</u>					
501	4110	28VDC 400AMP SOLID STATE AIRCRAFT GPU	\$157	\$366	\$736
480	2790	CONVEYOR MATERIAL 10FT X 12IN	\$95	\$285	\$760
480	4155	CABLE FEEDER	\$114	\$270	\$765
480	2795	CONVEYOR MATERIAL 10FT X 18IN	\$100	\$295	\$784
480	4130	CABLE PULLER 6000LB ELECTRIC	\$105	\$324	\$810
480	4150	CABLE PULLER 10000LB ELEC W/BOOM	\$119	\$450	\$936
480	3065	GANTRY CRANE 2 TON 154IN HEIGHT	\$299	\$755	\$1,853
640	2200	BAGGAGE TRACTOR AIRCRAFT GAS 5500 LB	\$356	\$950	\$2,470

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019

Pricing Schedule #: N20025

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>GROUND SUPPORT EQUIPMENT</b>					
640	2220	BAGGAGE TRACTOR AIRCRAFT DSL 5500 LB	\$375	\$1,045	\$2,565
501	4210	90KVA 400HZ SOLID STATE AIRCRAFT GPU	\$428	\$1,064	\$3,183
640	2100	BELT LOADER DRIVABLE AIRCRAFT DSL	\$570	\$1,292	\$3,230
501	4000	90KVA 400HZ PORTABLE AIRCRAFT GENERATOR	\$689	\$2,755	\$5,510
501	4010	120KVA 400HZ PORTABLE AIRCRAFT GENERATOR	\$760	\$3,040	\$6,080
501	4020	180KVA 400HZ PORTABLE AIRCRAFT GENERATOR	\$950	\$3,800	\$7,600
640	4960	TRACTOR AIRCRAFT TOWBAR 40000 GVW	\$1,805	\$3,800	\$9,500
640	4980	TRACTOR AIRCRAFT TOWBAR 60000 GVW	\$2,375	\$5,700	\$14,250
640	5000	TRACTOR AIRCRAFT TOWBAR 110000 GVW	\$2,850	\$7,600	\$19,000
<b>LANDSCAPING</b>					
115	2410	LEAF BLOWER HANDHELD GAS	\$18	\$64	\$135
115	2650	POST PULLER 3 TON MANUAL	\$23	\$60	\$169
115	2190	MOWER LAWN 20-24IN PUSH GAS	\$27	\$96	\$203
115	2050	HEDGE TRIMMER 18IN GAS	\$32	\$108	\$221
115	2020	HEDGE TRIMMER 24IN ELEC	\$32	\$108	\$221
115	2030	HEDGE TRIMMER 30IN ELEC	\$32	\$108	\$221
115	1900	SPRAYER GARDEN 25 GALLON	\$32	\$112	\$236
115	2420	LEAF BLOWER BACKPACK GAS	\$32	\$112	\$236
115	2060	HEDGE TRIMMER 24IN GAS	\$41	\$144	\$263
115	2200	MOWER LAWN 20-24IN SELF PROPELLED GAS	\$36	\$128	\$270
115	1500	TILLER 1 HP 10IN WIDTH HAND HELD	\$36	\$128	\$270
115	2080	HEDGE TRIMMER 30IN GAS	\$54	\$156	\$296
115	2070	HEDGE TRIMMER 24IN ON A 42IN SHAFT GAS	\$54	\$156	\$296
115	1950	EDGER LAWN	\$45	\$160	\$300
115	4500	SPADE AIR 60 IN	\$45	\$116	\$311
115	2754	POLE PRUNER 7IN REACH GAS	\$45	\$160	\$338
115	1955	EDGER LAWN WALK BEHIND	\$54	\$192	\$338
115	1520	TILLER 2-3 HP 11-21IN WIDTH FRONT TINE	\$45	\$160	\$338
115	2320	WEED EATER GAS	\$36	\$96	\$360
115	2310	WEED EATER ELEC	\$36	\$96	\$360
115	2430	LEAF BLOWER WALKBEHIND GAS	\$50	\$176	\$371
115	2755	POLE PRUNER 8-12FT REACH GAS	\$50	\$176	\$371
115	1570	TILLER 6-8 HP 18-20IN WIDTH REAR TINE	\$63	\$224	\$473
115	1540	TILLER 4-5 HP 20-26IN WIDTH MID TINE	\$63	\$224	\$473
115	1550	TILLER 4-5 HP 20-26IN WIDTH FRONT TINE	\$63	\$224	\$473
115	1770	THATCHER 20-22IN WALKBEHIND	\$72	\$256	\$540
115	1775	THATCHER 23-24IN WALKBEHIND GAS	\$72	\$256	\$540
115	2960	GRILL-BARBECUE 2X5 FEET PROPANE	\$77	\$272	\$574
115	1780	THATCHER 20-22IN WALKBEHIND WITH SEEDER	\$77	\$272	\$574
115	1810	AERATOR 10-19IN WIDTH WALKBEHIND	\$77	\$272	\$574

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<b>LANDSCAPING</b>					
115	1960	BED EDGER	\$86	\$260	\$581
115	1710	SOD CUTTER 18IN CUT W/B	\$86	\$304	\$641
115	2900	LOG SPLITTER 9HP 20-26 TON	\$86	\$304	\$641
115	1700	SOD CUTTER 12IN CUT W/B	\$86	\$304	\$641
115	2610	POST DRIVER 45LB GAS	\$90	\$320	\$675
115	2970	GRILL TRAILER MOUNTED W/ROTISSURIE LPG	\$90	\$320	\$675
115	2600	POST DRIVER 55LB AIR	\$90	\$320	\$675
115	2500	POSTHOLE AUGER ONE MAN TOWABLE GAS	\$90	\$320	\$675
115	2490	POSTHOLE AUGER ONE MAN GAS	\$90	\$320	\$675
115	2540	POSTHOLE AUGER TWO MAN GAS	\$90	\$320	\$675
115	2405	RAKE POWER	\$95	\$360	\$748
115	2230	MOWER BRUSH 24-26IN SELF PROPELLED GAS	\$104	\$368	\$776
115	3700	SNOW BLOWER W/B GAS	\$106	\$280	\$825
115	1850	OVERSEEDER WALKBEHIND GAS	\$117	\$328	\$825
115	1920	SPRAYER PAVEMENT MARKERS	\$140	\$428	\$874
115	1820	AERATOR 20-29IN WIDTH WALKBEHIND	\$117	\$416	\$874
115	2240	MOWER LAWN 36-48IN RIDING GAS	\$117	\$416	\$878
115	1590	TILLER 9-13 HP 18-20IN WIDTH REAR TINE	\$122	\$432	\$911
115	1595	TILLER 10-13 HP 20-26IN WIDTH REAR TINE	\$122	\$432	\$911
115	2250	MOWER LAWN 49-60IN RIDING GAS	\$135	\$476	\$1,013
115	2901	LOG SPLITTER 7-8 HP 30-34 TON	\$135	\$480	\$1,013
115	3500	BRUSH CHIPPER 4IN 13-31HP PORTABLE GAS	\$203	\$540	\$1,050
115	1825	AERATOR 30-39 IN WIDTH WALKBEHIND	\$176	\$560	\$1,144
115	2435	STRAW BLOWER 4 TON PER HOUR	\$133	\$413	\$1,164
115	2440	STRAW BLOWER 7 TON PER HOUR	\$228	\$531	\$1,187
115	2260	MOWER LAWN 49-60IN RIDING DIESEL	\$167	\$592	\$1,249
115	3600	STUMP GRINDER 10 - 19 HP GAS	\$225	\$600	\$1,313
115	3610	STUMP GRINDER 20 - 29 HP GAS	\$225	\$600	\$1,313
115	2270	MOWER LAWN 61-74IN RIDING GAS	\$194	\$688	\$1,451
115	3510	BRUSH CHIPPER 6IN 20 - 25 HP GAS	\$293	\$780	\$1,575
115	1840	AERATOR 20-29 IN WIDTH RIDE ON	\$212	\$708	\$1,875
115	3530	BRUSH CHIPPER 6IN 20 - 25 HP DSL	\$338	\$880	\$2,138
115	3520	BRUSH CHIPPER 9IN 40 - 49 HP GAS	\$360	\$920	\$2,250
115	3640	STUMP GRINDER 60 - 69 HP DSL	\$495	\$1,320	\$2,475
115	3540	BRUSH CHIPPER 12IN 49 - 74 HP DSL	\$450	\$1,080	\$2,700
115	1880	HYDRO SEEDER TRAILER MNT 600-700 GALLON	\$410	\$1,080	\$3,075
115	3570	BRUSH CHIPPER 18IN 170 - 179 HP DSL	\$765	\$2,000	\$5,625
<b>LIGHTING EQUIPMENT</b>					
110	2000	LIGHT DROP LED 120V HAZ LOC	\$9	\$24	\$68
110	2100	LIGHT WORK INCAN 12V HAZ LOC	\$14	\$48	\$101

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>LIGHTING EQUIPMENT</u>					
110	1550	LIGHT STAND 1-HEAD FLOOD LED	\$18	\$64	\$135
110	2060	LIGHT STRING INCAN 120V HAZ LOC	\$18	\$48	\$135
110	1710	LIGHT PEDESTAL 2000 WATT ELEC	\$32	\$76	\$184
110	1700	LIGHT PEDESTAL 1000 WATT ELEC	\$32	\$76	\$184
110	1850	LIGHT CRANE LED 450-500W	\$26	\$70	\$195
110	1530	LIGHT CART 150 WATT LED HAZ LOC	\$32	\$84	\$236
110	1570	LIGHT WOBBLE 36IN LED	\$36	\$128	\$270
110	1720	LIGHT CART 2000 WATT HALIDE 2-HEAD	\$54	\$144	\$281
110	2110	LIGHT WORK INCAN 120V/12V HAZ LOC	\$41	\$144	\$304
110	2010	LIGHT FLOOD INCAN 110V HAZ LOC ELEC	\$45	\$120	\$338
510	1031	LIGHT TOWER BALLON LIGHT ATTACHMENT	\$48	\$182	\$380
110	1560	LIGHT CART 400 WATT METAL HALIDE	\$69	\$144	\$383
110	1580	LIGHT BALLOON LAMP 300/575 WATT LED	\$69	\$144	\$383
110	1590	LIGHT BALLOON LAMP 1000 WATT HALIDE	\$69	\$144	\$383
110	1600	LIGHT BALLOON LAMP 1000 WATT WITH CONV	\$69	\$144	\$383
510	1035	LIGHT TOWER HORIZ MAST MAN NARROW BODY	\$95	\$260	\$425
510	1030	LIGHT TOWER VERT MAST MAN NARROW BODY	\$95	\$260	\$425
510	1040	LIGHT TOWER VERT MAST ELEC NARROW BODY	\$95	\$260	\$425
110	1601	LIGHT BALLOON LAMP 1600 WATT WITH CART	\$77	\$268	\$563
510	1060	LIGHT TOWER VERT MAST AUTO NARROW BODY	\$113	\$319	\$608
510	1080	LIGHT TOWER MAN MAST 16FT LED CART 120V	\$86	\$214	\$641
510	1090	LIGHTTOWER HORIZ MAST 15KWGEN WIDE BODY	\$117	\$280	\$650
510	1070	LIGHT TOWER BALLOON KIT	\$117	\$326	\$673
110	2040	LIGHT FLOOD AIR 12V HAZ LOC ELEC	\$90	\$240	\$675
110	2041	LIGHT FLOOD AIR LED HAZ LOC	\$90	\$240	\$675
110	2020	LIGHT STAND AIR 250W HAZ LOC	\$99	\$264	\$743
510	1020	LIGHT TOWER SOLAR	\$124	\$284	\$777
510	1055	LIGHT TOWER VERT MAST LED TRAILER	\$147	\$375	\$808
510	1100	LIGHTTOWER HORIZ MAST 20KWGEN WIDE BODY	\$135	\$350	\$910
110	2050	LIGHT STRING 100FT HAZ LOC	\$122	\$324	\$911
110	2030	LIGHT BRICK LED HAZ LOC	\$135	\$360	\$1,013
110	2080	LIGHT STRING INCAN 12V HAZ LOC	\$144	\$380	\$1,013
510	1120	LIGHTTOWER 15KWGEN WITH 500 GAL TANK	\$183	\$420	\$1,170
510	1140	LIGHT TOWER VERT MAST 20KW WIDE BODY	\$183	\$420	\$1,170
510	1150	LIGHT TOWER STADIUM 24KW WIDE BODY	\$1,350	\$3,450	\$10,000
<u>LOAD BANKS</u>					
525	1360	LOAD BANK 100 KW	\$108	\$224	\$499
525	1364	LOAD BANK 400 KW	\$117	\$232	\$525
525	1366	LOAD BANK 700 KW	\$171	\$440	\$1,200
525	1368	LOAD BANK 1250 KW	\$428	\$1,080	\$3,000

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>LOAD BANKS</u>					
<u>MOTOR GRADERS</u>					
260	1100	ROAD GRADER 110-119HP DSL	\$698	\$1,913	\$5,400
260	1120	ROAD GRADER 130-139HP DSL	\$1,013	\$2,848	\$7,996
<u>PAVING EQUIPMENT</u>					
150	4020	TRAILER ASPHALT 4 TON	\$218	\$664	\$1,709
150	4100	TRAILER ASPHALT HEATED SPRAYER 300 GAL	\$261	\$784	\$2,351
150	5000	TRAILER CRACK SEALER 250 GAL	\$456	\$1,140	\$2,850
150	4000	ROAD MILLING COLD 20IN WIDE	\$1,283	\$3,599	\$9,681
150	4010	ROAD MILLING COLD 80IN WIDE	\$2,375	\$9,700	\$28,024
<u>POWER DISTRIBUTION</u>					
525	1510	GFCI SINGLE OUTLET	\$5	\$9	\$17
525	1520	GFCI DOUBLE OUTLET	\$9	\$17	\$34
525	2120	PANEL DISTRIBUTION 125/250V 50AMP GFCI	\$23	\$64	\$149
525	1160	SPLITER PANEL 400 AMP CAMLOCK	\$45	\$85	\$191
525	1370	GANG BOX	\$27	\$77	\$204
525	1170	DUPLEX PANEL 100 AMP	\$50	\$115	\$247
525	1090	QUADBOX FEEDER PANEL 120 AMP	\$45	\$128	\$255
525	1100	QUAD BOX FEEDER PANEL 200 AMP	\$45	\$128	\$255
525	1230	AUTO SWITCH FOR GENERATOR	\$77	\$128	\$255
525	1180	REEFER PANEL 30 GANG	\$45	\$106	\$275
525	1130	SPIDER BOX 60 AMP	\$59	\$136	\$319
525	1120	SPIDER BOX 50 AMP	\$59	\$136	\$319
525	1110	QUAD BOX FEEDER PANEL 300 AMP	\$54	\$149	\$425
525	1225	TRANSFORMER	\$63	\$157	\$425
525	1250	TRANSFER SWITCH 200 AMP	\$54	\$153	\$472
525	1240	TRANSFER SWITCH 100 AMP	\$54	\$153	\$472
525	1255	TRANSFER SWITCH 200 AMP ATS	\$59	\$166	\$510
525	2175	PANEL DISTR 480/240V 20/40A - 120V 30A	\$63	\$179	\$536
525	1000	DISCONNECT CAMLOCK 480V 400 AMP	\$135	\$255	\$553
525	1300	VFD PANEL 10HP 460V 3P SOFT START	\$68	\$179	\$574
525	1150	SPIDER BOX FEEDER PANEL 400 AMP	\$108	\$306	\$680
525	1020	I LINE PANEL 200 AMP	\$99	\$230	\$680
525	1140	SPIDER BOX FEEDER PANEL 200 AMP	\$108	\$306	\$680
525	1190	DOLLY STEP DOWN TRANSFORMER 15 KVA	\$90	\$298	\$680
525	1260	TRANSFER SWITCH 400 AMP ATS	\$81	\$230	\$680
525	1010	I LINE PANEL 100 AMP	\$99	\$230	\$680
525	1610	DISCONNECT PANEL 400A 600V	\$135	\$255	\$680
525	1200	ISOLATION TRANSFORMER 208V	\$90	\$255	\$765

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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POWER DISTRIBUTION

525	1560	BREAKOUT BOX 800 AMP	\$90	\$255	\$765
525	1550	BREAKOUT BOX 400 AMP	\$90	\$255	\$765
525	1210	STEPCDOWN TRANSFORMER 480-208V	\$113	\$298	\$808
525	1310	VFD PANEL 20HP 460V 3PH	\$99	\$276	\$820
525	1195	DOLLY STEP DOWN TRANSFORMER 30 KVA	\$104	\$327	\$931
525	1320	VFD PANEL 50HP 460V 3PH	\$113	\$319	\$956
525	1620	DISCONNECT PANEL 600A 600V	\$144	\$361	\$1,020
525	5075	TRANSF 75KVA 600/480-120/208V S DWN DIST	\$135	\$383	\$1,101
525	5112	TRANSFORMER 150KVA 480-600V STEP UP/DWN	\$140	\$404	\$1,148
525	1630	DISCONNECT PANEL 800A 600V	\$162	\$412	\$1,190
525	1330	VFD PANEL 100HP 460V 3P SOFT START	\$144	\$404	\$1,207
525	5122	TRANSFORMER 300KVA ENTERTAINMENT CONFIG	\$131	\$370	\$1,254
525	1030	I LINE PANEL 400 AMP	\$180	\$468	\$1,275
525	1270	TRANSFER SWITCH 600 AMP	\$446	\$446	\$1,339
525	1050	I LINE PANEL 600 AMP	\$194	\$510	\$1,360
525	1060	I LINE PANEL 600 AMP 600V	\$194	\$510	\$1,360
525	1350	VFD PANEL 150HP 460V 3PH	\$180	\$510	\$1,530
525	3560	TRANSFER SWITCH AUTO 1600 AMP	\$450	\$638	\$1,913
525	1290	TRANSFER SWITCH 800 AMP	\$659	\$659	\$1,976
525	1070	I LINE PANEL 800 AMP	\$252	\$706	\$2,125
525	2190	PANEL DISTRIBUTION 800AMP 3PH 120/208V	\$252	\$706	\$2,125
525	1040	I LINE PANEL 400 AMP PIN & SLEEVE	\$225	\$808	\$2,440
525	1580	BREAKOUT BOX 2400 AMP	\$360	\$1,020	\$2,550
525	1080	I LINE PANEL 1200 AMP	\$315	\$914	\$2,695
525	1085	I-LINE PANEL 1200A 600V LOW PROFILE	\$315	\$914	\$2,695
525	1720	I LINE PANEL 3000 AMP	\$374	\$1,050	\$3,145

PUMPS & ACCESSORIES

921	1816	FT OF FUSEABLE HDPE PIPE 10	\$3	\$3	\$3
921	1822	FT OF FUSEABLE HDPE PIPE 16	\$2	\$5	\$9
921	1818	FT OF FUSEABLE HDPE PIPE 12	\$3	\$7	\$11
921	1826	FT OF FUSEABLE HDPE PIPE 20	\$3	\$8	\$11
921	1518	PCS OF CERTALOK PVC PIPING 6X20	\$5	\$13	\$13
921	1820	FT OF FUSEABLE HDPE PIPE 14	\$2	\$6	\$14
921	1824	FT OF FUSEABLE HDPE PIPE 18	\$4	\$12	\$22
920	2018	PIPE 90 DEG ELL 4 IN BY VARIOUS OUTPUT	\$6	\$11	\$26
920	2340	PIPE ADAPTER 8 FLANGE X F BAUER	\$22	\$25	\$29
920	2028	PIPE 45 DEG ELL 8 IN BY VARIOUS OUTPUT	\$26	\$27	\$29
920	2341	PIPE ADAPTER 8 FLANGE X M BAUER	\$23	\$26	\$30
920	1039	INCREASER / REDUCER 8X6	\$23	\$26	\$31
920	1003	INCREASER / REDUCER 3X2	\$7	\$14	\$34

US COMMUNITIES GOLD 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019

Pricing Schedule #: N20025

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>					
920	9012	SINGLE SIZE TEST PIPE PLUG 8	\$4	\$14	\$35
920	2772	PIPE ADAPTER 4 F CAM X F NPT TYPE D	\$6	\$14	\$37
921	1568	PCS OF CERTALOK PVC PIPING 12X20	\$14	\$37	\$38
920	3640	WATER PUMP FLOAT SWITCH SINGLE	\$5	\$14	\$41
920	7402	RUBBER DISCHARGE HOSE CAM CPLNG 2X25	\$11	\$20	\$41
920	2024	PIPE 90 DEG ELL 6 IN BY VARIOUS OUTPUT	\$10	\$18	\$42
721	0120	PORTAPOWER PUMP W/SMALL HOSE	\$7	\$16	\$46
920	8458	RUBBER WATER HOSE W/GH FTGS 3/4X50	\$5	\$16	\$48
920	6482	RUBBER SUCTION HOSE VICT CPLNG 6X20	\$6	\$18	\$51
920	4406	FLANGED BLEEDER VALVE 6	\$14	\$24	\$56
920	6827	CANVAS FIRE HOSE 3X50	\$13	\$30	\$57
920	7455	RUBBER DISCHARGE HOSE PIN CPLNG 3X25	\$9	\$22	\$59
921	2546	PCS GALV STL PIPE W/BAUER CPLNG 12X10	\$52	\$52	\$60
920	1009	INCREASER / REDUCER 4X3	\$10	\$23	\$63
920	7303	PVC DISCHARGE HOSE CAM CPLNG 2X50	\$7	\$21	\$63
721	0140	PORTAPOWER PUMP W/LRG HOSE	\$9	\$22	\$63
920	3312	SUCTION HOSE STRAINER 6	\$21	\$35	\$64
920	6803	CANVAS FIRE HOSE 1-1/2X50	\$7	\$22	\$64
920	6003	KANAFLEX SUCTION HOSE CAM CPLNG 2X20	\$8	\$22	\$65
921	1854	HDPE PIPE W/BAUER CPLNG 6X20	\$28	\$30	\$65
920	6400	RUBBER SUCTION HOSE CAM CPLNG 1X20	\$13	\$35	\$69
921	1814	FT OF FUSEABLE HDPE PIPE 8	\$66	\$66	\$69
920	1095	INCREASER / REDUCER 14X12	\$8	\$24	\$70
920	7403	RUBBER DISCHARGE HOSE CAM CPLNG 2X50	\$15	\$33	\$71
921	2530	PCS GALV STL PIPE W/BAUER CPLNG 8X20	\$63	\$67	\$74
920	4340	CHECK VALVE 8	\$9	\$26	\$77
920	6403	RUBBER SUCTION HOSE CAM CPLNG 2X20	\$17	\$38	\$77
920	6203	PVC SUCTION HOSE CAM CPLNG 2X20	\$15	\$40	\$79
920	7408	RUBBER DISCHARGE HOSE CAM CPLNG 4X25	\$13	\$33	\$79
921	1862	HDPE PIPE W/BAUER CPLNG 8X20	\$69	\$72	\$80
920	8505	NOVAFLEX DISCHARGE HOSE MNPT CPL 3/4X50	\$9	\$27	\$81
920	6006	KANAFLEX SUCTION HOSE CAM CPLNG 3X20	\$10	\$28	\$82
920	2112	PIPE TEE 6 IN BY VARIOUS OUTPUT	\$11	\$29	\$82
920	7406	RUBBER DISCHARGE HOSE CAM CPLNG 3X50	\$14	\$31	\$83
920	7905	STAINLESS STEEL HOSE 1X20	\$16	\$44	\$88
920	6616	COMPOSITE DISCHARGE HOSE W/FLANGE 3X20	\$9	\$32	\$90
920	2040	PIPE 45 DEG ELL 12 IN BY VARIOUS OUTPUT	\$73	\$78	\$94
921	1942	HDPE PIPE W/FLANGE CPLNG 12X40	\$53	\$63	\$95
920	7306	PVC DISCHARGE HOSE CAM CPLNG 3X50	\$11	\$32	\$96
920	6818	CANVAS FIRE HOSE 2-1/2X50	\$11	\$33	\$97
920	2030	PIPE 90 DEG ELL 8 IN BY VARIOUS OUTPUT	\$25	\$43	\$98

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>					
920	2109	PIPE TEE 4 IN BY VARIOUS OUTPUT	\$13	\$34	\$99
921	2150	HDPE FLOAT TEE PIPE W/STRAINER 4	\$14	\$36	\$99
920	7103	ORAFLEX DISCHARGE HOSE CAM CPLNG 2X50	\$19	\$43	\$101
920	7903	STAINLESS STEEL HOSE MNPT CPLNG 3/4X50	\$11	\$34	\$101
920	6406	RUBBER SUCTION HOSE CAM CPLNG 3X20	\$20	\$51	\$102
920	2115	PIPE TEE 8 IN BY VARIOUS OUTPUT	\$13	\$35	\$106
920	1130	INCREASER / REDUCER 18X12	\$18	\$37	\$107
920	3620	PUMP CONTROL PANEL MANUAL	\$14	\$38	\$113
920	6009	KANAFLEX SUCTION HOSE CAM CPLNG 4X20	\$13	\$39	\$114
816	2740	FLOW METER	\$14	\$38	\$115
920	6206	PVC SUCTION HOSE CAM CPLNG 3X20	\$20	\$51	\$115
920	2334	PIPE ADAPTER 6 FLANGE X F NPT	\$14	\$39	\$116
920	7900	STAINLESS STEEL HOSE 3/4X20	\$14	\$42	\$117
920	6209	PVC SUCTION HOSE CAM CPLNG 4X20	\$27	\$57	\$118
920	4230	GATE VALVE 10	\$35	\$41	\$121
809	1820	PUMP SUBMERSIBLE 3/4IN ELEC	\$32	\$68	\$124
809	1830	PUMP SUBMERSIBLE 1IN ELEC	\$32	\$68	\$124
921	2152	HDPE FLOAT TEE PIPE W/ STRAINER 6	\$14	\$41	\$127
920	4235	GATE VALVE 12	\$16	\$44	\$130
920	7129	ORAFLEX DISCHARGE HOSE BAUER CPLNG 4X50	\$45	\$68	\$135
921	2584	BAUER ELBOW 6X45 DEG	\$16	\$46	\$135
920	3315	SUCTION HOSE STRAINER 8	\$16	\$47	\$137
920	4215	GATE VALVE 4	\$32	\$91	\$138
921	2164	HDPE FLOAT TEE PIPE W/ STRAINER 20	\$30	\$51	\$138
921	2586	BAUER ELBOW 6X90 DEG	\$16	\$48	\$139
920	2168	PIPE WYE 12 IN BY VARIOUS OUTPUT	\$22	\$53	\$140
920	7309	PVC DISCHARGE HOSE CAM CPLNG 4X50	\$16	\$48	\$143
920	1024	INCREASER / REDUCER 6X3	\$17	\$49	\$144
920	7109	ORAFLEX DISCHARGE HOSE CAM CPLNG 4X50	\$23	\$58	\$145
920	4225	GATE VALVE 8	\$22	\$58	\$153
920	1054	INCREASER / REDUCER 10X8	\$19	\$55	\$153
816	2690	PUMP FLOWMETER 2IN	\$23	\$51	\$153
920	7409	RUBBER DISCHARGE HOSE CAM CPLNG 4X50	\$28	\$66	\$154
920	6212	PVC SUCTION HOSE CAM CPLNG 6X20	\$18	\$54	\$156
920	7106	ORAFLEX DISCHARGE HOSE CAM CPLNG 3X50	\$21	\$61	\$161
920	7910	STAINLESS STEEL HOSE 1X50	\$26	\$65	\$161
920	9072	MULTI SIZE TEST BALL UP TO 36	\$21	\$60	\$162
920	3610	PUMP CONTROL PANEL AUTOMATIC	\$18	\$54	\$163
920	3309	SUCTION HOSE STRAINER 4	\$19	\$56	\$164
920	1027	INCREASER / REDUCER 6X4	\$19	\$56	\$165
920	9068	MULTI SIZE TEST BALL UP TO 24	\$20	\$57	\$168

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>					
920	6029	KANAFLEX SUCTION HOSE BAUER CPLNG 4X20	\$20	\$59	\$175
920	6011	KANAFLEX SUCTION HOSE CAM CPLNG 6X10	\$23	\$63	\$176
920	7132	ORAFLEX DISCHARGE HOSE BAUER CPLNG 6X50	\$54	\$108	\$180
921	2156	HDPE FLOAT TEE PIPE W/ STRAINER 12	\$24	\$62	\$183
921	2192	HDPE RDC FLOAT PIPE W/18 STRNR 12 FLNG	\$29	\$63	\$184
812	2350	PUMP DIAPHRAGM 1/2IN	\$27	\$72	\$188
920	1066	INCREASER / REDUCER 12X6	\$57	\$63	\$188
921	2228	HDPE FITTING 12X90 DEG	\$56	\$110	\$189
920	6411	RUBBER SUCTION HOSE CAM CPLNG 6X10	\$36	\$95	\$192
920	2036	PIPE 90 DEG ELL 10 IN BY VARIOUS OUTPUT	\$23	\$65	\$193
920	1072	INCREASER / REDUCER 12X10	\$24	\$69	\$208
920	1069	INCREASER / REDUCER 12X8	\$24	\$70	\$209
920	7933	STAINLESS STEEL HOSE 4X10	\$23	\$71	\$212
821	2920	PONTOON FLOAT SUBMERSIBLE STEEL 12IN	\$54	\$106	\$213
921	1924	HDPE PIPE W/FLANGE CPLNGS 8X40	\$182	\$191	\$216
920	8154	HYDRAULIC HOSE 1-1/4X50	\$25	\$75	\$220
809	1900	PUMP SUBMERSIBLE HV 1HP 3PH 2IN ELEC	\$32	\$81	\$225
920	6432	RUBBER SUCTION HOSE BAUER CPLNG 6X20	\$49	\$99	\$225
920	6623	COMPOSITE DISCHARGE HOSE W/FLANGE 4X10	\$25	\$77	\$234
920	2042	PIPE 90 DEG ELL 12 IN BY VARIOUS OUTPUT	\$27	\$78	\$235
920	7004	CHEMICAL HOSE W/SSTL CAMLOCK 1X20	\$27	\$79	\$239
920	6434	RUBBER SUCTION HOSE BAUER CPLNG 8X10	\$62	\$121	\$245
920	4220	GATE VALVE 6	\$29	\$86	\$254
816	2700	PUMP FLOWMETER 3IN	\$27	\$85	\$255
920	7118	ORAFLEX DISCHARGE HOSE CAM CPLNG 6X50	\$39	\$98	\$258
921	2180	HDPE FLOAT PIPE W/8 STRNR 8 FLNG	\$30	\$87	\$258
920	2121	PIPE TEE 12 IN BY VARIOUS OUTPUT	\$253	\$253	\$260
920	6412	RUBBER SUCTION HOSE CAM CPLNG 6X20	\$56	\$127	\$262
920	3509	WATER PIPE / HOSE MANIFOLD 4	\$32	\$91	\$271
809	1910	PUMP SUBMERSIBLE 2HP 3PH 460V 2IN ELEC	\$41	\$106	\$281
920	8164	HYDRAULIC HOSE 1-1/2X50	\$33	\$93	\$281
921	2168	HDPE FLOAT TEE PIPE W/ STRAINER 24	\$72	\$117	\$284
920	9162	TEST BALL LIFT LINE W/HOSE & GAUGES	\$32	\$95	\$284
920	6012	KANAFLEX SUCTION HOSE CAM CPLNG 6X20	\$43	\$108	\$285
920	1159	INCREASER / REDUCER 20X18	\$33	\$98	\$291
920	6032	KANAFLEX SUCTION HOSE BAUER CPLNG 6X20	\$34	\$97	\$293
812	2380	PUMP DIAPHRAGM ALUMINUM 1-1/2IN	\$39	\$115	\$294
807	1720	PUMP TRASH 3IN DSL	\$45	\$149	\$310
920	7054	CHEMICAL HOSE W/SSTL FLANGE 2X20	\$37	\$110	\$312
920	7312	PVC DISCHARGE HOSE CAM CPLNG 6X50	\$58	\$147	\$313
920	8144	HYDRAULIC HOSE 1X50	\$36	\$106	\$317

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>					
812	2370	PUMP DIAPHRAGM ALUM/CAST IRON 1IN	\$45	\$128	\$319
920	6014	KANAFLEX SUCTION HOSE CAM CPLNG 8X10	\$37	\$106	\$320
920	7915	STAINLESS STEEL HOSE 2X20	\$37	\$109	\$321
920	8225	CARBON STEEL HOSE W/FLANGE 6X20	\$83	\$165	\$322
920	7435	RUBBER DISCHARGE HOSE BAUER CPLNG 8X50	\$53	\$126	\$331
816	2710	PUMP FLOWMETER 4IN	\$36	\$111	\$332
920	7014	CHEMICAL HOSE W/SSTL CAMLOCK 2X20	\$38	\$113	\$336
920	3512	WATER PIPE / HOSE MANIFOLD 6	\$43	\$127	\$336
809	1850	PUMP SUBMERSIBLE 1-1/2IN ELEC	\$45	\$128	\$338
812	2410	PUMP DIAPHRAGM ALUMINUM 2IN	\$72	\$191	\$338
809	1840	PUMP SUBMERSIBLE 1-1/4IN ELEC	\$45	\$128	\$338
800	1010	PUMP CENTRIFUGAL 1IN GAS	\$50	\$128	\$340
920	3650	SUBMERSIBLE PUMP RAFT	\$38	\$111	\$341
920	1115	INCREASER / REDUCER 16X12	\$41	\$119	\$342
920	7705	OIL SUCT/DISCH HOSE FLNG CPLNG 2X20	\$39	\$115	\$342
920	6515	RUBBER SUCTION HOSE FLNG CPLNG 8X20	\$54	\$135	\$356
920	6663	COMPOSITE DISCHARGE HOSE W/FLANGE 12X10	\$41	\$122	\$365
920	7916	STAINLESS STEEL HOSE 2X20 W/300# FLNG	\$41	\$122	\$365
920	6440	RUBBER SUCTION HOSE BAUER CPLNG 12X10	\$56	\$136	\$367
920	7412	RUBBER DISCHARGE HOSE CAM CPLNG 6X50	\$71	\$150	\$369
809	1860	PUMP SUBMERSIBLE 2IN ELEC	\$54	\$153	\$371
809	1860	PUMP SUBMERSIBLE 2IN ELEC	\$54	\$153	\$371
125	1205	PUMP HYDROSTATIC TEST 6000 PSI MANUAL	\$54	\$132	\$371
809	1865	PUMP SUBMERSIBLE 2IN LOW LEVEL ELEC	\$54	\$153	\$371
816	2720	PUMP FLOWMETER 6IN	\$45	\$128	\$383
800	1020	PUMP CENTRIFUGAL 2IN GAS	\$63	\$149	\$383
920	7925	STAINLESS STEEL HOSE 3X20	\$42	\$128	\$385
920	7715	OIL SUCT/DISCH HOSE FLNG CPLNG 3X20	\$42	\$130	\$389
920	7720	OIL SUCT/DISCH HOSE 4XSPECIAL LE	\$45	\$132	\$391
920	7218	ORAFLEX DISCHARGE HOSE FLNG CPLNG 10X50	\$52	\$140	\$392
125	1200	PUMP HYDROSTATIC TEST 3000 PSI MANUAL	\$68	\$148	\$394
800	1030	PUMP CENTRIFUGAL 3IN GAS	\$86	\$166	\$404
920	6429	RUBBER SUCTION HOSE BAUER CPLNG 4X20	\$46	\$138	\$413
921	1088	PCS OF ALUM PIPE 8X40 VICTAULIC	\$70	\$203	\$414
920	8230	CARBON STEEL HOSE W/FLANGE 8X20	\$108	\$216	\$419
812	2360	PUMP DIAPHRAGM POLYPROPYLENE 1IN	\$63	\$145	\$420
812	2500	PUMP DIAPHRAGM SINGLE 1IN AIR	\$63	\$145	\$420
800	1080	PUMP TRASH 2IN GAS	\$50	\$187	\$421
921	2188	HDPE RDC FLOAT PIPE W/16 STRNR 14 FLNG	\$46	\$142	\$424
920	3515	WATER PIPE / HOSE MANIFOLD 8	\$46	\$136	\$425
920	6657	COMPOSITE DISCHARGE HOSE W/FLANGE 10X20	\$54	\$149	\$428

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
809	1880	PUMP SUBMERSIBLE 3IN ELEC	\$77	\$183	\$431
809	1870	PUMP SUBMERSIBLE SEWAGE 1HP 2IN ELEC	\$63	\$191	\$431
810	2250	PUMP SUBMERSIBLE 3IN AIR	\$63	\$166	\$431
809	1890	PUMP SUBMERSIBLE 3HP 3IN ELEC	\$77	\$183	\$431
920	6035	KANAFLEX SUCTION HOSE BAUER CPLNG 8X20	\$81	\$176	\$432
821	2910	PUMP HEAD PONTOON HDPE 12IN HYD	\$95	\$251	\$446
920	6040	KANAFLEX SUCTION HOSE BAUER CPLNG 12X10	\$51	\$150	\$446
800	1040	PUMP CENTRIFUGAL 4IN GAS	\$90	\$174	\$446
809	2000	PUMP SUBMERSIBLE HV 2HP 3PH 3IN ELEC	\$63	\$179	\$450
800	1130	PUMP DIAPHRAGM 3IN GAS	\$77	\$230	\$450
800	1120	PUMP DIAPHRAGM 2IN GAS	\$77	\$230	\$450
920	9062	MULTI SIZE TEST BALL UP TO 12	\$53	\$150	\$453
920	7065	CHEMICAL HOSE W/SSTL FLANGE 3X20	\$53	\$154	\$459
920	7024	CHEMICAL HOSE W/SSTL CAMLOCK 3X20	\$53	\$154	\$461
125	1260	PUMP HYDROSTATIC TEST 3000 PSI ELEC STD	\$74	\$186	\$464
820	2900	ROAD CROSSING PUMP DIVISION 6IN	\$68	\$145	\$468
821	3010	CONTAINMENT BERM 1100 GALLON	\$63	\$170	\$480
920	6015	KANAFLEX SUCTION HOSE CAM CPLNG 8X20	\$55	\$170	\$485
809	1970	PUMP SUBMERSIBLE SLUDGE 3IN ELEC	\$77	\$200	\$488
816	2730	PUMP FLOWMETER 8IN	\$59	\$166	\$489
920	7935	STAINLESS STEEL HOSE 4X20	\$55	\$165	\$494
812	2355	PUMP DIAPHRAGM 1IN	\$77	\$187	\$495
809	1920	PUMP SUBMERSIBLE HV 3HP 3PH 2IN ELEC	\$63	\$187	\$495
809	1940	PUMP SUBMERSIBLE SEWAGE CUT 15HP 3IN ELE	\$63	\$187	\$495
920	9066	MULTI SIZE TEST BALL UP TO 18	\$56	\$165	\$495
920	7135	ORAFLEX DISCHARGE HOSE BAUER CPLNG 8X50	\$77	\$190	\$497
920	6626	COMPOSITE DISCHARGE HOSE W/FLANGE 4X20	\$55	\$166	\$498
920	6626	COMPOSITE DISCHARGE HOSE W/FLANGE 4X20	\$55	\$166	\$498
920	3680	MAGNETIC GPM FLOW METER INDICATOR/TOTAL	\$57	\$170	\$510
812	2420	PUMP DIAPHRAGM CAST IRON 3IN	\$86	\$230	\$525
812	2415	PUMP DIAPHRAGM 3IN	\$86	\$230	\$525
809	2010	PUMP SUBMERSIBLE HV 4HP 3PH 3IN ELEC	\$72	\$200	\$525
812	2450	PUMP DIAPHRAGM ALUMINUM 3IN	\$86	\$230	\$525
809	2020	PUMP SUBMERSIBLE HV 5HP 3PH 3IN ELEC	\$72	\$200	\$525
921	1128	PCS OF ALUM PIPE 12X40 VICTAULIC	\$86	\$266	\$531
920	6643	COMPOSITE DISCHARGE HOSE W/FLANGE 8X10	\$135	\$267	\$532
800	1090	PUMP TRASH 3IN GAS	\$63	\$238	\$536
920	6435	RUBBER SUCTION HOSE BAUER CPLNG 8X20	\$95	\$188	\$537
920	6409	RUBBER SUCTION HOSE CAM CPLNG 4X20	\$61	\$180	\$538
920	6437	RUBBER SUCTION HOSE BAUER CPLNG 10X10	\$95	\$188	\$539
817	2750	PIPE MANIFOLD 12IN	\$135	\$276	\$553

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
800	1070	PUMP CENTRIFUGAL HIGH HEAD 3IN GAS	\$77	\$213	\$553
800	1150	PUMP HIGH PRESSURE 5.5HP GAS	\$77	\$213	\$553
816	2682	PUMP FLOWMETER 12IN	\$72	\$204	\$553
816	2688	PUMP FLOWMETER 18 IN	\$72	\$204	\$553
820	2880	ROAD CROSSING PUMP DIVISION 8IN	\$86	\$170	\$553
816	2680	PUMP FLOWMETER 10IN	\$72	\$204	\$553
810	1100	PUMP DOUBLED 1 1/2 IN AIR	\$104	\$298	\$563
810	1110	PUMP DOUBLED 2 IN AIR	\$104	\$298	\$563
810	1120	PUMP DOUBLED 3 IN AIR	\$104	\$298	\$563
920	6636	COMPOSITE DISCHARGE HOSE W/FLANGE 6X20	\$66	\$191	\$565
920	7735	OIL SUCT/DISCH HOSE FLNG CPLNG 6X20	\$63	\$190	\$569
920	7074	CHEMICAL HOSE W/SSTL FLANGE 4X20	\$64	\$191	\$573
920	7034	CHEMICAL HOSE W/SSTL CAMLOCK 4X20	\$64	\$192	\$574
809	2030	PUMP SUBMERSIBLE SEWAGE 3HP 3PH 4IN ELEC	\$81	\$225	\$581
920	6518	RUBBER SUCTION HOSE FLNG CPLNG 10X20	\$81	\$207	\$585
813	2450	PUMP BOOSTER 7.5HP 2IN ELEC	\$86	\$234	\$596
813	2550	PUMP BOOSTER 5HP ELEC	\$86	\$234	\$596
125	1220	PUMP HYDROSTATIC TEST 300 PSI	\$104	\$256	\$600
125	1240	PUMP HYDROSTATIC TEST 500 PSI GAS	\$104	\$256	\$600
125	1250	PUMP HYDROSTATIC TEST 3000 PSI GAS	\$104	\$256	\$600
125	1300	PUMP HYDROSTATIC TEST 10000 PSI AIR	\$104	\$256	\$600
125	1210	PUMP HYDROSTATIC TEST 500 PSI ELEC	\$104	\$256	\$600
821	2990	VFD PANEL 5HP	\$81	\$221	\$608
800	1110	PUMP TRASH 4IN GAS	\$81	\$306	\$608
920	7943	STAINLESS STEEL HOSE 6X10	\$68	\$203	\$608
920	6646	COMPOSITE DISCHARGE HOSE W/FLANGE 8X20	\$71	\$208	\$610
920	3521	WATER PIPE / HOSE MANIFOLD 12	\$93	\$229	\$637
820	2870	ROAD CROSSING PUMP DIVISION 12IN	\$99	\$191	\$638
817	2760	PIPE MANIFOLD 18IN	\$153	\$315	\$638
920	7745	OIL SUCT/DISCH HOSE FLNG CPLNG 8X20	\$72	\$214	\$644
920	6666	COMPOSITE DISCHARGE HOSE W/FLANGE 12X20	\$108	\$216	\$648
920	7945	STAINLESS STEEL HOSE 6X20	\$73	\$220	\$654
805	1600	PUMP CENTRIFUGAL 3IN DSL	\$86	\$234	\$659
920	7084	CHEMICAL HOSE W/SSTL FLANGE 6X20	\$74	\$225	\$672
920	7121	ORAFLEX DISCHARGE HOSE CAM CPLNG 8X50	\$89	\$248	\$674
809	1930	PUMP SUBMERSIBLE HHEAD 4HP 3PH 2IN ELEC	\$90	\$255	\$675
920	7044	CHEMICAL HOSE W/SSTL CAMLOCK 6X20	\$77	\$228	\$679
820	2860	ROAD CROSSING LAY FLAT 12IN	\$104	\$268	\$680
920	7725	OIL SUCT/DISCH HOSE FLNG CPLNG 4X20	\$77	\$229	\$687
809	2140	PUMP SUBMERSIBLE SLUDGE 4IN ELEC	\$113	\$276	\$694
809	2130	PUMP SUBMERSIBLE SUPER 4IN ELEC	\$113	\$276	\$694

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>PUMPS &amp; ACCESSORIES</b>					
809	2120	PUMP SUBMERSIBLE 4IN ELEC	\$113	\$276	\$694
920	6521	RUBBER SUCTION HOSE FLNG CPLNG 12X20	\$97	\$248	\$702
808	1750	PUMP VAC ASSIST 4IN ELEC	\$113	\$298	\$713
920	9024	SINGLE SIZE TEST PIPE PLUG 24	\$81	\$239	\$720
817	2770	PIPE MANIFOLD 24IN	\$171	\$336	\$723
809	1980	PUMP SUBMERSIBLE HIGH HEAD 6HP 3IN ELEC	\$104	\$319	\$746
811	2260	PUMP SUBMERSIBLE 3IN HYD	\$99	\$230	\$746
811	2270	PUMP SUBMERSIBLE SS 4IN HYD	\$99	\$230	\$746
811	2280	PUMP SUBMERSIBLE 4IN HYD	\$99	\$230	\$746
807	1710	PUMP DIAPHRAGM 4IN DSL	\$113	\$319	\$746
818	2840	PIPE PLUG FLOW THRU 12-18IN	\$108	\$255	\$765
819	2850	PUMP DIVISION SPLAT SYSTEM	\$113	\$293	\$765
920	7955	STAINLESS STEEL HOSE 8X20	\$92	\$265	\$791
920	7341	PVC DISCHARGE HOSE BAUER CPLNG 12X50	\$90	\$268	\$805
920	7755	OIL SUCT/DISCH HOSE FLNG CPLNG 10X20	\$92	\$275	\$826
920	6041	KANAFLEX SUCTION HOSE BAUER CPLNG 12X20	\$94	\$276	\$828
920	7975	STAINLESS STEEL HOSE 12X20	\$96	\$290	\$844
811	2300	PUMP SUBMERSIBLE SS 6IN HYD	\$108	\$306	\$855
811	2310	PUMP SUBMERSIBLE 6IN HYD	\$108	\$306	\$855
811	2290	PUMP SUBMERSIBLE SLURRY GATE 6IN HYD	\$108	\$306	\$855
809	2040	PUMP SUBMERSIBLE SEWAGE CUT 5HP 4IN ELEC	\$108	\$319	\$863
811	2320	PUMP SUBMERSIBLE 8IN HYD	\$113	\$315	\$881
813	2460	PUMP BOOSTER 20HP 1-1/2IN ELEC	\$117	\$336	\$896
814	1000	PUMP HYDRAULIC 10000 PSI FOR TOOLS	\$113	\$434	\$916
811	2340	PUMP SUBMERSIBLE 12IN HYD	\$122	\$336	\$938
920	7762	OIL SUCT/DISCH HOSE FLNG CPLNG 12X10	\$107	\$317	\$950
813	2470	PUMP BOOSTER 15HP 2IN ELEC	\$126	\$361	\$956
813	2590	PUMP BOOSTER SYSTEM VFD 460V	\$131	\$361	\$956
814	1005	PUMP HYDRAULIC SPLIT FLOW FOR LIFTING	\$113	\$340	\$960
821	2940	TANK SEDIMENT 2250 GAL	\$122	\$340	\$960
921	2238	HDPE FITTING 18X90 DEG	\$107	\$319	\$960
809	1990	PUMP SUBMERSIBLE HV 7.5HP 3PH 3IN ELEC	\$153	\$417	\$968
920	7515	RUBBER DISCHARGE HOSE FLNG CPLNG 8X50	\$108	\$324	\$968
811	2330	PUMP SUBMERSIBLE SS 12IN HYD	\$135	\$361	\$971
920	7518	RUBBER DISCHARGE HOSE FLNG CPLNG 10X50	\$109	\$323	\$989
812	2390	PUMP DIAPHRAGM POLYPROPYLENE 2IN	\$176	\$502	\$1,013
812	2400	PUMP DIAPHRAGM SS 2IN	\$176	\$502	\$1,013
818	2810	PIPE PLUG MUNI 15-30IN	\$135	\$468	\$1,020
809	2050	PUMP SUBMERSIBLE SEWAGE 10HP 4IN ELEC	\$135	\$383	\$1,024
813	2540	PUMP SUBMERSIBLE SEWAGE 7.5HP	\$135	\$383	\$1,024
920	7765	OIL SUCT/DISCH HOSE FLNG CPLNG 12X20	\$115	\$343	\$1,029

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>PUMPS &amp; ACCESSORIES</b>					
920	7772	OIL SUCT/DISCH HOSE FLNG CPLNG 14X10	\$115	\$345	\$1,031
813	2500	PUMP BOOSTER 20HP 3IN ELEC	\$144	\$404	\$1,050
820	2890	ROAD CROSSING PUMP DIVISION DB WIDE 12IN	\$122	\$383	\$1,075
821	2925	TANK WATER 500 GAL	\$135	\$383	\$1,080
805	1610	PUMP CENTRIFUGAL WET PRIME 4IN DSL	\$122	\$361	\$1,118
809	2060	PUMP SUBMERSIBLE HIGH HEAD 15HP 4IN ELEC	\$158	\$438	\$1,121
809	1960	PUMP SUBMERSIBLE HIGH HEAD 15HP 3IN ELEC	\$153	\$425	\$1,121
813	2510	PUMP BOOSTER 30HP 3IN ELEC	\$162	\$446	\$1,125
800	1160	PUMP 6IN DOUBLED DIAPHRAGM DSL	\$153	\$425	\$1,125
812	2430	PUMP DIAPHRAGM POLYPROPYLENE 3IN	\$198	\$616	\$1,181
812	2440	PUMP DIAPHRAGM SS 3IN	\$198	\$616	\$1,181
809	2220	PUMP SUBMERSIBLE 6IN ELEC	\$203	\$489	\$1,200
920	6530	RUBBER SUCTION HOSE FLNG CPLNG 16X20	\$135	\$405	\$1,215
813	2650	PUMP BOOSTER MED HEAD 4X4IN DSL	\$162	\$459	\$1,215
801	1200	PUMP VAC ASSIST 3IN DSL	\$158	\$446	\$1,219
814	2610	POWER UNIT 10HP HYD	\$117	\$446	\$1,220
808	1730	PUMP CENTRIFUGAL 2IN ELEC	\$167	\$446	\$1,240
801	1210	PUMP VAC ASSIST 4IN DSL	\$198	\$591	\$1,313
801	1220	PUMP VAC ASSIST 4IN T4F DSL	\$198	\$591	\$1,313
125	1270	PUMP HYDROSTATIC TEST 3600PSI HYD STD	\$180	\$640	\$1,350
809	2080	PUMP SUBMERSIBLE SEWAGE 20HP 4IN ELEC	\$180	\$510	\$1,350
809	2070	PUMP SUBMERSIBLE SEW CUT 20HP 4IN ELEC	\$180	\$510	\$1,350
808	1720	PUMP TRASH 2IN ELEC	\$167	\$476	\$1,356
802	1340	PUMP VAC ASSIST SND ATT 4IN DSL	\$203	\$608	\$1,406
809	2100	PUMP SUBMERSIBLE SEWAGE 30HP 4IN ELEC	\$189	\$536	\$1,418
814	2620	POWER UNIT 20HP HYD	\$171	\$468	\$1,440
809	2160	PUMP SUBMERSIBLE SEW 20HP 3PH 6IN ELEC	\$198	\$561	\$1,485
809	2150	PUMP SUBMERSIBLE SEW 10HP 3PH 6IN ELEC	\$198	\$561	\$1,485
801	1230	PUMP VAC ASSIST 6IN DSL	\$248	\$638	\$1,496
803	1400	PUMP VAC ASSIST SS 4IN DSL	\$212	\$616	\$1,500
813	2570	PUMP BOOSTER 50HP 460V 2X4X9.5IN ELEC	\$216	\$591	\$1,500
813	2520	PUMP BOOSTER 4IN ELEC	\$225	\$638	\$1,500
808	1760	PUMP VAC ASSIST VARIABLE SPEED 4IN ELEC	\$248	\$638	\$1,500
806	1640	PUMP WELL POINT 6IN DSL	\$180	\$510	\$1,504
813	2600	PUMP AGRICULTURE DRY PRIME 8X6 DSL	\$203	\$531	\$1,575
813	2670	PUMP BOOSTER MED HEAD 6X4IN DSL	\$203	\$531	\$1,575
920	7521	RUBBER DISCHARGE HOSE FLNG CPLNG 12X50	\$180	\$540	\$1,620
804	1800	PUMP VAC ASSIST TRASH 6IN OFFSHORE DSL	\$257	\$679	\$1,634
808	1770	PUMP VAC ASSIST 6IN ELEC	\$261	\$676	\$1,635
804	1460	PUMP VAC ASSIST HIGH HEAD 5X3IN DSL	\$225	\$638	\$1,640
809	2180	PUMP SUBMERSIBLE SEWAGE 50HP 6IN ELEC	\$270	\$638	\$1,650

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b><u>PUMPS &amp; ACCESSORIES</u></b>					
806	1670	PUMP WELL POINT ROTARY SO ATTN 6IN DSL	\$203	\$574	\$1,676
921	2270	HDPE TEE 12 INPUT BY VARIOUS OUTPUT	\$190	\$568	\$1,703
921	1986	HDPE PIPE W/FLANGE CPLNG 24X50	\$203	\$608	\$1,787
802	1350	PUMP VAC ASSIST SND ATT 6IN DSL	\$279	\$701	\$1,800
813	2560	PUMP BOOSTER 60HP 480V 2X4X9.5IN ELEC	\$266	\$701	\$1,800
804	1700	PUMP VAC ASSIST TRASH 6IN T4F DSL	\$261	\$701	\$1,856
801	1240	PUMP VAC ASSIST 6IN T4F DSL	\$248	\$701	\$1,856
801	1270	PUMP VAC ASSIST 8IN DSL	\$284	\$701	\$1,875
809	2190	PUMP SUBMERSIBLE HV 15HP 3PH 6IN ELEC	\$266	\$723	\$1,913
809	2200	PUMP SUBMERSIBLE HV 20HP 3PH 6IN ELEC	\$266	\$723	\$1,913
809	2170	PUMP SUBMERSIBLE HV 10HP 3PH 6IN ELEC	\$266	\$723	\$1,913
809	1950	PUMP SUBMERSIBLE HIGH HEAD 30HP 3IN ELEC	\$266	\$723	\$1,913
806	1680	PUMP WELL POINT ROTARY SO ATTN 8IN DSL	\$225	\$638	\$1,916
818	2830	PIPE PLUG MUNI 24-48IN	\$225	\$638	\$1,921
818	2820	PIPE PLUG MUNI 24-36IN	\$225	\$638	\$1,921
801	1250	PUMP VAC ASSIST 6IN SUPER DSL	\$288	\$723	\$2,021
801	1260	PUMP VAC ASSIST 6IN SUPER T4F DSL	\$270	\$765	\$2,025
814	2630	POWER UNIT 65HP HYD	\$275	\$680	\$2,080
806	1690	PUMP WELL POINT ROTARY 12IN DSL	\$270	\$761	\$2,112
809	2110	PUMP SUBMERSIBLE HIGH HEAD 40HP 4IN ELEC	\$293	\$786	\$2,126
814	2635	POWER UNIT 65HP HYD	\$284	\$723	\$2,160
821	2930	TANK WATER 10000 GAL	\$270	\$765	\$2,160
809	2230	PUMP SUBMERSIBLE 8IN ELEC	\$405	\$893	\$2,175
801	1280	PUMP VAC ASSIST 8IN SUPER DSL	\$293	\$846	\$2,250
803	1440	PUMP VAC ASSIST SS 8IN SUPER SS DSL	\$311	\$871	\$2,250
920	9074	MULTI SIZE TEST BALL UP TO 48	\$239	\$788	\$2,363
814	2640	POWER UNIT 162HP HYD	\$293	\$765	\$2,400
804	1450	PUMP VAC ASSIST HIGH HEAD 4X3IN DSL	\$302	\$893	\$2,400
802	1360	PUMP VAC ASSIST SND ATT 8IN DSL	\$315	\$914	\$2,400
808	1780	PUMP VAC ASSIST 8IN ELEC	\$315	\$914	\$2,400
815	2660	PUMP SLURRY HARD IRON 15HP 4IN	\$324	\$914	\$2,415
802	1390	PUMP VAC ASSIST SND ATT CHOP 6IN DSL	\$324	\$918	\$2,438
805	1620	PUMP CENTRIFUGAL 6IN DSL	\$297	\$910	\$2,624
803	1410	PUMP VAC ASSIST SS 6IN DSL	\$315	\$978	\$2,625
803	1430	PUMP VAC ASSIST SS 6IN SUPER SS DSL	\$338	\$999	\$2,700
813	2530	PUMP BOOSTER SEWAGE 50HP ELEC	\$378	\$1,071	\$2,835
804	1530	PUMP VAC ASSIST HHEAD VN PRI 10X6IN DSL	\$383	\$1,020	\$2,880
806	1700	PUMP WELL POINT ROTARY SO ATTN 12IN DSL	\$329	\$1,037	\$2,920
804	1500	PUMP VAC ASSIST HHEAD SO ATTN 6X4IN DSL	\$405	\$1,190	\$3,120
804	1470	PUMP VAC ASSIST HIGH HEAD 6X3IN DSL	\$383	\$1,088	\$3,200
821	2950	PUMP DIVISION ENGINE 6 CYL DEUTZ	\$383	\$1,169	\$3,200

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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PUMPS & ACCESSORIES

809	2240	PUMP SUBMERSIBLE 10IN ELEC	\$450	\$1,275	\$3,375
801	1290	PUMP VAC ASSIST 12IN DSL	\$450	\$1,275	\$3,375
803	1420	PUMP VAC ASSIST SS 6IN T4F SS DSL	\$450	\$1,275	\$3,600
804	1575	PUMP VAC ASSIST MED HEAD 10X8IN SS DSL	\$540	\$1,488	\$3,680
801	1300	PUMP VAC ASSIST 12IN SUPER DSL	\$495	\$1,488	\$3,750
804	1480	PUMP VAC ASSIST HIGH HEAD 6X4IN DSL	\$468	\$1,330	\$3,776
813	2580	PUMP BOOSTER 2 STAGE 3X4X14IN DSL	\$563	\$1,509	\$3,986
808	1800	PUMP VAC ASSIST HIGH HEAD 6X3IN ELEC	\$500	\$1,445	\$4,000
808	1810	PUMP VAC ASSIST HIGH HEAD 8X6IN ELEC	\$500	\$1,445	\$4,000
802	1370	PUMP VAC ASSIST SND ATT 12IN DSL	\$585	\$1,573	\$4,125
804	1490	PUMP VAC ASSIST HIGH HEAD 6X4IN T4F DSL	\$518	\$1,466	\$4,140
804	1560	PUMP VAC ASSIST HIGH HEAD 6X3IN SS DSL	\$540	\$1,530	\$4,200
821	2980	PUMP BOOSTER 125HP 460V ELEC	\$630	\$1,679	\$4,560
821	2960	PUMP DIVISION ENGINE 6 CYL DEERE	\$630	\$1,679	\$4,560
804	1580	PUMP VAC ASSIST MHEAD SO ATTN 10X8IN DSL	\$428	\$1,275	\$4,799
821	2970	PUMP SEALED PRIME HIGH HEAD 5X4 DSL	\$585	\$1,743	\$4,800
804	1550	PUMP VAC ASSIST MEDIUM HEAD 10X8IN DSL	\$540	\$1,913	\$4,920
805	1640	PUMP SPLIT CASE 425HP DSL	\$630	\$1,785	\$4,960
804	1510	PUMP VAC ASSIST HIGH HEAD 6X5IN DSL	\$630	\$1,785	\$5,040
801	1320	PUMP VAC ASSIST 14IN DSL	\$806	\$2,253	\$5,246
804	1570	PUMP VAC ASSIST HIGH HEAD 10X8IN SS DSL	\$720	\$1,913	\$5,332
804	1520	PUMP VAC ASSIST HIGH HEAD 8X6IN DSL	\$765	\$2,083	\$5,432
801	1330	PUMP VAC ASSIST 18IN DSL	\$945	\$2,593	\$6,746
804	1590	PUMP VAC ASSIST HHEAD 600HP 8X6IN DSL	\$990	\$2,550	\$6,800
804	1540	PUMP VAC ASSIST HIGH HEAD 10X8IN DSL	\$896	\$2,486	\$7,464
814	2650	SLUDGEMASTER HYD	\$945	\$2,678	\$7,600
804	1600	PUMP VAC ASSIST HHEAD 600HP 10X8IN DSL	\$1,080	\$2,856	\$7,996
802	1380	PUMP VAC ASSIST SND ATT 14IN DSL	\$1,080	\$3,060	\$8,640
815	2670	PUMP SLURRY HARD IRON 75HP 6IN	\$1,350	\$3,902	\$10,500

SAWS & ACCESSORIES

100	6500	SAW JIG HAND HELD ELEC	\$9	\$16	\$34
100	6570	SAW RECIPROCATING HAND ELEC	\$18	\$64	\$135
100	6560	SAW RECIPROCATING HAND BATTERY	\$18	\$64	\$135
100	6550	SAW CIRCULAR 7 1/4 IN METAL CUTTING ELEC	\$18	\$64	\$135
100	6540	SAW WORM DRIVE TYPE 7-14IN ELEC	\$18	\$64	\$135
100	6510	SAW CIRCULAR 7 1/4IN BLADE ELEC	\$18	\$64	\$135
100	6680	SAW FLUSH CUT ELEC	\$32	\$83	\$185
120	3600	SAW CIRCULAR 8 1/4INCH AIR	\$27	\$72	\$203
100	6670	SAW TOE KICK ELEC	\$27	\$72	\$203
100	6520	SAW CIRCULAR 10 1/4IN BLADE ELEC	\$27	\$96	\$203

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>SAWS &amp; ACCESSORIES</b>					
120	3630	SAW BAND HAND AIR	\$36	\$96	\$244
120	3620	SAW HACK HAND HELD AIR	\$36	\$96	\$244
120	3610	SAW RECIPROCATING HAND AIR	\$36	\$96	\$244
120	3640	SAW TIG AIR	\$36	\$96	\$244
100	6610	SAW MITER SLIDE COMPOUND 10 IN ELEC	\$36	\$128	\$270
100	6710	SAW BANDSAW HAND ELEC	\$36	\$128	\$270
100	6640	SAW CHOP 14IN BLADE ELEC	\$36	\$128	\$270
100	6630	SAW MITER COMPOUND 12 IN ELEC	\$41	\$144	\$304
100	6620	SAW MITER SLIDE COMPOUND 12 IN ELEC	\$41	\$144	\$304
100	6650	SAW TABLE 10IN BLADE ELEC	\$41	\$144	\$304
115	2700	CHAIN SAW 16IN ELECTRIC	\$41	\$144	\$304
100	6530	SAW CIRCULAR 16 IN ELEC	\$45	\$160	\$338
115	2760	CHAIN SAW 14IN GAS	\$50	\$176	\$371
100	6720	SAW CLAMP PIPE ELEC	\$68	\$148	\$371
115	2770	CHAIN SAW 16IN GAS	\$50	\$176	\$371
115	2790	CHAIN SAW 20IN GAS	\$59	\$208	\$439
115	2780	CHAIN SAW 18IN GAS	\$59	\$208	\$439
115	2800	CHAIN SAW 24IN GAS	\$68	\$240	\$506
115	2810	CHAIN SAW 25IN GAS	\$68	\$240	\$506
115	2820	CHAIN SAW 28IN GAS	\$77	\$272	\$574
115	2840	CHAIN SAW 32IN GAS	\$77	\$272	\$574
115	2890	CHAIN SAW CONCRETE 12-16IN GAS	\$113	\$392	\$859
<b>SCAFFOLDING</b>					
931	5254	UTILITY SCAFFOLD CASTER 5	\$2	\$3	\$9
931	5054	SCAFFOLD CROSS BRACE W/HOLE 10X27 SPACE	\$1	\$4	\$9
931	5050	SCAFFOLD CROSS BRACE W/HOLE 7X27 SPACE	\$2	\$5	\$10
931	5092	SCAFFOLD OUTRIGGER 30	\$3	\$7	\$11
931	5056	SCAFFOLD CROSS BRACE W/NOTCH 10X27 SPACE	\$6	\$7	\$11
931	5156	SCAFFOLD SIDE TOEBOARD 7	\$2	\$4	\$11
931	5103	SCAFFOLD LEVELING JACK W/O BASE PLATE	\$4	\$6	\$12
931	5142	SCAFFOLD END SAFETY PANEL W/TOEBOARD 5	\$3	\$7	\$12
931	5148	SCAFFOLD SIDE SAFETY PANEL 10	\$3	\$7	\$12
931	5160	SCAFFOLD SIDE TOEBOARD 10	\$2	\$6	\$15
931	5146	SCAFFOLD SIDE SAFETY PANEL 7	\$3	\$8	\$16
931	5106	SCAFFOLD LEVELING JACK W/BASE PLATE	\$7	\$9	\$16
931	5176	SCAFFOLD CASTER 8	\$6	\$9	\$17
931	5252	UTILITY SCAFFOLD ARM BRACE 6	\$7	\$12	\$24
931	5035	SCAFFOLD WALK THRU FRAME 1-5/8 5X6.5	\$5	\$8	\$24
931	5004	SCAFFOLD STEP FRAME 1-5/8 5X5	\$9	\$14	\$26
931	5002	SCAFFOLD STEP FRAME 1-5/8 5X3	\$6	\$11	\$28

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SCAFFOLDING</b>					
931	5028	SCAFFOLD LADDER FRAME 1-5/8 28X6	\$6	\$11	\$29
931	5260	UTILITY SCAFFOLD DECK WOOD 6	\$8	\$17	\$30
931	5250	UTILITY SCAFFOLD FRAME 65X29	\$10	\$16	\$31
931	5210	SCAFFOLD WALKBOARD 7	\$6	\$12	\$31
931	5215	SCAFFOLD WALKBOARD 10	\$11	\$20	\$40
931	5193	SHORING POST ADJ 7-11 FT	\$20	\$41	\$69
931	5190	SHORING POST ADJ 6-10 FT	\$19	\$39	\$70
931	5408	EA POLE F/ALUM PUMP JACK SYST 24	\$16	\$45	\$117
931	5410	EA PUMP JACK F/ALUM PUMP JACK SYST	\$17	\$66	\$165
931	5423	NEST ALUM LADDER PLANK 20X16	\$22	\$88	\$219
931	5426	NEST ALUM LADDER PLANK 20X24	\$27	\$98	\$239
<b>SMALL TOOLS - AIR &amp; ACCESSORIES</b>					
100	1570	DRILL 3/8IN BATTERY	\$18	\$64	\$135
100	1550	DRILL 1/2IN ELEC	\$18	\$64	\$135
100	1520	DRILL 3/8IN ELEC	\$18	\$64	\$135
100	1560	DRILL 3/4IN ELEC	\$23	\$80	\$169
100	1580	DRILL 1/2IN BATTERY	\$23	\$80	\$169
100	1420	CORE DRILL UP TO 3IN HAND HELD ELEC	\$86	\$304	\$641
100	1440	CORE DRILL UPTO 6IN HAND HELD/STAND ELEC	\$90	\$320	\$675
100	1470	CORE DRILL UP TO 12IN STAND ELEC	\$104	\$368	\$776
100	1480	CORE DRILL UP TO 24IN STAND HYDRAULIC	\$117	\$400	\$900
<b>SMALL TOOLS - AIR TOOLS AND ACCESSORIES</b>					
135	2550	RATCHET 1/2INCH AIR	\$14	\$48	\$101
120	3050	GRINDER DIE 1/4IN AIR	\$14	\$36	\$101
120	3040	GRINDER DIE RIGHT ANGLE 1/4IN AIR	\$14	\$36	\$101
120	3030	GRINDER STRAIGHT AIR	\$14	\$36	\$101
120	3025	GRINDER VERTICAL 7 IN AIR	\$19	\$67	\$126
120	3000	GRINDER BATWING 7INCH AIR	\$18	\$48	\$135
120	3020	GRINDER HORIZ 7 IN AIR	\$18	\$48	\$135
120	3010	GRINDER ANGLE 4 IN AIR	\$18	\$48	\$135
120	3500	DRILL HORIZ 1/2INCH AIR	\$18	\$48	\$135
120	2010	RIVET BUSTER 6 IN STROKE	\$32	\$72	\$188
120	2020	CHIPPING HAMMER 4IN STROKE ROUND	\$32	\$72	\$188
135	2580	WRENCH IMPACT 1/2 AIR	\$27	\$72	\$203
135	2560	WRENCH IMPACT 3/8 AIR	\$27	\$72	\$203
135	2590	WRENCH IMPACT 3/4 AIR	\$36	\$96	\$244
135	2600	WRENCH IMPACT 1 AIR	\$45	\$116	\$300
120	1610	BREAKER 30-39LB AIR	\$41	\$144	\$304
120	1620	BREAKER 40-49LB AIR	\$45	\$160	\$338

US COMMUNITIES GOLD 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH
<u>SMALL TOOLS - AIR TOOLS AND ACCESSORIES</u>				
120	3530	DRILL MULTI VANE UP TO 7/8 AIR	\$45	\$120 \$338
120	1640	BREAKER 60-69LB AIR	\$50	\$176 \$371
120	3520	DRILL CORE 10INCH AIR	\$54	\$144 \$405
120	1750	ROCK DRILL 1-9 LB AIR	\$54	\$192 \$405
135	2610	WRENCH IMPACT 1 1/2 AIR	\$68	\$156 \$416
135	2620	WRENCH IMPACT SPLINE 1 1/2 AIR	\$68	\$156 \$416
135	2640	WRENCH IMPACT SPLINE AIR	\$68	\$156 \$416
120	1760	ROCK DRILL 10-19 LB AIR	\$59	\$208 \$439
120	1780	ROCK DRILL 30-39 LB AIR	\$63	\$224 \$473
120	1655	BREAKER 80-89LB AIR	\$63	\$224 \$473
120	1660	BREAKER 90-99LB AIR	\$63	\$224 \$473
135	2570	WRENCH IMPACT 2 1/2 AIR	\$72	\$176 \$495
135	2630	WRENCH IMPACT 3 1/2 AIR	\$72	\$176 \$495
120	2030	RIVET BUSTER 8IN STROKE	\$68	\$240 \$506
120	2040	RIVET BUSTER 11IN STROKE	\$72	\$256 \$540
120	1800	ROCK DRILL 40-49 LB AIR	\$72	\$256 \$540
120	1820	ROCK DRILL 60-69 LB AIR	\$77	\$272 \$574
120	1810	ROCK DRILL 50-59 LB AIR	\$77	\$272 \$574
135	2750	NUTRUNNER 3/4IN 1K FT/LB	\$108	\$268 \$750
120	1900	ROCK SPLITTER	\$95	\$299 \$831
120	1910	ROCK SPLITTER POWER BOX	\$109	\$333 \$988
140	3540	DIESEL PARTICULATE FILTER FTF	\$518	\$924 \$1,301
135	2755	NUTRUNNER AIR 1000 FT/LBS SQ 1IN	\$202	\$586 \$1,650
135	2757	NUTRUNNER 1SQ 3K FT/LB	\$270	\$640 \$1,800
135	2760	NUTRUNNER AIR 4000 FT/LBS SQ 1-1/2IN	\$301	\$808 \$2,265
<u>SMALL TOOLS - DRILL EQUIPMENT AND TOOLS</u>				
902	5405	NARROW CHISEL F/RCRS CHIPPER	\$7	\$21 \$62
902	5400	MOIL POINT F/RCRS CHIPPER	\$7	\$21 \$62
902	5105	NARROW CHISEL F/BREAKER 1 SHANK	\$7	\$21 \$62
902	5100	POINT F/BREAKER 1 SHANK	\$7	\$21 \$62
902	5850	POINT F/JUMBO RIVET BUSTER	\$7	\$21 \$63
902	5855	CHISEL F/JUMBO RIVET BUSTER	\$7	\$21 \$63
902	5850	POINT F/JUMBO RIVET BUSTER	\$7	\$21 \$63
902	5855	CHISEL F/JUMBO RIVET BUSTER	\$7	\$21 \$63
902	1105	NARROW CHISEL F/TE-S DEMO HAMMER	\$7	\$21 \$63
902	1100	POINT F/TE-S DEMO HAMMER	\$7	\$21 \$63
902	5505	NARROW CHISEL F/OCRS CHIPPER	\$7	\$22 \$65
902	5300	POINT F/BREAKER 1-1/4 SHANK	\$9	\$26 \$78
902	5210	WIDE CHISEL F/BREAKER 1-1/8 SHANK	\$9	\$26 \$78
902	5205	NARROW CHISEL F/BREAKER 1-1/8 SHANK	\$9	\$26 \$78

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - DRILL EQUIPMENT AND TOOLS</b>					
902	5200	POINT F/BREAKER 1-1/8 SHANK	\$9	\$26	\$78
902	5110	WIDE CHISEL F/BREAKER 1 SHANK	\$9	\$26	\$78
902	5305	NARROW CHISEL F/BREAKER 1-1/4 SHANK	\$9	\$26	\$78
902	1110	WIDE CHISEL F/TE-S DEMO HAMMER	\$9	\$27	\$79
902	5125	CLAY SPADE F/BREAKER 1 SHANK	\$9	\$27	\$79
902	5215	ASPHALT CUTTER F/BREAKER 1-1/8 SHANK	\$11	\$32	\$94
902	5225	CLAY SPADE F/BREAKER 1-1/8 SHANK	\$11	\$32	\$95
902	5430	BUSHING TOOL F/RCRS CHIPPER	\$14	\$42	\$125
903	1000	DIAMOND HI SPD BLADE CONCRETE 12-16	\$23	\$66	\$197
903	1010	DIAMOND HI SPD BLADE ASPHALT 12-16	\$23	\$66	\$197
903	2080	DIAMOND CORE BIT 2-1/2	\$23	\$67	\$198
903	2070	DIAMOND CORE BIT 2	\$23	\$67	\$198
902	1140	FLEX SCRAPER CHISEL F/TE-S HAMMER	\$23	\$67	\$199
903	2085	DIAMOND CORE BIT 3	\$27	\$81	\$238
903	2090	DIAMOND CORE BIT 3-1/2	\$28	\$81	\$239
903	2095	DIAMOND CORE BIT 4	\$32	\$95	\$279
903	2100	DIAMOND CORE BIT 4-1/2	\$33	\$96	\$280
903	2110	DIAMOND CORE BIT 5	\$37	\$109	\$320
903	1060	DIAMOND ROAD SAW BLD ASPHALT 14-16	\$50	\$148	\$437
903	1050	DIAMOND ROAD SAW BLD CONCRETE 14-16	\$50	\$149	\$446
130	1210	DRILL MAGNETIC BASE 1/2IN ELEC	\$63	\$168	\$473
903	2125	DIAMOND CORE BIT 6	\$55	\$162	\$476
130	1220	DRILL MAGNETIC BASE 3/4IN ELEC	\$77	\$204	\$574
902	6243	CARBIDE GRINDING HEAD 17	\$78	\$234	\$704
130	1240	DRILL MAGNETIC BASE 1-5/8 TO 2IN ELEC	\$99	\$264	\$743
130	1230	DRILL MAGNETIC BASE 1 TO 1-1/2IN ELEC	\$99	\$264	\$743
903	2150	DIAMOND CORE BIT 8	\$87	\$255	\$753
903	1080	DIAMOND ROAD SAW BLD ASPHALT 18-22	\$89	\$265	\$786
903	1070	DIAMOND ROAD SAW BLD CONCRETE 18-22	\$89	\$265	\$786
130	1250	DRILL MAGNETIC BASE 2 TO 2-1/2IN ELEC	\$108	\$288	\$810
130	1260	DRILL MAGNETIC BASE 3IN ELEC	\$122	\$324	\$911
130	1280	DRILL MAGNETIC BASE 2-1/6IN AIR	\$126	\$336	\$945
903	2170	DIAMOND CORE BIT 10	\$117	\$347	\$1,025
903	1090	DIAMOND ROAD SAW BLD CONCRETE 24-28	\$135	\$400	\$1,184
903	1100	DIAMOND ROAD SAW BLD ASPHALT 24-28	\$135	\$405	\$1,215
903	2180	DIAMOND CORE BIT 12	\$161	\$478	\$1,417
903	1110	DIAMOND ROAD SAW BLD CONCRETE 30-36	\$184	\$541	\$1,592
903	1120	DIAMOND ROAD SAW BLD ASPHALT 30-36	\$184	\$541	\$1,592
902	6229	DIAMOND INSERTS F/FLOOR GRINDER	\$222	\$664	\$1,813

**SMALL TOOLS - ELECTRICAL EQUIPMENT**

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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SMALL TOOLS - ELECTRICAL EQUIPMENT

554	0020	POWER STRIP 6X20A OUTLET 6'	\$7	\$7	\$16
553	0055	CIRCUIT BREAKER 600V / 150A	\$9	\$9	\$23
553	0005	CIRCUIT BREAKER, 480V/50A	\$5	\$11	\$30
514	1150	EXTENSION CORD 14/3 X 50'	\$5	\$13	\$32
553	0040	CIRCUIT BREAKER 600V / 60A	\$5	\$14	\$41
553	0045	CIRCUIT BREAKER 600V / 30A	\$5	\$14	\$41
514	1145	EXTENSION CORD 14/3 X 100'	\$6	\$16	\$41
553	0035	CIRCUIT BREAKER 600V / 100A	\$5	\$14	\$41
553	0002	CIRCUIT BREAKER, 480V/20A	\$7	\$20	\$58
553	0050	CIRCUIT BREAKER 600V / 250A	\$7	\$22	\$63
553	0030	CIRCUIT BREAKER 600V / 200A	\$9	\$27	\$81
553	0004	CIRCUIT BREAKER, 480V/40A	\$13	\$34	\$97
553	0003	CIRCUIT BREAKER, 480V/30A	\$39	\$78	\$122
553	0010	CIRCUIT BREAKER, 480V/100A	\$39	\$80	\$124
553	0015	CIRCUIT BREAKER, 480V/225A	\$50	\$92	\$148
553	0061	ADJ CIRCUIT BREAKER 600V 70-250A	\$27	\$72	\$198
553	0009	CIRCUIT BREAKER 480V 80A	\$27	\$81	\$243
553	0060	CIRCUIT BREAKER 600V / 125A	\$77	\$131	\$284
553	0025	CIRCUIT BREAKER 600V / 400A	\$84	\$142	\$296
553	0027	CIRCUIT BREAKER 600V / 600A	\$99	\$160	\$325

SMALL TOOLS - GRINDING & PLANING EQUIPMENT

100	4850	GRINDER RIGHT ANGLE 9 IN ELEC	\$14	\$36	\$71
100	4510	GRINDER DIE 2-1/2 IN ELEC	\$14	\$36	\$71
100	4830	GRINDER RIGHT ANGLE 6 IN ELEC	\$14	\$36	\$71
100	4500	GRINDER DIE 2 IN ELEC	\$14	\$36	\$71
100	4490	GRINDER DIE 1-1/2 IN ELEC	\$14	\$36	\$71
100	4840	GRINDER RIGHT ANGLE 7 IN ELEC	\$14	\$36	\$71
100	4820	GRINDER RIGHT ANGLE 5 IN ELEC	\$14	\$36	\$71
100	4810	GRINDER R-ANGLE 4-1/2IN ELEC	\$14	\$36	\$71
100	4570	GRINDER DIAMOND 6IN DUSTLESS ELEC	\$104	\$368	\$776

SMALL TOOLS - HAND TOOLS

100	6250	GUN HEAT UP TO 1000 DEGREE ELEC	\$9	\$16	\$34
130	2150	DIE KIT FOR 6AWG TO 750KCMIL ALUM CONN	\$14	\$32	\$75
130	2160	DIE KIT FOR 6AWG TO 750KCMIL COPPER CONN	\$14	\$32	\$75
100	6100	SCREWGUN	\$14	\$40	\$75
130	1300	KNOCKOUT SET/2 HYD	\$10	\$19	\$76
130	1450	SHEARS SHEET METAL ELEC	\$14	\$36	\$83
100	6210	ROUTER HAND HELD STANDARD ELEC	\$23	\$52	\$105
100	6150	PLANER HAND HELD 1 TO 3-1/4 IN ELEC	\$27	\$72	\$143

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>SMALL TOOLS - HAND TOOLS</u>					
100	6000	DRILL 1/2 IN RIGHT ANGLE ELECTRIC	\$23	\$80	\$169
130	1760	PUMP TORQUE WRENCH AIR/HYD	\$23	\$80	\$169
100	5990	DRILL 3/8 IN RIGHT ANGLE ELEC	\$23	\$80	\$169
100	6020	DRILL 12IN RIGHT ANGLE PLUNGE ELEC	\$23	\$80	\$169
130	1650	WRENCH IMPACT 1/2IN BATTERY	\$23	\$80	\$169
130	1460	SHEARS CEMENT SIDING ELEC	\$32	\$76	\$184
100	6110	SCREWGUN W/ AUTO FEED	\$36	\$92	\$199
100	5670	NAILER SIDING AIR	\$27	\$96	\$203
100	5620	NAILER FRAMING AIR	\$27	\$96	\$203
100	5630	NAILER FINISHING AIR	\$27	\$96	\$203
100	5640	NAILER ROOFING AIR	\$27	\$96	\$203
100	5650	STAPLER FLOORING AIR	\$27	\$96	\$203
115	4010	CHARGER BATTERY 1 TO 24 V	\$27	\$72	\$203
100	6040	DRILL GAS	\$32	\$112	\$236
100	5540	SPRAYER TEXTURE DRYWALL MACHINE	\$36	\$120	\$255
130	1850	NIBBLER 10 GAUGE ELEC	\$45	\$120	\$270
130	1670	WRENCH IMPACT 1/2IN ELEC	\$36	\$96	\$270
120	1695	CLAY DIGGER 20-29 LB AIR	\$36	\$128	\$270
120	1510	CHIPPING HAMMER RETAINER 7-12 LB AIR	\$41	\$144	\$304
120	1700	CLAY DIGGER 30-39 LB AIR	\$41	\$144	\$304
120	1520	CHIPPING HAMMER RETAINER 13-20 LB AIR	\$41	\$144	\$304
130	1680	WRENCH IMPACT 3/4IN ELEC	\$41	\$108	\$304
135	3790	SPLITTER NUT 50-60 50 T HYD	\$41	\$108	\$304
130	1720	SHEAR WRENCH 5/8-3/4-7/8IN ELECTRIC	\$81	\$180	\$338
130	1690	WRENCH IMPACT 1IN ELEC	\$45	\$120	\$338
120	1540	CHIPPING HAMMER RETAINER 26-31 LB AIR	\$45	\$160	\$338
100	6200	PLANER BENCH 12 IN ELEC	\$68	\$200	\$368
130	1950	CRIMPING TOOL 12TON 120V BATTERY	\$45	\$160	\$375
100	5530	SPRAYER ACOUSTICAL STANDARD	\$63	\$224	\$473
100	5510	SPRAYER PAINT MEDIUM AIRLESS	\$68	\$240	\$506
130	1750	PUNCH HYDRAULIC 35 TON	\$72	\$256	\$540
130	1550	CABLE CRIMPER W/ DIE KIT 12T MANUAL HYD	\$72	\$192	\$563
100	5500	SPRAYER PAINT STANDARD AIRLESS	\$90	\$316	\$566
100	6050	DRILL TEE FORMING ELEC	\$99	\$236	\$600
100	5550	SPRAYER ACOUSTICAL LARGE	\$104	\$280	\$619
120	3990	PIERCING TOOL 2 IN AIR	\$131	\$292	\$825
120	4000	PIERCING TOOL 3 IN AIR	\$203	\$480	\$1,350
130	1560	CABLE CRIMPER W/ DIE KIT 15 T BATTERY	\$216	\$520	\$1,350
120	4010	PIERCING TOOL 4 IN AIR	\$293	\$1,040	\$2,194

SMALL TOOLS - HOIST & LIFTING EQUIPMENT

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - HOIST &amp; LIFTING EQUIPMENT</b>					
481	1524	JACK BOTTLE STANDARD 5 T 4 IN	\$4	\$14	\$26
480	1520	PRY BAR	\$5	\$12	\$34
481	1548	JACK BOTTLE STANDARD 12 T 5 IN	\$5	\$19	\$37
480	2120	HOIST CHAIN 1/2 TON 8-15	\$7	\$17	\$46
481	1566	JACK BOTTLE STANDARD 22 T 6 IN	\$6	\$26	\$51
480	2140	HOIST CHAIN 1/2 TON 20	\$9	\$22	\$59
481	1030	CYLINDER HYD LP PANCAKE SA 10 T >1 IN	\$8	\$31	\$60
481	1012	CYLINDER HYD LP PANCAKE SA 5 T >1 IN	\$8	\$31	\$61
480	2160	HOIST 1/2 TON CHAIN W/OVERLOAD 20	\$10	\$24	\$64
481	1018	CYLINDER HYD GENERAL SA 5 T 5 IN	\$8	\$33	\$67
481	1032	CYLINDER HYD GENERAL SA 10 T 1 IN	\$9	\$36	\$71
480	1620	HOIST 3/4 TON LEVER 20	\$12	\$26	\$71
480	2220	HOIST CHAIN 1 TON 20-40	\$10	\$27	\$72
481	1036	CYLINDER HYD GENERAL SA 10 T 2 IN	\$9	\$37	\$73
480	1640	HOIST 3/4 TON LEVER W/OVERLOAD 20	\$13	\$28	\$75
480	1680	HOIST 1 TON LEVER	\$13	\$28	\$75
481	1040	CYLINDER HYD GENERAL SA 10 T 4 IN	\$10	\$40	\$79
480	1710	HOIST 1-1/2 TON LEVER 5 - 10	\$14	\$30	\$81
480	1700	HOIST 1 TON LEVER W/OVERLOAD 20	\$14	\$30	\$81
480	2180	HOIST 1 TON CHAIN W/OVERLOAD 20	\$12	\$31	\$85
480	1720	HOIST 1 1/2 TON LEVER 15	\$14	\$32	\$86
481	1028	CYLINDER HYD THREADED END SA 10 T >1 IN	\$11	\$43	\$86
480	1740	HOIST 1 1/2 TON LEVER 20	\$14	\$32	\$86
481	1042	CYLINDER HYD GENERAL SA 10 T 6 IN	\$11	\$44	\$88
481	1034	CYLINDER HYD SHORTY SA DA 10 T 1 IN	\$11	\$44	\$88
480	2200	HOIST 1 TON CHAIN W/OVERLOAD 30	\$13	\$33	\$90
481	1072	CYLINDER HYD GENERAL SA 15 T 2 IN	\$12	\$47	\$94
480	1760	HOIST 1 1/2 TON LEVER W/OVERLOAD 20	\$16	\$36	\$96
480	2340	HOIST CHAIN 2 TON 20-40	\$14	\$36	\$97
480	2240	HOIST CHAIN 1-1/2 TON 20-40	\$14	\$36	\$97
481	1048	CYLINDER HYD GENERAL SA 10 T 8 IN	\$14	\$53	\$105
480	1780	HOIST 2 TON LEVER W/OVERLOAD 20	\$18	\$40	\$107
481	1052	CYLINDER HYD GENERAL SA 10 T 10 IN	\$14	\$54	\$107
481	1106	CYLINDER HYD GENERAL SA 25 T 1 IN	\$14	\$55	\$109
481	1076	CYLINDER HYD GENERAL SA 15 T 6 IN	\$14	\$57	\$113
481	1108	CYLINDER HYD GENERAL SA 25 T 2 IN	\$14	\$58	\$115
480	2260	HOIST 1 1/2 TON CHAIN W/OVERLOAD 20FT	\$17	\$43	\$115
480	2280	HOIST 1 1/2TON CHAIN W/OVERLOAD 30FT	\$18	\$46	\$123
480	1820	HOIST 3 TON LEVER 15	\$21	\$46	\$124
480	1860	HOIST 3 TON LEVER 20-30	\$21	\$46	\$124
481	1110	CYLINDER HYD GENERAL SA 25 T 4 IN	\$16	\$63	\$126

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - HOIST &amp; LIFTING EQUIPMENT</b>					
480	1840	HOIST 3 TON LEVER W/ OVERLOAD 20	\$22	\$48	\$128
480	2320	HOIST CHAIN 2 TON 8-15	\$19	\$48	\$129
481	1092	CYLINDER HYD SHORTY SA DA 20 T 1 IN	\$16	\$66	\$131
480	5560	PORTAPOWER PUMP 2 SPEED MANUAL	\$23	\$45	\$131
480	5540	PORTAPOWER PUMP 1 SPEED MANUAL	\$23	\$45	\$131
480	1040	EQUIPMENT DOLLY 1200LB CAP	\$18	\$48	\$135
481	1066	CYLINDER HYD CENTER HOLE SA 12 T 1 IN	\$17	\$68	\$135
480	1800	HOIST 2 1/2 TON LEVER 20	\$20	\$50	\$136
480	2380	HOIST CHAIN 2TON MANUAL 30	\$20	\$50	\$136
480	2300	HOIST 2 TON CHAIN W/OVERLOAD 20	\$20	\$50	\$136
480	2400	HOIST CHAIN 3 TON 20-40	\$21	\$52	\$141
481	1090	CYLINDER HYD LP PANCAKE SA 20 T >1 IN	\$18	\$73	\$145
481	1112	CYLINDER HYD GENERAL SA 25 T 6 IN	\$18	\$73	\$145
481	1138	CYLINDER HYD SHORTY SA DA 30 T 2 IN	\$19	\$74	\$147
480	2460	HOIST CHAIN 3TON MANUAL 20	\$24	\$60	\$162
480	2440	HOIST CHAIN 3 TON 8-15	\$24	\$60	\$162
480	2480	HOIST CHAIN 3TON MANUAL 30	\$25	\$62	\$167
480	2420	HOIST 3 TON CHAIN W/OVERLOAD 20	\$25	\$62	\$167
480	1880	HOIST 6 TON LEVER 5 - 10	\$28	\$62	\$167
481	1132	CYLINDER HYD LP PANCAKE SA 30 T >1 IN	\$21	\$84	\$167
480	1900	HOIST 6 TON LEVER W/ OVERLOAD 20	\$30	\$66	\$178
481	1164	CYLINDER HYD SHORTY SA DA 50 T 2 IN	\$23	\$90	\$180
481	1526	JACK TOE ECONOMY 5 T 4 IN	\$23	\$92	\$183
481	1118	CYLINDER HYD GENERAL SA 25 T 8 IN	\$23	\$95	\$188
480	3430	MATERIAL LIFT 1000 LBS 5 FT MANUAL	\$24	\$71	\$203
481	1134	CYLINDER HYD GENERAL SA 30 T 2 IN	\$26	\$105	\$210
481	1056	CYLINDER HYD PUSH/PULL DA 10-4 T 10 IN	\$27	\$108	\$216
481	1120	CYLINDER HYD GENERAL SA 25 T 10 IN	\$28	\$112	\$222
480	1320	MACHINE ROLLERS 3 TON SET OF 4	\$45	\$120	\$225
481	1154	CYLINDER HYD GENERAL SA 30 T 8 IN	\$28	\$113	\$225
480	2540	HOIST CHAIN 5 TON 20-40	\$33	\$84	\$226
480	2500	HOIST CHAIN 5 TON 8-15	\$33	\$84	\$226
480	2560	HOIST CHAIN 5TON MANUAL 30	\$36	\$90	\$244
481	1186	CYLINDER HYD GENERAL SA 55 T 6 IN	\$32	\$124	\$248
480	2520	HOIST 5 TON CHAIN W/OVERLOAD 20FT	\$37	\$93	\$251
481	1126	CYLINDER HYD GENERAL SA 25 T 14 IN	\$32	\$128	\$256
481	1242	CYLINDER HYD SHORTY SA DA 100 T 2 IN	\$33	\$132	\$265
481	1158	CYLINDER HYD GENERAL SA 35 T 2 IN	\$38	\$150	\$300
481	1150	CYLINDER HYD CENTER HOLE SA 30 T 6 IN	\$41	\$166	\$331
480	3420	HOIST CHAIN 1 TON ELEC 10-30	\$52	\$131	\$354
480	1390	MACHINE ROLLERS 30 TON SET OF 4	\$54	\$192	\$360

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - HOIST &amp; LIFTING EQUIPMENT</b>					
480	1340	MACHINE ROLLERS 8 TON SET OF 4	\$68	\$200	\$375
480	3440	MATERIAL LIFT 650 LBS 8 FT MANUAL	\$48	\$190	\$405
481	1127	CYLINDER HYD GENERAL SA 27 T 6 IN	\$45	\$135	\$405
480	1360	MACHINE ROLLERS 15 TON SET OF 4	\$77	\$220	\$413
480	3040	POWERED HAND CRANE 300 LBS CAP BATT	\$62	\$155	\$419
480	2680	HOIST CHAIN AIR 3 TON	\$62	\$155	\$419
481	1189	CYLINDER HYD PUSH/PULL DA 55-28 T 4 IN	\$56	\$221	\$442
480	2600	HOIST CHAIN 8TON MANUAL 20	\$67	\$166	\$449
480	1420	MACHINE ROLLERS 60 TON SET OF 4	\$86	\$240	\$450
480	1440	MACHINE ROLLERS 70 TON SET OF 4	\$99	\$264	\$495
480	1060	DOLLY STAIR CLIMBER 1500# CAP	\$68	\$240	\$506
480	1925	MATERIAL LIFT 1500 LBS 15 FT ROUSTABOUT	\$72	\$256	\$540
480	2620	HOIST CHAIN 10 TON 8-15	\$81	\$202	\$546
480	3480	MATERIAL LIFT 650 LBS 12 FT MANUAL	\$67	\$266	\$567
480	3475	MATERIAL LIFT 450 LBS 12 FT MANUAL	\$67	\$266	\$567
480	3460	MATERIAL LIFT 1000 LBS 10 FT MANUAL	\$67	\$266	\$567
480	1080	ROLALIFT 6000LBS HYD DOLLY	\$77	\$272	\$574
480	2640	HOIST CHAIN 10 TON 20-30	\$86	\$214	\$577
480	1350	MACHINE ROLLERS 12 TON SET OF 4	\$88	\$314	\$588
480	5520	PUMP PORTA POWER ELECTRIC	\$113	\$329	\$591
480	1930	MATERIAL LIFT 1500 LBS 18 FT ROUSTABOUT	\$81	\$288	\$608
480	2660	HOIST 5 TON CHAIN ELEC	\$90	\$226	\$610
480	1920	MATERIAL LIFT 1500 LBS 25 FT ROUSTABOUT	\$86	\$304	\$641
481	1260	CYLINDER HYD PUSH/PULL DA 100-44 T 6 IN	\$81	\$323	\$646
480	3500	MATERIAL LIFT 300 LBS 12 FT PNEUMATIC	\$76	\$304	\$648
480	3520	MATERIAL LIFT 650 LBS 15 FT MANUAL	\$76	\$304	\$648
480	3525	MATERIAL LIFT 450 LBS 16 FT MANUAL	\$76	\$304	\$648
480	3560	MATERIAL LIFT 250 LBS 18 FT PNEUMATIC	\$76	\$304	\$648
480	3540	MATERIAL LIFT 650 LBS 18 FT MANUAL	\$76	\$304	\$648
480	3510	MATERIAL LIFT 350 LBS 13 FT MANUAL	\$76	\$304	\$648
481	1122	CYLINDER HYD PUSH/PULL DA 25-11 T 10 IN	\$86	\$346	\$690
480	3580	MATERIAL LIFT 650 LBS 20 FT MANUAL	\$90	\$361	\$770
480	3600	MATERIAL LIFT 650 LBS 24 FT MANUAL	\$90	\$361	\$770
480	3620	MATERIAL LIFT 650 LBS 25 FT MANUAL	\$90	\$361	\$770
480	3660	MATERIAL LIFT 1100 LBS 15 FT MANUAL	\$95	\$380	\$810
481	1250	CYLINDER HYD CENTER HOLE SA 100 T 3 IN	\$108	\$432	\$864
481	1162	CYLINDER HYD GENERAL SA 50 T 2 IN	\$113	\$450	\$900
480	1030	RAMP LOADING	\$144	\$336	\$1,100
480	2175	HOIST CHAIN AIR 1 TON 30-50	\$166	\$665	\$1,260

**SMALL TOOLS - IMPACT WRENCHES & ACCESSORIES**

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - IMPACT WRENCHES &amp; ACCESSORIES</b>					
135	3390	WRENCH TORQUE 3/8 10-100 FT/LBS MANUAL	\$9	\$24	\$68
135	3270	WRENCH TORQUE 1/2 250 FT/LBS MANUAL	\$18	\$44	\$124
135	3290	WRENCH TORQUE 3/4 600 FT/LBS MANUAL	\$18	\$44	\$124
135	3310	MULTPLY TORQUE WRENCH 3/4X1 3000 FT/LBS	\$18	\$44	\$124
135	3350	MULTIPLIER TORQUE WRENCH 1/2X3/4 MANUAL	\$18	\$44	\$124
135	3370	WRENCH TORQUE 1IN 1000 FT/LBS MANUAL	\$23	\$62	\$176
135	3230	WRENCH TORQUE POWER HEAD 2K FT/LB HYD	\$27	\$72	\$203
135	5210	TORQUE M2 HEX LINK 1-7/16 1300FT/LBS HYD	\$32	\$84	\$236
135	3410	TORQUE HEX LINK 1-5/8 2000 FT/LBS HYD	\$32	\$84	\$236
135	3430	TORQUE HEX LINK 1-13/16 2000 FT/LBS HYD	\$32	\$84	\$236
135	3550	TORQUE HEX LINK 1-7/16 2000 FT/LBS HYD	\$32	\$84	\$236
135	5205	TORQUE M2 HEX LINK 1-1/4 1300FT/LBS HYD	\$32	\$84	\$236
135	5100	DRIVER ATTACHMENT 1K FT/LB HYD	\$32	\$84	\$236
135	5220	TORQUE M2 HEX LINK 1-13/16 1300FT/LBSHYD	\$32	\$84	\$236
135	5229	TORQUE M2 HEX LINK 2 3/8"	\$54	\$100	\$263
135	3450	TORQUE HEX LINK 2-3/8 4000 FT/LBS HYD	\$36	\$96	\$270
135	3490	TORQUE HEX LINK 2-3/16 4000 FT/LBS HYD	\$36	\$96	\$270
135	3510	TORQUE HEX LINK 2-3/4 4000 FT/LBS HYD	\$36	\$96	\$270
135	3770	TORQUE HEX LINK 2 2000 FT/LB HYD	\$36	\$96	\$270
135	3750	TORQUE HEX LINK 2-9/16 4000 FT/LBS HYD	\$36	\$96	\$270
135	3670	TORQUE HEX LINK 2-15/16 4000 FT/LBS HYD	\$36	\$96	\$270
135	3435	TORQUE HEX LINK 2 4000 FT/LBS HYD	\$38	\$134	\$284
135	3470	TORQUE HEX LINK 3-1/8 8000 FT/LBS HYD	\$45	\$120	\$338
135	3570	TORQUE HEX LINK 2-9/16 8000 FT/LBS HYD	\$45	\$120	\$338
135	3690	TORQUE HEX LINK 2-3/4 8000 FT/LBS HYD	\$45	\$120	\$338
135	3210	WRENCH TORQUE POWER HEAD 4K FT/LB HYD	\$45	\$120	\$338
135	3480	TORQUE HEX LINK 2-3/8 8000 FT/LBS HYD	\$46	\$163	\$344
135	3439	TORQUE HEX LINK 2-3/8 2000 FT/LBS HYD	\$72	\$132	\$353
135	3530	TORQUE HEX LINK 3-1/2 8000 FT/LBS HYD	\$50	\$132	\$371
135	3730	TORQUE HEX LINK 2-15/16 8000FT/LBS HYD	\$50	\$132	\$371
135	3130	WRENCH TORQUE POWER HEAD 8K FT/LB HYD	\$59	\$156	\$439
135	3170	TORQUE HEX DRIVE UNIT 32K FT/LBS HYD	\$77	\$204	\$574
135	3590	TORQUE HEX LINK 3-1/2 16800 FT/LBS HYD	\$77	\$204	\$574
135	3610	TORQUE HEX LINK 3-7/8 16800 FT/LBS HYD	\$77	\$204	\$574
135	3050	WRENCH TORQUE 0.75SQ 1K FT/LB HYD	\$77	\$204	\$574
135	3710	TORQUE HEX LINK 5-3/4 HYD	\$86	\$228	\$641
135	3630	TORQUE HEX LINK 4-1/4 16800 FT/LBS HYD	\$86	\$228	\$641
135	3650	TORQUE HEX LINK 4-5/8 16800 FT/LBS HYD	\$86	\$228	\$641
135	3140	WRENCH TORQUE POWER HEAD 16K FT/LB HYD	\$86	\$304	\$641
135	3150	WRENCH TORQUE IMPACT SQ 3/4 AIR	\$158	\$420	\$1,181
135	3090	WRENCH TORQUE 1.5SQ 10K FT/LBS HYD	\$180	\$480	\$1,350

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>SMALL TOOLS - IMPACT WRENCHES &amp; ACCESSORIES</u>					
135	3070	WRENCH TORQUE 1SQ 3K FT/LB HYD	\$180	\$480	\$1,350
135	3190	WRENCH TORQUE IMPACT SQ 1 AIR	\$194	\$516	\$1,451
135	3141	WRENCH TORQUE SQ 3/4" 36V ELEC	\$251	\$668	\$1,879
135	3110	WRENCH TORQUE SQ 1-1/2 HYD	\$270	\$720	\$2,025
135	3142	WRENCH TORQUE SQ 1" 36V ELEC	\$311	\$820	\$2,306
135	3250	WRENCH TORQUE SQ 3/4 HYD	\$360	\$960	\$2,700
<u>SMALL TOOLS - LADDERS &amp; SCAFFOLD</u>					
930	4256	SECTIONS OF TANK LADDER 5	\$9	\$18	\$50
930	4310	ALUMINUM LADDER PLANK 16	\$23	\$68	\$203
930	4312	ALUMINUM LADDER PLANK 20	\$29	\$81	\$233
930	4016	ALUMINUM EXTENSION LADDER 32	\$27	\$81	\$243
930	4162	FIBERGLASS STEP LADDER 12	\$32	\$95	\$284
930	4314	ALUMINUM LADDER PLANK 24	\$32	\$95	\$284
930	4074	FIBERGLASS EXTENSION LADDER 32	\$32	\$95	\$284
930	4020	ALUMINUM EXTENSION LADDER 40	\$36	\$108	\$324
930	4082	FIBERGLASS EXTENSION LADDER 40	\$45	\$135	\$405
930	4166	FIBERGLASS STEP LADDER 16	\$45	\$135	\$405
<u>SMALL TOOLS - MISCELLANEOUS</u>					
913	4110	TIE DOWN BINDER CHAIN G7 3/8X20	\$8	\$15	\$27
912	3110	CABLE ROLLER FOR RIGTTIGHT SYSTEM	\$5	\$11	\$28
902	6500	PRESSURE WASHER HOSE 3/8X50	\$4	\$12	\$34
902	6500	PRESSURE WASHER HOSE 3/8X50	\$4	\$12	\$34
913	4122	RATCHET LOAD BINDER F/3/8-1/2 CHAIN	\$9	\$19	\$38
902	6517	COLD WATER PRESSURE WASHER GUN / WAND	\$5	\$16	\$49
930	2220	HAND DOLLY W/O STRAP 400-700# CAP	\$13	\$25	\$53
913	4106	TIE DOWN BINDER CHAIN G7 3/8 10-16	\$10	\$24	\$57
755	0620	HARNES FULL BODY	\$13	\$19	\$59
100	8300	TOOL KIT BOX	\$9	\$28	\$64
913	2252	PROPANE TANK 7 GAL/30#	\$15	\$35	\$65
930	3006	HYDRAULIC BOTTLE JACK 12T	\$7	\$22	\$65
913	2250	PROPANE TANK 5 GAL/20#	\$13	\$31	\$67
913	5210	TEMPORARY LIGHT STRING 50	\$12	\$30	\$75
913	4004	COMBINATION HITCH PINTLE & 2 BALL	\$13	\$37	\$77
911	6600	PUSH/PULL LAWN ROLLER 24	\$17	\$38	\$77
913	4006	COMBINATION HITCH PINTLE & 2-5/16 BALL	\$13	\$30	\$77
913	2254	FORKLIFT PROPANE TANK 8 GAL/33#	\$13	\$39	\$80
800	5005	ACCESSORY TOOL BOX CROSSBACK PICKUP	\$16	\$41	\$86
913	2700	GPS EQUIPPED BASIC SERVICE	\$19	\$29	\$87
913	2256	PROPANE TANK 10 GAL/40#	\$18	\$44	\$89

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>SMALL TOOLS - MISCELLANEOUS</b>					
913	2260	PROPANE TANK 25 GAL/100#	\$13	\$44	\$89
100	7040	SIDING BRAKE	\$18	\$40	\$94
912	0200	UNIV DIE HEAD F/535 & 300 1/8-2 RH NPT	\$11	\$32	\$97
930	3015	HYDRAULIC BOTTLE JACK 22T	\$11	\$32	\$97
930	3076	SCREW BOTTLE JACK 20 TON	\$11	\$32	\$97
913	2630	HOSE & PIPE STORAGE RACK	\$18	\$41	\$98
800	5006	ACCESSORY TOOL BOX SIDEMOUNT SET PICKUP	\$19	\$51	\$101
100	6900	BUFFER AUTOBODY POLISHER UP TO 9 IN ELEC	\$18	\$40	\$101
930	2222	APPLIANCE DOLLY W/STRAP 500-700# CAP	\$19	\$42	\$103
913	2208	NON FLAM FUEL TRANSFER TANK 75-110 GAL	\$88	\$97	\$113
913	2550	TRUCK ACCESSORY/UTILITY RACK	\$23	\$49	\$115
913	3052	SAFETY HARNESS & LANYARD KIT	\$22	\$44	\$123
800	5007	ACCESSORY 50GAL DSL FUEL TANK W/PUMP	\$31	\$61	\$128
913	2560	PICK UP TRUCK CAP/COVER	\$28	\$54	\$128
930	0100	TRASH CHUTE 30X4	\$19	\$42	\$128
800	5310	ACCESSORY BOOM/BASKET PROTECTIVE SYSTEM	\$135	\$135	\$135
100	7060	METAL DETECTOR TREASURE	\$18	\$52	\$135
100	7020	CARPET BONDING IRON	\$18	\$64	\$150
902	6170	EACH DYMASEG GRIND SEG GRY 18GR	\$18	\$52	\$156
902	6135	EACH DYMADOT DBL GRIND DOT PAD GRY 30GR	\$18	\$52	\$156
902	6102	EACH CARBIDE SLIDE ON STRIPSERT RT	\$18	\$53	\$156
902	6100	EACH CARBIDE SLIDE ON STRIPSERT LT	\$18	\$53	\$156
912	1520	TRISTAND PIPE VISE	\$18	\$54	\$162
800	5011	ACCESSORY LUMBER/LADDER RACK F/PICKUP	\$18	\$55	\$165
913	5212	TEMPORARY LIGHT STRING 100	\$26	\$78	\$166
913	5134	LED WORK LIGHT W/TRIPOD DUAL HEAD	\$41	\$81	\$167
100	7090	JEEPER PIPE INSPECTOR	\$23	\$60	\$169
100	8230	SAFETY LIFELINE 50	\$27	\$76	\$169
930	2070	UTILITY CART/TRAILER NHS 4X6	\$33	\$95	\$178
800	5010	ACCESSORY 100GAL DSL FUEL TANK W/PUMP	\$53	\$93	\$184
913	2720	PUMP MONITOR KIT: MODEM/SOLAR PANL	\$46	\$91	\$189
930	3060	HYDRAULIC TOE JACK 10T	\$27	\$68	\$203
930	2274	PALLET JACK	\$25	\$78	\$215
913	1039	CONTAINMENT BERM 10X10	\$26	\$75	\$218
800	5275	ACCESSORY NON MARKING TIRES	\$35	\$97	\$235
930	2078	DRYWALL/PANEL CART	\$28	\$82	\$235
100	7010	WALLPAPER REMOVER LARGE	\$32	\$112	\$236
100	7000	WALLPAPER REMOVER SMALL	\$32	\$112	\$236
100	7030	SHEETROCK JACK	\$32	\$112	\$236
911	8188	MANUAL REBAR CUTTER / BENDER 5/8 CAP	\$27	\$81	\$243
135	4060	TORQUE MULTIPLIER 25:1 1" DR	\$36	\$96	\$244

US COMMUNITIES GOLD 2019

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NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - MISCELLANEOUS</b>					
100	7110	LEVEL OPTICAL TRANSIT	\$36	\$92	\$244
930	3404	BEAM CLAMP F/4-12 BEAM 3T CAP	\$33	\$88	\$244
100	7050	METAL DETECTOR FERROUS	\$36	\$128	\$270
930	2073	TILT DEBRIS CART 1/2 CU YD	\$32	\$93	\$270
902	6533	ROTARY SURFACE CLEANER 18-20 W/O WHLS	\$32	\$93	\$275
135	6035	RR JACK TRACK HYD	\$41	\$104	\$289
135	3900	EYE WASH STATION	\$41	\$108	\$296
100	6810	STUD GUN FASTENER	\$41	\$144	\$304
913	2512	WORKSTATION PORTABLE	\$25	\$112	\$321
100	8240	SAFETY LIFELINE RETRACTABLE YOYO 60	\$32	\$112	\$322
913	1015	CONTAINMENT BERM 6X8	\$67	\$135	\$331
930	2076	TILT DEBRIS CART 1 CU YD	\$36	\$128	\$336
930	2016	MULTI POSITION CART F/ROTARY HAMMER	\$32	\$95	\$338
930	3406	BEAM CLAMP F/4-12 BEAM 5T CAP	\$40	\$119	\$351
913	3070	EYEWASH STATION	\$41	\$122	\$356
912	1510	PIPE DOLLY	\$53	\$136	\$361
913	1012	CONTAINMENT BERM 6X6	\$75	\$143	\$362
913	4504	ROAD PLATE 5X10	\$52	\$136	\$363
913	4508	ROAD PLATE 8X10	\$46	\$130	\$365
913	5130	LED AREA LIGHT W/TRIPOD	\$41	\$124	\$373
135	6025	RR IMPACT DRILL 7/16QC HYD	\$54	\$136	\$375
140	3480	DLT BACK PRESSURE MONITOR	\$375	\$375	\$375
135	6000	RR SPIKE PULLER HYD	\$54	\$136	\$375
135	6020	RR CUTOFF SAW CCW HYD	\$54	\$136	\$375
913	1027	CONTAINMENT BERM 8X10	\$43	\$128	\$380
913	1508	DIESEL EXHST SCRUBBER 91-130 HP	\$71	\$182	\$389
800	5204	ACCESSORY TRUSS BOOM W/WINCH HIGH REACH	\$57	\$139	\$415
100	7150	LEVEL CONSTRUCTION LASER	\$59	\$208	\$439
100	7170	LEVEL LASER AND CHARGER	\$59	\$208	\$439
100	7160	LEVEL LASER VISIBLE	\$59	\$208	\$439
135	6005	RR SPIKE DRIVER TALL HYD	\$63	\$160	\$450
135	6015	RR TAMPER TIE 10 GPM HYD	\$63	\$160	\$450
913	1036	CONTAINMENT BERM 9X12	\$60	\$176	\$503
100	7070	LIQUID LEAK DETECTOR	\$86	\$204	\$525
100	8220	SAFETY CONFINED SPACE ENTRY & RESCUE KIT	\$81	\$208	\$525
135	6030	RR RAIL DRILL HYD	\$77	\$200	\$559
911	4631	PIPE MOUNTING CLAMP F/HACKSAW 4-12 PIPE	\$38	\$149	\$575
913	1051	CONTAINMENT BERM 12X12	\$68	\$201	\$599
913	1033	CONTAINMENT BERM 8X16	\$69	\$207	\$620
913	4502	ROAD PLATE 5X8	\$106	\$210	\$632
913	1060	CONTAINMENT BERM 12X25	\$121	\$291	\$635

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION	DAY	WEEK	MONTH
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SMALL TOOLS - MISCELLANEOUS

913	1048	CONTAINMENT BERM 10X20	\$73	\$218	\$642
913	5152	EXP PRF LED AREA LIGHT 75W 120V	\$90	\$270	\$675
913	2236	FUEL TANK 500 GALLON	\$87	\$236	\$692
913	4516	ROAD PLATE 8X20	\$101	\$252	\$697
913	1054	CONTAINMENT BERM 12X16	\$94	\$245	\$739
100	8250	SAFETY LIFELINE RETRACTABLE YOYO 100	\$72	\$256	\$749
800	5014	ACCESSORY WATER TRUCK CANNON	\$90	\$270	\$810
100	7140	LEVEL LASER PIPE	\$149	\$384	\$829
140	3300	FILTER POT CARBON 6 BAG VESSEL	\$90	\$320	\$900
658	1000	TRUCK ACCESSORIES	\$540	\$540	\$1,020
800	5009	ACCESSORY FLOTATION TIRES	\$144	\$358	\$1,072
140	3490	DPF CLEANING SYSTEM	\$158	\$396	\$1,106
140	3400	DIESEL PARTICULATE FILTER FOR 2.0L	\$518	\$920	\$1,350
140	3410	DIESEL PARTICULATE FILTER FOR 2.9-3.0L	\$518	\$920	\$1,350
140	3430	DIESEL PARTICULATE FILTER FOR 4.9L	\$540	\$960	\$1,800
140	3420	DIESEL PARTICULATE FILTER FOR 4.0L	\$540	\$960	\$1,800
100	7530	CONDUIT BENDING TABLE	\$270	\$720	\$1,950
140	3440	DIESEL PARTICULATE FILTER FOR 5.0L	\$608	\$1,080	\$2,213
140	3450	DIESEL PARTICULATE FILTER FOR 5.5L	\$608	\$1,080	\$2,213
140	3320	FILTER POT CODED 12 IN CT BP TRAILER	\$432	\$1,160	\$3,225
140	3460	DIESEL PARTICULATE FILTER FOR 5.9-6.0L	\$788	\$1,560	\$3,825
140	3330	FILTER POT CODED DUAL 12 IN TRAILER	\$765	\$2,040	\$5,700

SMALL TOOLS - PIPING EQUIPMENT

125	2550	STAND VISE PIPE CHAIN	\$5	\$8	\$23
125	2420	FLANGE SPREADER 1TON HYD	\$9	\$24	\$68
125	2640	RACK CONDUIT	\$9	\$24	\$68
125	2400	FLANGE SPREADER UP TO 1 TON HYD	\$9	\$24	\$68
125	2530	STAND VISE PIPE YOKE	\$14	\$36	\$101
125	2510	CLAMP ADJ CHAIN 4-16	\$14	\$36	\$101
125	2670	WELDER FRAME 6 PACK	\$32	\$76	\$124
125	2100	PIPE CUTTER 6 STRAIGHT	\$18	\$48	\$135
125	2380	HANDHELD TUBE EXPANDER BATT	\$23	\$60	\$169
125	2410	FLANGE SPREADER 5TONS RATCHET	\$41	\$96	\$169
125	1460	PIPE SNAKE 1-2IN WIDE 25FT CABLE	\$41	\$100	\$188
125	2160	PIPE CUTTER BEVELLER 2-4	\$27	\$72	\$203
125	2590	JACK TRANSMISSON	\$36	\$84	\$221
125	2170	PIPE CUTTER BEVELLER 3-8	\$30	\$79	\$223
125	2180	PIPE CUTTER BEVELLER 7-12	\$36	\$96	\$270
125	2110	PIPE CUTTER 8 STRAIGHT	\$54	\$144	\$293
125	2370	PIPE CRIMPER MANUAL	\$41	\$144	\$304

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>SMALL TOOLS - PIPING EQUIPMENT</b>					
125	1999	BENDER ELECTRIC PVC 1/2 - 4 IN 120V	\$41	\$144	\$304
125	1615	BURIED LINE TRANSMITTER NO LOCATOR	\$50	\$88	\$334
125	2570	PIPE GROOVER ATTACHMENT 2-12	\$45	\$120	\$338
125	2405	FLANGE SPREADER 5 TON HYD DROP PIN	\$45	\$120	\$338
125	2240	PIPE CUTTER BEVELLING BAND 42	\$45	\$120	\$338
125	1610	BURIED LINE PIPE AND CAMERA LOCATOR	\$45	\$160	\$338
125	2700	PUMP TORQUE WRENCH 230 CU AIR/HYD	\$45	\$160	\$338
125	2120	PIPE CUTTER 12 STRAIGHT	\$63	\$168	\$368
125	2190	PIPE CUTTER BEVELLER 14-20	\$50	\$132	\$371
125	1997	PVC HEATER/BENDER 4 IN	\$54	\$144	\$386
125	1998	PVC HEATER/BENDER 6 IN	\$64	\$152	\$398
125	2250	PIPE CUTTER BEVELLING BAND 72	\$54	\$144	\$405
125	1420	PIPE SNAKE 1/2IN WIDE 75FT CABLE	\$54	\$192	\$405
125	1440	PIPE SNAKE 2IN WIDE 50FT CABLE	\$54	\$192	\$405
125	2340	PIPE THREADER GEARED ATTACH 2 1/2-4 141	\$54	\$144	\$405
125	2660	18X4HOSE RACKS W/FORKLIFT SLOTS/RISER	\$81	\$172	\$413
125	2130	PIPE CUTTER 16 STRAIGHT	\$72	\$192	\$431
125	2140	PIPE CUTTER 20 STRAIGHT	\$72	\$192	\$431
125	1595	CAMERA SEWER 1-1/2-3 HANDHELD	\$135	\$280	\$450
125	2350	PIPE THREADER GEARED ATTACH 4-6 161	\$63	\$168	\$473
125	2260	PIPE CUTTER BEVELLING BAND 96	\$63	\$168	\$473
125	2320	PIPE THREADER 700 POWER PONY	\$63	\$168	\$473
125	2440	FLANGE SPREADER 10 TON HYD DROP PIN	\$63	\$168	\$473
125	1470	PIPE SNAKE 4-6IN WIDE 100FT CABLE	\$68	\$240	\$506
125	2200	PIPE CUTTER BEVELLER 20-26	\$68	\$180	\$506
125	2690	PIPE PRESS TOOL PRO 1/2 - 2 IN BATT	\$68	\$240	\$506
125	2450	FLANGE SPREADER 14TON HYD	\$72	\$192	\$540
125	2230	PIPE CUTTER BEVELLER 4IN AND UP ELEC	\$72	\$192	\$540
125	2500	PIPE HOLD-DOWN CLAMP 3-28 MANUAL	\$77	\$200	\$563
125	1430	PIPE SNAKE 2IN WIDE 50FT CABLE SELF FED	\$90	\$280	\$563
125	1500	SEWER JETTER ELEC	\$77	\$272	\$574
125	2460	FLANGE SPREADER 20TONS RATCHET	\$77	\$204	\$574
125	2210	PIPE CUTTER BEVELLER 24-30	\$77	\$204	\$574
125	2150	PIPE CUTTER 24 STRAIGHT	\$90	\$240	\$619
125	1510	SEWER JETTER GAS	\$113	\$304	\$619
125	2220	PIPE CUTTER BEVELLER 30-36	\$86	\$228	\$641
125	2360	PIPE THREADER 300 1/8-2 ELEC	\$108	\$352	\$660
125	2030	BENDER CUTTER REBAR 3/4 HYD	\$95	\$248	\$671
125	2040	BENDER REBAR 0 TO 180 HYD	\$95	\$248	\$671
125	2560	LOCATOR PIPE DIGITAL KIT	\$95	\$248	\$671
125	1450	PIPE SNAKE 2-4IN WIDE 100FT CBLE SELF FE	\$108	\$304	\$675

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<u>SMALL TOOLS - PIPING EQUIPMENT</u>					
125	2300	PIPE THREADER 535 1/8-2 ELEC	\$135	\$380	\$705
125	2000	CONDUIT BENDER UP TO 2 555 ELEC	\$99	\$264	\$743
125	2310	PIPE THREADER 1224 1/4-4 ELEC	\$176	\$400	\$900
125	2020	CONDUIT BENDER PVC/RIG/EMT/IMC 1/2-2 ELE	\$144	\$384	\$1,080
125	1994	CONDUIT BENDER MECHANICAL EMT/IMC RID 2IN	\$177	\$630	\$1,182
125	2010	CONDUIT BENDER UP TO 4 HYD	\$171	\$608	\$1,283
125	1600	CAMERA SEWER 2-12	\$180	\$640	\$1,350
<u>SMALL TOOLS - SANDING EQUIPMENT &amp; TOOLS</u>					
100	4970	SANDER DISC 7 IN ELEC	\$14	\$48	\$101
100	5030	SANDER BELT 3 IN ELEC	\$27	\$60	\$113
100	5040	SANDER BELT 4 IN ELEC	\$27	\$60	\$113
100	5010	SANDER ORBITAL 6IN ELEC	\$18	\$64	\$135
100	5060	SANDER DRYWALL 9 IN HEAD 62 IN REACH	\$45	\$160	\$338
100	5020	SANDER ORBITAL 12 IN FLOOR DUST CONTROL	\$54	\$204	\$405
100	5160	SANDBLASTER POT	\$81	\$230	\$525
100	5140	SODA BLASTER PACKAGE	\$203	\$574	\$1,463
<u>STORAGE TRAILERS</u>					
610	2800	CONTAINER 16 FT STORAGE	\$11	\$46	\$128
610	2810	CONTAINER 20 FT STORAGE	\$11	\$46	\$128
610	2790	CONTAINER 10 FT STORAGE	\$11	\$46	\$128
610	2815	CONTAINER 20 FT STORAGE DOUBLE DOOR	\$14	\$57	\$143
610	2840	CONTAINER 40 FT STORAGE	\$19	\$76	\$190
610	2845	CONTAINER 40 FT STORAGE DOUBLE DOOR	\$24	\$95	\$238
610	2900	CONTAINER 20 FT OFFICE	\$24	\$95	\$238
610	2820	CONTAINER 24 FT STORAGE	\$29	\$114	\$285
610	3000	TRAILER SHADE 10 FT	\$48	\$143	\$428
610	2780	CONTAINER 8FT X 8FT REFRIGERATED STORAGE	\$95	\$190	\$475
<u>SURVEILLANCE</u>					
175	1110	SURVEILLANCE SINGLE CAMERA UNIT EXTRA	\$67	\$162	\$475
175	1115	SURVEILLANCE CAMERA W TRIPOD 115V	\$114	\$276	\$808
175	1100	SURVEILLANCE TRAILER SINGLE CAMERA UNIT	\$252	\$637	\$1,900
<u>TRAFFIC SAFETY</u>					
913	3747	TRAFFIC CONE	\$4	\$9	\$18
913	3712	REFL TRAFFIC DELINEATOR W/BASE 42	\$5	\$11	\$22
913	3703	REFL TRAFFIC BARRICADE W/O FLASHER 24	\$8	\$16	\$34
913	3704	REFL TRAFFIC BARRICADE W/FLASHER 24	\$11	\$19	\$38
913	3830	CROWD CONTROL BARRICADE 48X8	\$10	\$23	\$68

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>TRAFFIC SAFETY</b>					
913	3762	WATER FILLED TRAFFIC BARRICADE WHITE	\$11	\$32	\$93
913	3415	TRAFFIC SIGN ROAD WORK AHEAD	\$19	\$55	\$111
913	3760	WATER FILLED TRAFFIC BARRICADE ORANGE	\$23	\$46	\$116
913	3478	TRAFFIC SIGN SIDEWALK CLOSED	\$22	\$66	\$131
660	1100	RADAR SPEED MONITORING TRAILER	\$45	\$120	\$338
660	2015	VEHICLE BARRIER POSITIONING CART	\$45	\$200	\$563
719	5010	AUTO DIALER	\$77	\$204	\$574
660	1000	BOARD ARROW FOLDING TRAILER 15-LIGHT	\$108	\$320	\$600
660	1010	BOARD ARROW VERTICAL TRAILER 15-LIGHT	\$108	\$320	\$600
660	1020	BOARD ARROW FOLDING TRAILER 25-LIGHT	\$117	\$360	\$675
660	1050	BOARD MESSAGE FOLDING MID-SIZE MATRIX	\$165	\$450	\$795
660	1040	BOARD MESSAGE VERTICAL FULL-SIZE 3-LINE	\$165	\$450	\$795
660	1030	BOARD MESSAGE VERTICAL MID-SIZE 3-LINE	\$165	\$450	\$795
660	1060	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	\$165	\$450	\$795
660	1070	BOARD MESSAGE VERTICAL FULL-SIZE MATRIX	\$210	\$560	\$1,040
660	2010	VEHICLE BARRIER	\$135	\$600	\$1,575
<b>TRENCHING EQUIPMENT</b>					
280	1060	TRENCHER W/B WHEEL 0IN TO 18IN GAS	\$135	\$360	\$769
280	1070	TRENCHER W/B WHEEL 24IN GAS	\$176	\$468	\$900
280	1080	TRENCHER W/B WHEEL 30IN GAS	\$180	\$480	\$919
280	1020	TRENCHER W/B TRACK 24IN GAS	\$185	\$492	\$956
280	1090	TRENCHER W/B WHEEL 36IN GAS	\$189	\$504	\$975
280	1030	TRENCHER W/B TRACK 30IN GAS	\$198	\$528	\$994
280	1040	TRENCHER W/B TRACK 36IN GAS	\$198	\$528	\$994
280	1110	TRENCHER RIDE-ON 35-49HP DSL	\$383	\$960	\$2,170
280	1140	TRENCHER RIDE-ON 90-100HP DSL	\$945	\$2,480	\$5,250
280	1150	TRENCHER RIDE-ON 120-130HP DSL	\$1,350	\$3,600	\$8,400
<b>TROLLEYS</b>					
480	3210	TROLLEY 1 TON	\$18	\$48	\$135
480	3220	TROLLEY 2 TONS	\$18	\$48	\$135
480	3240	TROLLEY 3 TONS	\$23	\$60	\$169
480	3260	TROLLEY 5 TONS	\$45	\$120	\$338
480	3280	TROLLEY 10 TONS	\$54	\$144	\$405
480	4010	TUGGER 1000LB AIR	\$76	\$216	\$648
480	4110	CABLE PULLER 2000 LB ELECTRIC	\$114	\$270	\$765
480	2797	CONVEYOR MATERIAL 14FT X 12IN	\$109	\$304	\$841
480	4140	CABLE PULLER 8000LB ELECTRIC	\$114	\$428	\$899
480	2805	CONVEYOR SECTION PORTABLE 18FT X 12IN	\$143	\$428	\$1,069
480	3015	GANTRY CRANE 3/4 TON	\$204	\$537	\$1,283

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS		DESCRIPTION	DAY	WEEK	MONTH
<b>TROLLEYS</b>					
480	4180	CABLE REEL ROLLER 15 TON	\$143	\$450	\$1,346
480	4040	TUGGER 4000LB AIR	\$166	\$473	\$1,418
480	3060	GANTRY CRANE 2 TON	\$280	\$736	\$1,758
480	2800	CONVEYOR MATERIAL TOWABLE 26FT X 12IN	\$295	\$746	\$1,767
480	3080	GANTRY CRANE 3 TON	\$309	\$760	\$1,900
480	3100	GANTRY CRANE 5 TON	\$431	\$822	\$2,179
480	4070	TUGGER 10000LB AIR	\$309	\$878	\$2,633
480	4090	TUGGER 20000LB AIR	\$546	\$1,553	\$4,658
<b>TRUCKS - ACCESSORIES</b>					
659	8030	TRUCK SPREADER TAILGATE	\$43	\$122	\$344
659	8110	TRUCK SNOW PLOW 8.5-9 FT	\$90	\$257	\$727
659	8100	TRUCK SNOW PLOW 7-8 FT	\$90	\$257	\$727
659	8000	TRUCK SPREADER HOPPER 8 FT	\$100	\$284	\$803
659	8020	TRUCK SPREADER HOPPER 9 FT	\$114	\$324	\$918
659	8130	TRUCK SNOW PLOW 10 FT	\$119	\$338	\$956
<b>TRUCKS - BOX DUMP, FLATSTAKE, FLATBED, UTILITY, WATER, &amp; SPECIALTY</b>					
659	6055	TRUCK BOX 12 FT	\$184	\$512	\$1,249
659	5880	TRUCK UTLTY 3/4-1 T STD-SUP 4WD GAS	\$225	\$750	\$1,380
659	5900	TRUCK UTLTY 3/4-1 T STD-SUP 2WD GAS	\$225	\$750	\$1,380
659	5870	VAN KUV UTLTY GAS 1 TON	\$225	\$750	\$1,380
659	5890	TRUCK UTLTY 3/4-1 T STD-SUP 4WD DSL	\$225	\$750	\$1,380
659	5620	TRUCK STKBD 12 FT 3/4-1 T STD 2WD GAS	\$200	\$693	\$1,550
659	5610	TRUCK STKBD 12 FT 3/4-1 T STD 4WD DSL	\$200	\$693	\$1,550
659	5600	TRUCK STKBD 12 FT 3/4-1 T STD 4WD GAS	\$200	\$693	\$1,550
659	5640	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD DSL	\$225	\$775	\$1,600
659	5630	TRUCK STKBD 12 FT 1-1/2-2 T STD 4WD GAS	\$225	\$775	\$1,600
659	5650	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD GAS	\$225	\$775	\$1,600
659	5660	TRUCK STKBD 12 FT 1-1/2-2 T STD 2WD DSL	\$225	\$775	\$1,600
659	6110	TRUCK DUMP 3-4 YD GAS	\$285	\$737	\$1,600
659	6120	TRUCK DUMP 3-4 YD DSL	\$285	\$737	\$1,600
659	5930	TRUCK UTLTY 3/4-1 T CREW 2WD GAS	\$265	\$801	\$1,650
659	5920	TRUCK UTLTY 3/4-1 T CREW 4WD GAS	\$265	\$801	\$1,650
659	6100	TRUCK DUMP UP TO 2 YD DSL	\$285	\$737	\$1,755
659	5690	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD DSL	\$265	\$801	\$1,800
659	5700	TRUCK STKBD 12 FT 3/4-1 T CREW 2WD GAS	\$265	\$801	\$1,800
659	5710	TRUCK STKBD 12 FT 3/4-1 T CREW 2WD DSL	\$265	\$801	\$1,800
659	5680	TRUCK STKBD 12 FT 3/4-1 T CREW 4WD GAS	\$265	\$801	\$1,800
659	6140	TRUCK DUMP 3-4 YD CREW 2WD DSL	\$310	\$772	\$1,850
659	6135	TRUCK DUMP 3-4 YD CREW 4WD GAS	\$310	\$772	\$1,850

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>TRUCKS - BOX DUMP, FLATSTAKE, FLATBED, UTILITY, WATER, &amp; SPECIALTY</b>					
659	6130	TRUCK DUMP 3-4 YD CREW 4WD DSL	\$310	\$772	\$1,850
659	5945	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD GAS	\$295	\$862	\$1,900
659	5725	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD GAS	\$300	\$931	\$1,900
659	5730	TRUCK STKBD 12 FT 1-1/2-2 T CREW 4WD DSL	\$300	\$931	\$1,900
659	5735	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD GAS	\$300	\$931	\$1,900
659	5740	TRUCK STKBD 12 FT 1-1/2-2 T CREW 2WD DSL	\$300	\$931	\$1,900
659	5940	TRUCK UTLTY 1-1/2-2 T STD-SUP 4WD DSL	\$295	\$862	\$1,900
659	5950	TRUCK UTLTY 1-1/2-2 T CREW 4WD DSL	\$320	\$931	\$2,000
659	5770	TRUCK STKBD 16 FT 1-1/2-2 T STD 2WD DSL	\$320	\$948	\$2,000
659	5760	TRUCK STKBD 16 FT 1-1/2-2 T STD 4WD DSL	\$320	\$948	\$2,000
659	5960	TRUCK UTLTY 1-1/2-2 T CREW 2WD DSL	\$320	\$931	\$2,000
659	6170	TRUCK DUMP 5-6 YD DSL	\$325	\$893	\$2,100
659	6160	TRUCK DUMP 5-6 YD GAS NON CDL	\$325	\$893	\$2,100
659	6150	TRUCK DUMP 5-6 YD GAS	\$325	\$893	\$2,100
659	6180	TRUCK DUMP 5-6 YD DSL NON CDL	\$325	\$893	\$2,100
659	5780	TRUCK STKBD 16 FT 2-1/2-3 T STD 4WD DSL	\$340	\$1,039	\$2,200
659	6060	TRUCK BOX 15 FT	\$261	\$900	\$2,250
659	6070	TRUCK BOX 15 FT W/ LIFT GATE	\$261	\$900	\$2,250
659	5350	TRUCK SERVICE 3/4-1 T STD 2WD GAS	\$356	\$945	\$2,400
659	5330	TRUCK SERVICE 3/4-1 T STD 4WD GAS	\$356	\$945	\$2,400
659	5340	TRUCK SERVICE 3/4-1 T STD 4WD DSL	\$356	\$945	\$2,400
659	5425	TRUCK SERVICE 3/4-1 T CREW 4WD GAS	\$356	\$945	\$2,400
659	6030	TRUCK WATER 2000 GALLON GAS	\$438	\$1,313	\$2,500
659	6040	TRUCK WATER 2000 GALLON DSL	\$438	\$1,313	\$2,500
659	5790	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD GAS	\$360	\$1,061	\$2,500
659	5800	TRUCK STKBD 22 FT 2-1/2-3 T STD 2WD DSL	\$360	\$1,061	\$2,500
659	6190	TRUCK DUMP 5-6 YD CREW DSL	\$404	\$1,106	\$2,600
659	6195	TRUCK DUMP 5-6 YD CREW DSL NON-CDL	\$404	\$1,106	\$2,600
659	6435	TRUCK AUGER 47FT CDL	\$440	\$1,320	\$2,991
659	5390	TRUCK SERVICE 1-1/2-2 T STD 2WD DSL	\$428	\$1,125	\$3,040
659	5380	TRUCK SERVICE 1-1/2-2 T STD 4WD DSL	\$428	\$1,125	\$3,040
659	5440	TRUCK SERVICE 1-1/2-2 T CREW 4WD DSL	\$451	\$1,166	\$3,200
659	5450	TRUCK SERVICE 1-1/2-2 T CREW 2WD DSL	\$451	\$1,166	\$3,200
659	5980	TRUCK A-FRAME 13 T DSL W/ WINCH	\$380	\$1,140	\$3,325
659	5860	TRUCK STKBD HI-RAIL CREW 4WD DSL	\$451	\$1,166	\$3,500
659	5840	TRUCK STKBD HI-RAIL STD 2WD DSL	\$451	\$1,166	\$3,500
659	6310	TRUCK BUCKET 31 FT DSL	\$458	\$1,375	\$3,561
659	6300	TRUCK BUCKET 31 FT GAS	\$458	\$1,375	\$3,561
659	6260	TRUCK CRASH ATTENUATOR 62-65 MPH DSL	\$665	\$1,658	\$3,605
659	6250	TRUCK CRASH ATTENUATOR 62-65 MPH GAS	\$665	\$1,658	\$3,605
659	6090	TRUCK BOX 24 FT W/ LIFT GATE	\$475	\$1,620	\$3,750

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA &amp; MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019****Pricing Schedule #:****N20025****CAT-CLASS DESCRIPTION****DAY****WEEK****MONTH**TRUCKS - BOX DUMP, FLATSTAKE, FLATBED, UTILITY, WATER, & SPECIALTY

659	6320	TRUCK BUCKET 38 FT DSL	\$500	\$1,500	\$3,900
659	6315	TRUCK BUCKET 38 FT GAS	\$500	\$1,500	\$3,900
659	6380	TRUCK CRANE 18 T SINGLE DSL	\$613	\$1,680	\$4,055
659	6370	TRUCK CRANE 17 T SINGLE DSL	\$700	\$1,920	\$4,055
659	6050	TRUCK WATER 4000 GALLON DSL	\$550	\$1,900	\$4,200
659	6265	TRUCK SAFETY	\$713	\$1,900	\$4,275
659	6230	TRUCK GARBAGE 6 YD	\$569	\$1,614	\$4,464
659	6440	TRUCK TRACTOR SINGLE 4WD DSL	\$570	\$1,663	\$4,750
659	6200	TRUCK DUMP 12-14 YD MANUAL DSL	\$580	\$1,855	\$4,778
659	6210	TRUCK DUMP 12-14 YD AUTO DSL	\$641	\$2,095	\$4,900
659	5400	TRUCK SERVICE 2-1/2-3 T STD 4WD DSL	\$713	\$1,980	\$5,280
659	6470	TRUCK ASPHALT DISTRIBUTOR 2000 GAL	\$750	\$1,852	\$5,281
659	6480	TRUCK FORESTRY MOBILE CRANE	\$750	\$1,852	\$5,281
659	6010	TRUCK FUEL 4000 GAL	\$665	\$1,995	\$5,700
659	6240	TRUCK GARBAGE 20 YD	\$997	\$2,469	\$6,222
659	6410	TRUCK CRANE 20 T TANDEM DSL	\$1,000	\$2,720	\$6,500
659	6430	TRUCK CRANE 23 T TANDEM DSL	\$1,060	\$2,880	\$6,600
659	6460	TRUCK TRACTOR TRI 4WD DSL	\$903	\$2,565	\$7,125
659	6340	TRUCK BUCKET 62 FT DSL	\$1,000	\$2,750	\$7,630
659	6215	TRUCK DUMP 22-24 YD DSL	\$1,283	\$3,325	\$9,025
659	6052	TRUCK WATER 4000 GALLON DSL 6X6	\$1,500	\$3,600	\$9,500
659	6350	TRUCK BUCKET 85 FT DSL	\$1,250	\$3,500	\$9,750
659	6220	TRUCK DUMP ARTICULATED 25 TON DSL	\$1,710	\$4,860	\$11,340
659	6224	TRUCK DUMP ARTICULATED 30 TON DSL	\$1,805	\$5,130	\$11,970
659	6245	TRUCK STREET SWEEPER DSL	\$1,710	\$4,427	\$13,675

UTILITY VEHICLES AND CARTS

630	2010	CART UTV SNOW PLOW 5 FT	\$55	\$110	\$340
630	1010	CART PERSONNEL 2 PASSENGER 3-WH ELEC	\$94	\$251	\$486
630	1060	CART BURDEN 2 PASSENGER 4-WH ELEC	\$101	\$270	\$556
630	1080	CART PERSONNEL 4 PASSENGER 4-WH ELEC	\$101	\$270	\$556
630	1100	CART GOLF 2 PASSENGER ELEC	\$101	\$270	\$556
630	1110	CART GOLF 2 PASSENGER GAS	\$101	\$270	\$556
630	1040	CART BURDEN 2 PASSENGER 4-WH GAS	\$101	\$270	\$556
630	1120	CART GOLF 4 PASSENGER GAS	\$119	\$289	\$590
630	1200	CART UTV 2 PASSENGER ELEC	\$119	\$289	\$600
630	1210	CART UTV 2 PASSENGER GAS	\$119	\$289	\$600
630	1230	CART UTV 2 PASSENGER DSL	\$123	\$300	\$625
630	1260	CART UTV 4 PASSENGER GAS	\$123	\$300	\$625
630	1245	CART UTV 2 PASSENGER DSL FLATBED	\$127	\$311	\$660
630	1280	CART UTV 4 PASSENGER DSL	\$127	\$311	\$660

US COMMUNITIES GOLD 2019

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**PRINT DATE: Thursday, October 18, 2018****Page 68 of 76**

**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<u>UTILITY VEHICLES AND CARTS</u>					
630	1310	CART UTV 4 PASSENGER DSL FLATBED	\$130	\$323	\$691
630	1240	CART UTV 2 PASSENGER DSL WITH CAB	\$130	\$323	\$691
630	1300	CART UTV 4 PASSENGER GAS FLATBED	\$130	\$323	\$691
630	1220	CART UTV 2 PASSENGER GAS WITH CAB	\$130	\$323	\$691
630	1265	CART UTV 4 PASSENGER GAS WITH CAB	\$130	\$323	\$691
630	1290	CART UTV 4 PASSENGER DSL WITH CAB	\$134	\$334	\$729
630	1065	CART BURDEN 2 PASSENGER 4-WH ELEC CAB	\$116	\$338	\$764
630	1130	CART TOUR 4 PASSENGER ELEC	\$130	\$315	\$771
630	1160	CART TOUR 6 PASSENGER GAS	\$137	\$338	\$833
630	1150	CART TOUR 6 PASSENGER ELEC	\$137	\$338	\$833
630	1170	CART TOUR 8 PASSENGER GAS	\$145	\$360	\$896
630	1330	CART UTV W/FRONT TOOL CARRIER DSL CAB	\$525	\$1,550	\$3,400
<u>VEHICLES - PICKUP TRUCKS, VANS, &amp; SUVs</u>					
659	5040	TRUCK PICKUP 1/2 T SUP 2WD GAS	\$85	\$405	\$900
659	5030	TRUCK PICKUP 1/2 T SUP 4WD GAS	\$85	\$405	\$900
659	5020	TRUCK PICKUP 1/2 T STD 2WD GAS	\$85	\$405	\$900
659	5000	TRUCK PICKUP COMPACT	\$85	\$405	\$900
659	5010	TRUCK PICKUP 1/2 T STD 4WD GAS	\$85	\$405	\$900
659	5580	SUV GAS	\$95	\$405	\$1,125
659	5050	TRUCK PICKUP 1/2 T CREW 4WD GAS	\$115	\$485	\$1,150
659	5060	TRUCK PICKUP 1/2 T CREW 2WD GAS	\$115	\$485	\$1,150
659	5100	TRUCK PICKUP 3/4 T STD 2WD GAS LIFT GATE	\$119	\$495	\$1,225
659	5070	TRUCK PICKUP 3/4 T STD 4WD GAS	\$119	\$495	\$1,225
659	5090	TRUCK PICKUP 3/4 T STD 2WD GAS	\$119	\$495	\$1,225
659	5130	TRUCK PICKUP 3/4 T SUP 4WD DSL	\$119	\$495	\$1,225
659	5120	TRUCK PICKUP 3/4 T SUP 4WD GAS	\$119	\$495	\$1,225
659	5140	TRUCK PICKUP 3/4 T SUP 2WD GAS	\$119	\$495	\$1,225
659	5150	TRUCK PICKUP 3/4 T SUP 2WD DSL	\$119	\$495	\$1,225
659	5080	TRUCK PICKUP 3/4 T STD 4WD DSL	\$119	\$495	\$1,225
659	5470	VAN CARGO 3/4 T GAS	\$86	\$405	\$1,313
659	5460	VAN CARGO 1/2 T GAS	\$86	\$405	\$1,313
659	5475	VAN CARGO 3/4 T DSL	\$86	\$405	\$1,313
659	5170	TRUCK PICKUP 3/4 T CREW 4WD DSL	\$143	\$630	\$1,395
659	5180	TRUCK PICKUP 3/4 T CREW 2WD GAS	\$143	\$630	\$1,395
659	5160	TRUCK PICKUP 3/4 T CREW 4WD GAS	\$143	\$630	\$1,395
659	5480	VAN CARGO 1 T GAS	\$95	\$450	\$1,444
659	5485	VAN CARGO 1 T DSL	\$95	\$450	\$1,444
659	5200	TRUCK PICKUP 1 T STD 4WD GAS	\$166	\$675	\$1,495
659	5220	TRUCK PICKUP 1 T SUP 4WD GAS	\$166	\$675	\$1,495
659	5510	VAN PASSENGER 12 GAS 3/4-1 T W/ TOW PKG	\$119	\$563	\$1,496

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>VEHICLES - PICKUP TRUCKS, VANS, &amp; SUVs</b>					
659	5490	VAN PASSENGER 8 GAS 1/2 T	\$119	\$563	\$1,496
659	5520	VAN PASSENGER 12 DSL 3/4-1 T	\$119	\$563	\$1,496
659	5240	TRUCK PICKUP 1 T CREW 4WD GAS	\$190	\$765	\$1,595
659	5250	TRUCK PICKUP 1 T CREW 4WD DSL	\$190	\$765	\$1,595
659	5540	VAN PASSENGER 15 GAS 3/4-1 T W/ TOW PKG	\$128	\$608	\$1,646
659	5560	BUS SCHOOL DSL	\$285	\$1,013	\$1,875
659	5550	BUS SHUTTLE GAS	\$285	\$1,013	\$1,875
659	5290	TRUCK PICKUP HI-RAIL 1 T CREW 4WD GAS	\$375	\$990	\$2,400
<b>VEHICLES - TRAILERS &amp; ACCESSORIES</b>					
800	5000	ACCESSORY LIFTGATE PICKUP	\$16	\$62	\$214
610	1760	TRAILER TILT 2-3000 LB	\$35	\$129	\$311
610	1350	TRAILER STUMP GRINDER	\$45	\$170	\$360
610	1120	TRAILER FLATBED 3000 LB	\$45	\$170	\$360
610	1370	TRAILER TRENCHER	\$45	\$170	\$360
610	1390	TRAILER TILLER	\$45	\$170	\$360
610	1060	TRAILER UTILITY 3000 LB	\$45	\$170	\$360
610	1059	TRAILER UTILITY PAN 3000 LB	\$45	\$170	\$360
610	1010	TRAILER LANDSCAPE 6X12 3000 LB	\$45	\$170	\$360
610	1720	TRAILER GROUND LOAD 3500 LB	\$45	\$170	\$360
610	2600	TRAILER OPEN TOP BOX 5X8 3000 LB	\$45	\$170	\$360
610	1050	TRAILER UTILITY 2000 LB	\$45	\$170	\$360
610	2610	TRAILER OPEN TOP BOX 5X10 3000 LB	\$50	\$187	\$396
610	2615	TRAILER OPEN TOP BOX 5X12 3000 LB	\$54	\$204	\$432
610	1766	TRAILER TILT 6-7000 LB	\$53	\$193	\$466
610	1450	TRAILER TOW DOLLY 3500 LB	\$59	\$221	\$468
610	1075	TRAILER UTILITY 7000 LB	\$59	\$221	\$468
610	2620	TRAILER OPEN TOP BOX 6X10 3000 LB	\$59	\$221	\$468
610	1085	TRAILER UTILITY 10000 LB	\$59	\$221	\$468
610	1130	TRAILER FLATBED 6-8000 LB	\$59	\$221	\$468
610	1070	TRAILER UTILITY 5-6000 LB	\$59	\$221	\$468
610	1770	TRAILER TILT 10000 LB	\$81	\$225	\$475
610	1730	TRAILER GROUND LOAD 5000 LB	\$63	\$238	\$504
610	1740	TRAILER GROUND LOAD 7000 LB	\$63	\$238	\$504
610	1460	TRAILER CAR HAULER 7000 LB	\$68	\$255	\$540
610	2640	TRAILER OPEN TOP BOX 5X12 10000 LB	\$68	\$270	\$574
610	2510	TRAILER ENCLOSED 5X8 3500LB	\$68	\$270	\$574
610	1775	TRAILER TILT 12-13000 LB	\$109	\$309	\$580
610	1401	TRAILER CART OFF ROAD 1000LB	\$68	\$255	\$600
610	1780	TRAILER TILT 14-15000 LB	\$113	\$319	\$600
610	1500	TRAILER CABLE REEL SINGLE 8500 LB	\$81	\$288	\$608

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION		DAY	WEEK	MONTH	
<b>VEHICLES - TRAILERS &amp; ACCESSORIES</b>					
610	2200	TRAILER DUMP SINGLE AXLE	\$117	\$336	\$628
610	1745	TRAILER GROUND LOAD 7000 LB GAS	\$79	\$299	\$634
610	1140	TRAILER FLATBED 10000 LB	\$81	\$306	\$648
610	2230	TRAILER DUMP TANDEM AXLE	\$126	\$357	\$680
610	1550	TRAILER POLE 22 FT	\$81	\$324	\$729
610	1090	TRAILER UTILITY 12000 LB	\$95	\$359	\$760
610	2590	TRAILER ENCLOSED 8X53	\$108	\$324	\$765
610	1781	TRAILER TILT 15000 LB 4FT FIXED TOP DECK	\$144	\$408	\$768
610	1150	TRAILER FLATBED 12000 LB	\$87	\$350	\$788
610	1785	TRAILER TILT 16-17000 LB	\$149	\$423	\$796
610	1430	TRAILER PIPE DOLLY	\$90	\$360	\$810
610	2260	TRAILER DUMP TANDEM AXLE OFFROAD	\$158	\$446	\$840
610	2520	TRAILER ENCLOSED 6X12 3000 LB	\$100	\$400	\$849
610	1160	TRAILER FLATBED 14-15000 LB	\$95	\$380	\$855
610	2530	TRAILER ENCLOSED 6X12 7000 LB	\$110	\$439	\$933
610	1750	TRAILER GROUND LOAD 10000 LB	\$117	\$442	\$936
610	2420	TRAILER WATER 500 GALLON	\$135	\$480	\$945
610	2570	TRAILER REMEDIATION ENCLOSED 8X20 9995LB	\$135	\$338	\$956
610	1170	TRAILER FLATBED 18000 LB	\$107	\$430	\$968
610	2540	TRAILER ENCLOSED 8X16 7000 LB	\$120	\$479	\$1,017
610	2550	TRAILER ENCLOSED 8X20 7000 LB	\$130	\$518	\$1,102
610	1180	TRAILER FLATBED 20-22000 LB	\$135	\$540	\$1,215
610	2430	TRAILER WATER 800 GALLON	\$180	\$640	\$1,225
610	1800	TRAILER TILT 25-26000 LB	\$232	\$659	\$1,240
610	2440	TRAILER WATER 1000 GALLON	\$189	\$672	\$1,295
610	1190	TRAILER FLATBED GOOSENECK 20-22000 LBS	\$145	\$580	\$1,305
610	1255	TRAILER FLATBED HYD TAIL 46TO50000 LB	\$158	\$473	\$1,350
610	1200	TRAILER FLATBED 24000 LB	\$160	\$640	\$1,440
610	1210	TRAILER FLATBED 25-26000 LB	\$170	\$680	\$1,530
610	1215	TRAILER FLATBED GOOSENECK 24000 LB	\$170	\$680	\$1,530
610	1220	TRAILER FLATBED GOOSENECK 25-26000 LB	\$180	\$720	\$1,620
610	1240	TRAILER FLATBED 40000 LB	\$200	\$800	\$1,800
610	1250	TRAILER FLATBED 46-50000 LB	\$210	\$840	\$1,890
610	2585	TRAILER TOOL CRIB ENCLOSED 45-53 FT	\$315	\$945	\$2,835
610	2290	TRAILER DUMP TRIPLE AXLE	\$579	\$1,737	\$3,473
610	1290	TRAILER FLATBED HYD TAIL 90000 LB	\$400	\$1,600	\$3,600
610	1300	TRAILER FLATBED GOOSENECK 100000 LB	\$510	\$2,040	\$4,590
610	2455	TRAILER VACUUM EXC SYSTEM 500 GAL GAS	\$504	\$1,656	\$4,860
610	2580	TRAILER TOOL ENCLOSED 8X44 25000 LBS	\$720	\$1,800	\$5,400
610	1310	TRAILER FLATBED LIVE BOTTOM 24000 LB	\$620	\$2,480	\$5,580
610	2470	TRAILER VACUUM EXC SYSTEM 800 GAL DSL	\$810	\$2,430	\$6,210

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

CAT-CLASS DESCRIPTION			DAY	WEEK	MONTH
<b>VEHICLES - TRAILERS &amp; ACCESSORIES</b>					
610	2460	TRAILER VACUUM EXC SYSTEM 500 GAL DSL	\$720	\$2,160	\$6,300
610	1281	TRAILER FLATBED 80000 LB AIR RIDE	\$1,152	\$2,880	\$7,200
<b>WELDING EQUIPMENT</b>					
912	4542	WELDING CABLE WHIP W/GRND CLAMP 2/0	\$10	\$18	\$35
912	4551	WELDING CABLE WHIP W/ROD HLDR 2/0	\$13	\$24	\$46
912	4506	WELDING CABLE W/ GROUND CLAMP 1/0X50	\$12	\$28	\$63
912	4536	WELDING CABLE W/ GROUND CLAMP 2/0X50	\$14	\$30	\$65
912	4545	WELDING CABLE W/ ROD HOLDER 2/0X50	\$14	\$30	\$66
912	4530	WELDING CABLE EXTENSION 2/0X50	\$14	\$30	\$68
550	1000	WELDING ROD OVEN 10 LBS	\$14	\$38	\$72
912	4500	WELDING CABLE EXTENSION 1/0X50	\$15	\$34	\$74
912	4604	REMOTE OUTPUT CONTROL 14 PIN X 100	\$21	\$42	\$82
912	4509	WELDING CABLE W/ GROUND CLAMP 1/0X100	\$22	\$49	\$112
912	4533	WELDING CABLE EXTENSION 2/0X100	\$21	\$52	\$113
550	1010	WELDING ROD OVEN 50 LBS	\$18	\$51	\$120
550	1250	WELDER STATIONARY 180 - 189 AMPS ELEC	\$27	\$48	\$130
550	1220	WELDER TIG / STICK 150-159 AMPS ELEC	\$27	\$48	\$130
550	1270	WELDER TIG / STICK 200-249 AMPS ELEC	\$27	\$48	\$130
550	1280	WELDER STATIONARY 250 - 299 AMPS ELEC	\$27	\$48	\$130
550	1200	WELDER STATIONARY 100 - 139 AMPS ELEC	\$27	\$48	\$130
550	1290	WELDER STATIONARY 300 - 349 AMPS ELEC	\$36	\$64	\$156
550	1300	WELDER STATIONARY 350 - 399 AMPS ELEC	\$36	\$64	\$156
912	4503	WELDING CABLE EXTENSION 1/0X100	\$32	\$86	\$167
912	4658	WELDER INVERTER CST RACK F/8 PACK	\$27	\$68	\$176
550	1310	WELDER STATIONARY 400 - 449 AMPS ELEC	\$45	\$80	\$195
550	1030	WELDING ROD OVEN 300 LBS	\$27	\$77	\$216
550	1960	WELDER WIRE FEEDER ATTACHMENT	\$54	\$144	\$276
550	1950	WELDER WIRE FEEDER 120 VOLT ELEC	\$59	\$156	\$293
912	4000	SKY WELDER, 280A	\$68	\$149	\$359
550	1400	WELDING FUME EXTRACTOR 95-132 CFM	\$61	\$170	\$380
550	1895	WELDER TOWABLE 200 - 249 AMPS LPN	\$99	\$208	\$390
550	1540	WELDER STATIONARY 180 - 189 AMPS GAS	\$72	\$192	\$390
550	1970	TORCH ACETYLENE	\$68	\$191	\$420
550	1760	WELDER STATIONARY 250 - 299 AMPS LPN	\$77	\$204	\$423
550	1600	WELDER STATIONARY 250 - 299 AMPS GAS	\$77	\$204	\$423
550	1770	WELDER STATIONARY 300 - 349 AMPS LPN	\$86	\$240	\$455
550	1850	WELDER TOWABLE 300 - 349 AMPS DSL	\$72	\$184	\$455
550	1610	WELDER STATIONARY 300 - 349 AMPS GAS	\$86	\$228	\$455
550	1860	WELDER TOWABLE 350 - 399 AMPS DSL	\$140	\$252	\$488
550	1410	WELDER STATIONARY 1100 - 1199 AMPS ELEC	\$126	\$260	\$488

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

<b>CAT-CLASS DESCRIPTION</b>		<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
<u>WELDING EQUIPMENT</u>				
550	3010	PLASMA CUTTER 7/8IN 1PH 120/240V	\$72	\$204 \$500
550	1870	WELDER TOWABLE 400 - 449 AMPS DSL	\$144	\$268 \$520
550	1900	WELDER TOWABLE 300-349AMPS DUAL-OPER DSL	\$158	\$320 \$585
550	1880	WELDER TOWABLE 500 - 549 AMPS DSL	\$158	\$320 \$585
550	3015	PLASMA CUTTER 5/8IN AIRCOMP 1PH 120/240V	\$81	\$230 \$600
550	1460	WELDER STATIONARY 1600 - 1699 AMPS ELEC	\$149	\$320 \$650
550	1905	WELDER TOWABLE 400-449AMPS DUAL-OPER DSL	\$167	\$340 \$650
550	1520	WELDER STATIONARY 2200 - 2299 AMPS ELEC	\$176	\$396 \$780
550	1890	WELDER TOWABLE 600 - 649 AMPS DSL	\$176	\$360 \$800
550	3020	PLASMA CUTTER 1IN 1PH 208/230V	\$135	\$319 \$900
550	3030	PLASMA CUTTER 1-1/4IN 1PH/480V 3PH/600V	\$180	\$438 \$1,192
550	3060	PLASMA CUTTER 2-1/4IN 3PN 600V	\$432	\$1,037 \$2,840

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

**CAT-CLASS DESCRIPTION**

**DAY**

**WEEK**

**MONTH**

**ADDITIONAL INFORMATION / TERMS:**

**BILLING:** 30 DAY

**DELIVERY:** \$125 per hour, per truck load, each way. Tolls and permits not included.

Outside hauling and/or after hour deliveries when required and approved by renting agency to be negotiated at time of rental.

Upon customer request and approval additional fees may apply if it is necessary for Herc to ship in equipment from outside the serving market.

**FUEL:** REFUELING SERVICE-HERC BRANCH POSTED CHARGES WILL APPLY IF REFUELING IS REQUIRED DURING OR AT THE END OF THE RENTAL

**ADDITIONAL INFO:** Customer to be exempt from Emissions and Environmental Surcharge.

Customer to be exempt from Vehicle Licensing Fee.

Customer to be exempt from Transportation Services Surcharge.

Training  
Material Handling and Aerial Work Platforms - \$150 per student.  
ProControl training will be provided at no charge

Loss of Use  
Loss of use will be charged when a piece of equipment is unavailable for rental due to customer damage. The charges will be the contract rental charges and the amount of time will be equal to the time between the damage occurring and the unit being available for rental to the same or different customer.

Cleaning  
For appropriate and supportable cleaning charges, cleaning will be \$50 per hour and parts (decals) at cost plus 20% if customer is unable to self-perform this task in the event the equipment encountered harsh environments

Set Up Fee  
Equipment Set Up Fees - Solutions  
Herc Personnel - Posted Shop Labor Rate  
Herc Personnel Overtime - Posted Shop Labor Rate times 1.5

Damage Charges  
Labor - Posted Shop Labor rate  
Parts - Cost plus 20%  
Outside labor and repairs - Cost plus 20% for all 3rd party charges  
GPS - \$40 per unit for telematics if requested by customer

Rental Protection Plan  
Herc offers Rental Protection Plan services either when a customer does not possess insurance, or they want to avoid further protection against their deductible. Charges will apply unless a valid COI is on file with HERC. To avoid RPP charges Certificate of Insurance must be on file during the time of rental

Herc Personnel

US COMMUNITIES GOLD 2019

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

<b>CAT-CLASS DESCRIPTION</b>	<b>DAY</b>	<b>WEEK</b>	<b>MONTH</b>
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Standard Hours - Posted Shop Labor Rate  
 Overtime Hours - Posted Shop Labor Rate times 1.5  
 Outside Personnel - Cost Plus 20%

Taxes--any Government mandated charges will be applied as required

Preventive Maintenance (PM)  
 In accordance to recommended manufacturer guidelines on select generators and pumps Herc may charge PM at an hourly rate of \$1-\$4 depending on the size of equipment and usage. PM charges cover the standard maintenance included in all of our equipment at no charge but also includes load banking, pressure and flow tests, trailer testing and other services to ensure these specific units continue to operate on customer sites.

Over Meter/Allotted Hours of Use

Daily Rental Standard shift = 8 hours, additional hours 1/16th of the daily rate for daily rentals  
 Weekly Rental Standard shift = 40 hours, additional hours 1/80th of the weekly rate for weekly rentals  
 Monthly Rental Standard shift = 176 hours, additional hours 1/352nd of the monthly rate for monthly rentals

Herc double shift 16 hours (double hours per day) charged at 1.5X the applicable rental rate  
 Herc triple shift 24 hours (triple hours per day) charged at 2X the applicable rental rate providing unlimited usage

**CUSTOMER NUMBERS**

<b>CUSTOMER NAME</b>	<b>CUSTOMER NUMBER</b>
VARIOUS	VARIOUS

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**AFFECTED REGIONS / BRANCHES**

NATIONAL (EXCLUDING HAWAII, NORTH DAKOTA & MIDLAND)

**EFFECTIVE DATES: FROM: 11/01/2018 THROUGH: 10/31/2019**

**Pricing Schedule #: N20025**

**CAT-CLASS DESCRIPTION**

**DAY**

**WEEK**

**MONTH**

***US COMMUNITIES GOLD 2019***

***HERC RENTALS INC.***

Signature:

Signature:

\_\_\_\_\_  
[Sign Name]

\_\_\_\_\_  
[Sign Name]

Name:

Name:

\_\_\_\_\_  
[Print Name]

Jason Oosterbeek  
\_\_\_\_\_  
[Print Name]

Title:

Title:

\_\_\_\_\_

Vice President  
\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

US COMMUNITIES GOLD 2019

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**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE EQUIPMENT  
RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of ~~November~~, 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

**WHEREAS**, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

## CONTRACT

### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Charlotte Business INclusion Program
- 1.4. EXHIBIT D: Federal Contract Terms and Conditions

### 2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

### 4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

## 8. PRICE ADJUSTMENT.

- 8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte  
Finance - Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the



Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
  - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
  - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
  - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
  - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
  - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
  - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
  - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
  - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
  - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
  - 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
  - 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
    - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
    - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
    - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
  - 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
  - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 28.8.3 Performing the transition service plan activities;
  - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (C) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (D) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (E) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may



result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
  - a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
  - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
  - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
  - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. **CONFIDENTIALITY.**

42.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 42.3.1 Was already known to Company prior to being disclosed by the City;
  - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
  - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
  - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
  - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**44. MISCELLANEOUS**

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 44.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 39	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a



decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

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

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

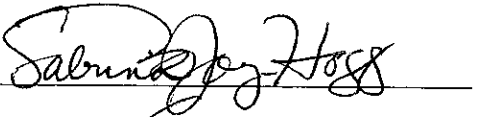
BY: 

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

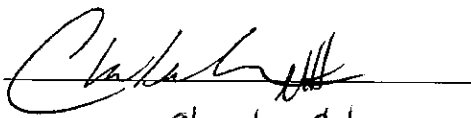
BY: 

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:  
RISK MANAGEMENT DIVISION

BY: 

PRINT NAME: Christlee Gibson

TITLE: Insurance Manager

DATE: 9/22/18

## **Exhibit A**

### **Discount Structure, Market Basket Pricing, Additional Fees and Incentives**

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES

Category	Category	Discount (% from published/book rate)	Comments
1	Accessories	17% off Day; 19% off Week; 21% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
2	Accessories - Backhoe Bucket Trench	23% off Day; 40% off Week; 60% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
3	Aerial - Driveable Mast Lift	31% off Day; 40% off Week; 50% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
4	Aerial - Driveable Mast Lift 20 FT	32% off Day; 47% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
5	Aerial - Mast Style Boom Lifts	31% off Day; 37% off Week; 23% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
6	Aerial - Push Around Lifts	24% off Day; 29% off Week; 36% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
7	Aerial Equipment - 105-135' Boom	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
8	Aerial Equipment - 12-15' Scissor Lifts	36% off Day; 45% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
9	Aerial Equipment - 150-185' Boom	13% off Day; 15% off Week; 15% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
10	Aerial Equipment - 19' Scissor Lifts Narr	32% off Day; 47% off Week; 51% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
11	Aerial Equipment - 19' Scissor Lifts Narr	38% off Day; 48% off Week; 54% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
12	Aerial Equipment - 20' Scissor Lifts	41% off Day; 44% off Week; 48% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
13	Aerial Equipment - 26' 32-46" Scissor Lift	37% off Day; 44% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
14	Aerial Equipment - 26' 69" Scissor Lifts	37% off Day; 37% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
15	Aerial Equipment - 26' Scissor Lifts Aviat	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
16	Aerial Equipment - 30-34' DSL/DF Boom	37% off Day; 46% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
17	Aerial Equipment - 30-34' Electric Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
18	Aerial Equipment - 30-34' Hybrid Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
19	Aerial Equipment - 32' 32" Scissor Lifts	35% off Day; 37% off Week; 52% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
20	Aerial Equipment - 32' 46" Scissor Lifts	31% off Day; 38% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
21	Aerial Equipment - 33-35' 68-69" Scissor	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
22	Aerial Equipment - 40-45' DSL/DF Boom	37% off Day; 50% off Week; 46% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
23	Aerial Equipment - 40-45' Electric Boom	32% off Day; 46% off Week; 43% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
24	Aerial Equipment - 40-45' Scissor Lifts	37% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
25	Aerial Equipment - 60' Crawler Boom	20% off Day; 15% off Week; 20% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
26	Aerial Equipment - 60' Electric Boom	23% off Day; 24% off Week; 27% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
27	Aerial Equipment - 60' Hybrid Boom	28% off Day; 27% off Week; 30% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
28	Aerial Equipment - 60-65' DSL/DF Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
29	Aerial Equipment - 80-85' Boom	37% off Day; 49% off Week; 42% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
30	Aerial Equipment - Compact Crawler Bo	14% off Day; 19% off Week; 19% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
31	Aerial Equipment - Rough Terrain Scisso	32% off Day; 37% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
32	Aerial Equipment - Towable Boom	28% off Day; 32% off Week; 37% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
33	Air Filtration	19% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
34	Air Moving Equipment	17% off Day; 24% off Week; 24% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
35	Air Tools and Accessories	18% off Day; 27% off Week; 32% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
36	Chillers and Air Handlers	19% off Day; 23% off Week; 26% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
37	Cleaning and Restoration	19% off Day; 26% off Week; 29% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
38	Compaction Equipment - Attachments	16% off Day; 23% off Week; 28% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
39	Compaction Equipment - Plate Compact	26% off Day; 47% off Week; 53% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
40	Compaction Equipment - Plate Compact	26% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
41	Compaction Equipment - Rammer Elect	27% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
42	Compaction Equipment - Rammer Jump	27% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
43	Compaction Equipment - Rammer Jump	26% off Day; 47% off Week; 59% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.
44	Compaction Equipment - Rammer Sand	26% off Day; 37% off Week; 41% off Month	Discounts shown reflect average Platinum discount. Platinum rates are 10% less than Gold rates rounded to the nearest dollar.















### **Rebates**

We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- \$50,000 to \$100,000 = 0.5%
- \$100,001 to \$250,000 = 1.0%
- \$250,001 to \$500,000 = 1.5%
- \$500,001 to \$750,000 = 2.0%
- \$750,001 to \$1,000,000 = 2.5%
- \$1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.

To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

### **Additional Savings**

Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to \$2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

### **Emergency Response**

Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.

In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

## **Exhibit B Scope of Services**

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

### **2.1 General Scope**

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

### **2.2 Product Standards and Service Level Requirements**

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

**2.2.1** Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

**2.2.2** At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.

**2.2.3** The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

**2.2.4** At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or

bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

## 2.3 **Optional Purchase of Equipment**

**2.3.1 Purchase of New Equipment:** All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

**2.3.2 Purchase of Used Equipment:** All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

**2.3.3 Purchase:** Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.

**2.3.4 Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

### **2.3.5 Additional Fees**

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

## 2.4 **Price Adjustments.**

**All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019).** Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

## 2.5 **New Products and Services**

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the

Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

**2.6 Training**

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

**2.7 Installation**

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

**2.8 Safety**

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**2.9 Delivery**

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

**2.10 Optional Work**

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

**2.11 Reports**

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

**2.12 Prevailing Wages**

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

## **Exhibit C**

### **Charlotte Business INClusion Program**

#### Charlotte Business INClusion Program

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually: The total work performed by MWSBEs in the aggregate.

#### Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.



**REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Please indicate if **your company** is any of the following:

\_\_\_ MBE    \_\_\_ WBE    \_\_\_ SBE

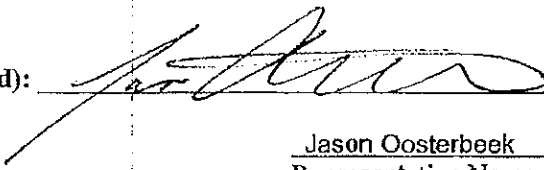
List information for each MWSBE to be Utilized on this Project	
<i>Copy this form as needed to list all MWSBEs</i>	
<b>Firm Name</b>	Streeter Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	Shoreline Trucking
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	EASTWAY WRECKER SERVICE, INC.
<b>Work to be Performed</b>	Equipment Hauling



**Section 6  
Required Forms**

<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	RW Trucking, Inc
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000
<b>Firm Name</b>	Murphy Law Trucking, LLC
<b>Work to be Performed</b>	Equipment Hauling
<b>Dollar Amount</b>	\$25,000

Company Name: Herc Rentals, Inc.

Representative (signed): 

6/21/2018  
Date

Jason Oosterbeek  
Representative Name



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ \_\_\_\_\_

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	James Streeter Trucking Vendor #:
Address:	6824 Old Statesville Rd, Charlotte, NC 28269
Contact Person:	James Streeter Email: streetertrucking@aol.com
Telephone:	(704) 509-1250 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Shoreline Trucking Vendor #:
Address:	1736 Dickerson Blvd Ste-F Monroe, NC 28110
Contact Person:	Horace Shaw Email: shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Eastway Wrecker Service Inc Vendor #:
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208
Contact Person:	Karen Email: Karen@eastwaywreckemc.com
Telephone:	(704) 393-3027 Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract NO. 2019000318  
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	James Streeter Trucking		
MWSBE Subcontractor:	<u>Horace Shaw</u> Owner	Date:	<u>9-12-19</u>
	Signature and Title		
	Shoreline Trucking		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	Eastway Wrecking Service Inc.		



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Cook Truck Equipment & Tools Inc. Vendor #: 8795
Address:	2517 Starita Road, Charlotte, NC 28269
Contact Person:	Joy Cook Email: Kashacooktruck@gmail.com
Telephone:	704 392-4138 Fax: 704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<i>W.T. Cook president</i>	Date:	<i>9/19/2018</i>
	Signature and Title		
<b>W.T. Cook,</b>	Cook Truck Equipment & Tools Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title ,		



**CBI FORM 4 - Letter of Intent**

<b>Contract Goods or Services:</b>	Citywide Drug and Alcohol Testing Services
------------------------------------	--

<b>To be completed by the Prime Company:</b>	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ \_\_\_\_\_

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Donald Gardner's Paint & Body, Inc. Vendor #: 74947
Address:	3300 Beam Rd, Charlotte, NC 28217
Contact Person:	Susan Gardner Email: pntnbody@aol.com
Telephone:	(704) 527-4739 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

<b>To be completed by MWSBE Subcontractor:</b>	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	( ) Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<i>Susan L. Gardner / President</i>	Date:	<i>Sept. 21, 2018</i>
	Signature and Title		
	Donald Gardner's Paint & Body, Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title .		



**CBI FORM 6: Payment Affidavit of Subcontractor Utilization**

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: \_\_\_\_\_ Contract #: \_\_\_\_\_

Contract Goods or Services: \_\_\_\_\_

Payment Period: \_\_\_\_\_ to \_\_\_\_\_

City Department(s): \_\_\_\_\_

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: \$ \_\_\_\_\_

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INclusion Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature Print Name and Title

<b>To be completed by City:</b>		Overall MWSBE Goal:	%
Total Paid to Prime Company:	\$	Overall MWSBE Commitment:	%
Total Paid to MWSBEs:	\$	MWSBE Goal Attainment this period:	%



**REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION**  
**RFP #269-2018-047 Equipment Rentals and Related Products and Services**

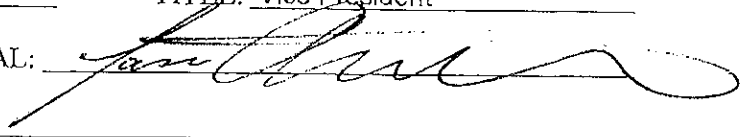
All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 01/21/2018

**REQUIRED FORM 9 – DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS**

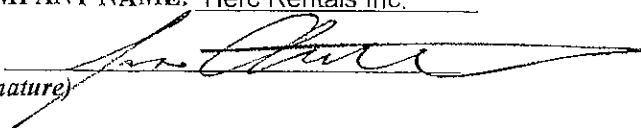
The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

**Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY:   
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

**Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

## **Exhibit D**

### **Federal Contract Terms and Conditions**

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

- employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
  - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> HERC Rentals Inc. 27500 Riverview Center Blvd Bonita Springs FL 34134 USA	INSURER A:	ACE Property & Casualty Insurance Co.      20699
	INSURER B:	ACE American Insurance Company      22667
	INSURER C:	ACE Fire Underwriters Insurance Co.      20702
	INSURER D:	
	INSURER E:	
INSURER F:		

**COVERAGES      CERTIFICATE NUMBER: 570072954376      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HD0G71095976	06/30/2018	06/30/2019	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOOG28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC65223715	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				Workers Comp (AOS)	06/30/2018	06/30/2019	E.L. EACH ACCIDENT	\$1,000,000
				SCFC65223752			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				Workers Comp (WI)			E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Charlotte is included as Additional Insured in accordance with the policy provisions of the general liability policy. A waiver of subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the general liability, auto liability, and workers compensation policy. General liability and auto liability evidenced herein is primary to other insurance available to an additional insured, but only in accordance with the policy's provisions. General liability and auto liability evidenced herein is non-contributory to other insurance available to an additional insured, but only in accordance with the policy's provisions. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern.

<b>CERTIFICATE HOLDER</b>  City of Charlotte 600 East Fourth Street, CMGC 9th Floor Charlotte NC 28202-2850 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--

Holder Identifier :

Certificate No : 570072954376



# ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Services South, Inc.		<small>NAMED INSURED</small> HERC Rentals Inc.	
<small>POLICY NUMBER</small> See Certificate Number: 570072954376			
<small>CARRIER</small> See Certificate Number: 570072954376	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:  
 how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



**U.S. COMMUNITIES®**  
GOVERNMENT PURCHASING ALLIANCE



**COMPETITIVE SOLICITATION**

**BY CITY OF CHARLOTTE, NORTH CAROLINA**

**FOR**

**EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES**

**GOVERNMENT PURCHASING ALLIANCE**

**RFP #269-2018-047**

**May 22, 2018**

**REQUEST FOR PROPOSALS**  
**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

May 22, 2018

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein “City” or “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is now accepting Proposals for Equipment Rentals and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **June 6th, 2018, at 1:00 p.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5483. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov).

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JUNE 26, 2018 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and two (2) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

**Request for Proposals**  
**Attention: Karen Ewing**  
**[Name of Company Submitting Proposal]**  
**Rental Equipment Products & Services**  
**RFP # 269-2018-047**

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore  
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities  
RFP Project File



**Checklist for submitting a Proposal:**

**Step 1- Read the document fully.**

**Step 2-** If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

**Steps 3-** If you have any questions send them before the deadline listed in **Section 3.3**.

**If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.**

**Proposal Copies** - Please provide the specified number for each format

- 2 Copies marked “Original” in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- 2 Copies on flash drive.

**Proposal Format** - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Attachment 1 containing: Fixed Percentage Discounts / Additional Charges / Market Basket / Lease Pricing / Purchase Option Pricing
	MWSBE Participation Plan (Section 6, Form 5)
	Company’s Background Response ) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Certification Regarding Debarment (Section 6, Form 9)
	U.S. Communities Worksheet for National Program Consideration (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

**The above items constitute all that must be included in the Proposal.** If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 34.

**It is the Company’s responsibility to check [www.ips.state.nc.us](http://www.ips.state.nc.us) or <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for any addenda or changes to this Project. Search for RFP # 269-2018-047 to find if any documents or changes have been posted.**

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**U.S. Communities Overview and Requirements**

**1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS**

**1.1 MASTER AGREEMENT**

The City of Charlotte, NC (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Equipment Rentals and Related Products and Services (herein “Products and Services”).

**1.2 OBJECTIVES**

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

**1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Proposers are expected to propose the broadest possible selection of Rental Equipment that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

- 1) **Construction Equipment – Heavy, Medium, and Light Equipment**
- 2) **Arial Lifts and Scaffold**
- 3) **Earth Moving Equipment**
- 4) **Electrical Tools, Power Equipment, and General Construction Tools**
- 5) **Material Handling Equipment**
- 6) **Facility Maintenance and Cleaning Equipment**
- 7) **HVAC Equipment**
- 8) **Pumps**
- 9) **Generators**
- 10) **Snow Removal Equipment**

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**U.S. Communities Overview and Requirements**

- 11) **Safety Equipment**
- 12) **Portable Sign Boards**
- 13) **Portable Traffic Signals and Road Barricades**
- 14) Refuse Trucks
- 15) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, delivery and installation, repair and/or maintenance, equipment training programs, safety training programs, removal, and any other related Services to provide customer support.
- 16) **Purchase Option** – the resulting contract should include options for Participating Public Agencies who may wish to purchase equipment, either new or used.
- 17) **Leasing Option**- the resulting contract should include options for Participating Public Agencies who may wish to lease equipment. These options may include lease only and/or lease to purchase. Financing may be offered.

**1.4 U.S. COMMUNITIES BACKGROUND**

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

**1.4.1 National Sponsors**

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

**1.4.2 Advisory Board**

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each [Advisory Board Member](#) is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

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Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

**1.4.3 Participating Public Agencies**

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over \$2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

**1.4.4 Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products

**U.S. Communities Overview and Requirements**

required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than \$160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

**1.4.5 Marketing Support**

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

**1.4.6 Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

**1.4.7 Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

**1.4.8 Format of Proposals**

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown directly followed by the proposer's response.

**SUPPLIER QUALIFICATIONS**

**1.5 SUPPLIERS**

**1.5.1 Commitments**

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities

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### U.S. Communities Overview and Requirements

program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

- (A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- (B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.



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(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing

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### U.S. Communities Overview and Requirements

under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities

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shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original procurement solicitation;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of Products and Services pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.


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**1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

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**U.S. Communities Overview and Requirements**

 <b>New Supplier Implementation Checklist</b>	<b>Target Completion After Award</b>
<b>1. First Conference Call</b>	<b>One Week</b>
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
<b>2. Executed Legal Documents</b>	<b>One Week</b>
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
<b>3. Program Contact Requirements</b>	<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
<b>4. Second Conference Call</b>	<b>Two Weeks</b>
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
<b>5. Marketing Kick Off Call</b>	<b>Two Weeks</b>
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
<b>6. Initial NAM &amp; Staff Training Meetings</b>	<b>Three Weeks</b>
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
<b>7. Senior Management Meeting</b>	<b>Four Weeks</b>
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
<b>8. Review Top Joint Target Opportunities</b>	<b>Five Weeks</b>
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
<b>9. Web Development</b>	
Initiate E-Commerce Conversation	<b>Two Weeks</b>
Product Upload to U.S. Communities site	<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>	
Program Manager briefing - Coordinate with NAM	<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM	<b>Three Weeks</b>
Initiate contact with Advisory Board (AB) members	<b>Six Weeks</b>
Determine PM & Local Metro teams strategy sessions	<b>Six Weeks</b>
<b>11. Marketing – see marketing deliverables checklist as reviewed with marketing contact</b>	<b>Eight Weeks</b>
<b>12. Agency Webinars</b>	<b>Post Launch</b>

**2. INTRODUCTION**

**2.1 Objective**

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies (“PPAs”) to determine which Company and Proposed Solution will best meet the City’s needs for providing the Products and Services as requested in this RFP.

**2.2 Definitions**

As used in this RFP, the following terms shall have the meanings set forth below:

*Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

*Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.

*Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.

*Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.

*Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.

*City:* Refers to the City of Charlotte, North Carolina.

*Company:* During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.

*Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Project.

*Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

*Deliverables:* Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.

*Documentation:* Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.

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<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials

## Section 2 Introduction and General Information

and by-Products generated from, and commonly reused within, an original manufacturing process.

<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Equipment Rentals and Related Products and Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Women Business Enterprise (WBE):</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

### 2.3 Accuracy of RFP and Related Documents



## **Section 2**

### **Introduction and General Information**

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

#### **2.4 City's Rights and Options**

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 2.4.1** To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 2.4.2** To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 2.4.3** To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 2.4.4** To waive any defect or irregularity in any Proposal received;
- 2.4.5** To reject any or all Proposals;
- 2.4.6** To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 2.4.7** To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 2.4.8** To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 2.4.9** To terminate discussions and negotiations with any Company at any time and for any reason.

#### **2.5 Expense of Submittal Preparation**

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

#### **2.6 Proposal Conditions**

The following terms are applicable to this RFP and the Company's Proposal.

- 2.6.1** RFP Not An Offer

## **Section 2**

### **Introduction and General Information**

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

#### **2.6.2 Trade Secrets and Personal Identification Information /Confidentiality**

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as “trade secret” information under N.C. Gen. Stat. § 66-152 et seq. (“Trade Secrets”) or (2) “personal identification information” protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver’s license numbers (“Personal Identification Information” or “PII”). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either “Personal Identification Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

#### **2.6.3 Amendments to RFP**

If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at [www.ips.state.nc.us](http://www.ips.state.nc.us), and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2018-047. Companies are required to acknowledge receipt of each

## Section 2 Introduction and General Information

addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

### 2.6.4 Proposal Terms Firm and Irreversible

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

### 2.6.5 Proposal Binding for 180 Days

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

### 2.6.6 Charlotte Business INclusion Program

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Companies responding to this RFQ are required to provide an MWSBE Participation Plan (Section 6, Form 5), describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

## Section 2 Introduction and General Information

**This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually:** The total work performed by MWSBEs in the aggregate.

You are highly encouraged to consider any and all possibilities for MWSBE participation. A complete list of City certified SBEs and City registered MWBEs is available at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com). Please note, when identifying MBEs for inclusion towards the established MBE Goal, only HUB certified **Aggregate MWSBE Goal 10%**: The total work performed by MWSBEs in the aggregate.

### 2.6.7 Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

### 2.6.8 Equal Opportunity

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

### 2.6.9 Use of City's Name.

No advertising, sales promotion or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

### 2.6.10 Withdrawal for Modification of Proposals

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

### 2.6.11 No Bribery

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

### 2.6.12 Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition,

**Section 2**  
**Introduction and General Information**

specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

**2.6.13 Fair Trade Certifications**

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

**2.6.14 Companies' Obligation to Fully Inform Themselves**

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

**2.6.15 Environmentally Preferable Purchasing**

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

**Section 3**  
**Procurement Process**

**3 PROCUREMENT PROCESS**

This Section 3 contains information about the procurement process for this Project.

**3.1 Schedule and Process**

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
May 22, 2018	<i>Issuance of RFP.</i> The City issues this RFP.
June 1, 2018	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
June 1, 2018	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
June 6, 2018	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 1:00 p.m.
June 8, 2018	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m.
June 26, 2018	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9 <sup>th</sup> Floor.
July 24-26, 2018	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
September 10, 2018	<i>Contract Award by Charlotte City Council.</i>
January 1, 2019	<i>Services commence.</i> Company begins providing the Services.

**3.2 Intent to Propose**

Please acknowledge receipt of this RFP via facsimile by **June 1, 2018** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm’s intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

**3.3 Interpretations and Addenda**

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.

## Section 3 Procurement Process

Karen Ewing, Deputy Chief Procurement Officer  
City of Charlotte  
Procurement Management  
600 East 4<sup>th</sup> Street, CMGC 9<sup>th</sup> Floor  
Charlotte, NC 28202  
RFP # 269-2018-047  
Fax: 704-632-8254  
E-mail: [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov)

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on June 1, 2018**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at [www.ips.state.nc.us](http://www.ips.state.nc.us), and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>, RFP# 269-2018-047. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

### 3.4 Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be conducted on **June 6, 2018, at 1:00 p.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2<sup>nd</sup> Floor Conference Room #280 or via teleconference at 704-432-5483.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

### 3.5 Submission of Proposals

Proposals must be in the format specified in Section 5 of this RFP. Two (2) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **JUNE 26, 2018 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

**Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as Confidential/Trade Secret, may be searched and thoroughly inspected prior to**

## **Section 3**

### **Procurement Process**

**admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.**

Do not arrive at the Charlotte-Mecklenburg Government Center on the Proposal due date for the purposes of reviewing your competitors' Proposals. **The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.** All Proposals will be time-stamped upon receipt and held in a secure place until opening.

#### **3.6 Correction of Errors**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

#### **3.7 Evaluation**

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

#### **3.8 Proposal Evaluation Criteria**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.
2. Relevant Qualifications and Experience.



## **Section 3 Procurement Process**

3. National/Corporate Support (including response to all U.S. Communities requirements and inclusion of signed, unaltered Administration Agreement).
4. Range and quality of Products and Services offerings including technological advances, and value added related Services.
5. Proposed Approach and Proposed Solution (including lease/purchase options).
6. Pricing.
7. Financial Qualifications.
8. MWBE, and other factors specified in this Request for Proposals.
9. References.

### **3.9 Qualifications and Experience**

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

### **3.10 National/Corporate Support**

Companies will be evaluated based on their completed supplier qualifications, company history, national company capabilities and responses to all U.S. Communities requirements included in the RFP.

### **3.11 Product and Services Offering**

Proposals will be evaluated on the selection of Rental Equipment and Services they offer to the City and Participating Public Agencies with turnkey solutions to meet the various needs of all agencies.

### **3.12 Project Approach / Proposed Solution**

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

### **3.13 Pricing**

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

### **3.14 MWSBE Subcontractor Utilization**

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

**This Project has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually.** MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

### **3.15 Acceptance of the Terms of the Contract**

## **Section 3**

### **Procurement Process**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

#### **3.16 Contract Award by City Council**

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

#### **3.17 Vendor Inclusion**

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

## **4 SCOPE OF SERVICES**

### **4.1 General Scope**

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Rental Equipment and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency). The Proposer agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

### **4.2 Product Standards and Service Level Requirements**

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

**4.2.1** Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the Participating Public Agency during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.

**4.2.2** At the time the Participating Public Agency takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a Participating Public Agency without the signed receipt of acceptance of the equipment.

**4.2.3** The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.

**4.2.4** At the time of any rental of equipment under the terms of the resulting Contract, Participating Public Agency representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. Participating Public Agency representatives accepting equipment will not be authorized to obligate or bind the respective

## Section 4 Scope of Services

agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

### 4.3 **Optional Lease and/or Purchase of Equipment**

Proposals may include options for the lease and/or purchase of a variety of types of equipment. Lease offerings may include lease only and/or lease with the option to purchase. Purchase of equipment may include new or used equipment and any financing options that may be offered by the Company to a PPA.

**4.3.1 Leased equipment:** Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design.

Supplier will not be responsible for maintenance or routine repairs. At the time the PPA takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the PPA will review the equipment condition at point of delivery as well as point of return. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

**4.3.2 Lease or Purchase of New Equipment:** All lease or purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

**4.3.3 Lease or Purchase of Used Equipment:** All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the Participating Public Agency making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

### 4.4 **Pricing**

Proposers must submit a fixed percentage discount off the Company's most current published price list, or other objectively verifiable index, for all Products and Services offered by the Company. The discount percentages offered will apply to the entire Products line (all brands) for each category listed in **Attachment 1 – Discount by Category (first tab)**. Multiple discount levels on various brands or pieces of equipment are acceptable as long as they are clearly noted in the response. Discounts shall be firm for the life of the Contract.

1. All published price lists or other verifiable index must be identified and a copy provided to the City within 24 hours upon request.

## Section 4 Scope of Services

2. Pricing sheets must be submitted in **Excel format** on a flash drive. To obtain an electronic copy of the Pricing sheets (Discounts, Additional Charges, and Market Basket) please email Karen Ewing at [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov). A hard copy of the pricing sheets must also be submitted with the “Original” copy of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your proposal being deemed non-responsive.**
  - 4.4.1 **Rental:** Companies must submit a discount by category from published/book rate in **Attachment 1- Discount by Category (first tab)**. Proposers should, also, provide their published rates for rental equipment on a daily, weekly and monthly basis. Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.
  - 4.4.2 **Volume Discounts:** Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included in **Attachment 1 – Discount by Category (first tab)**.
  - 4.4.3 **National Market Basket**  
For price comparison purposes and verification of discounts offered, Proposals must include unit prices for all items provided as **Attachment 1 – National Market Basket (third tab)**. Companies should not consider the Attachment as “core” or high volume items and quantities provided are for evaluation purposes only. Quantities show in the National Market Basket are estimates only and are not guaranteed.
  - 4.4.4 **Lease:** Equipment shall be provided on a monthly basis for a specified term. The Company shall state the various terms (6 month, 12 month, 18 month, 24 month, 36 month, 48 month, etc.) available to PPA and the associated monthly rates. Supplier shall also include in its proposal the costs for PPA’s seeking a lease to purchase option. The lease pricing structure and format shall be left up to the proposing Company to determine, but must be clearly defined and included on **Attachment 1 – Lease Pricing (fourth tab)**.
  - 4.4.5 **Purchase:** Supplier shall provide a discount off of a catalog, published retail list or manufacturer’s list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.
  - 4.4.6 **Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies.
  - 4.4.7 **Additional Fees**  
Proposals must include prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:
    1. Company must specify all delivery, setup, pickup and related fees.
    2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

### 4.5 Price Adjustments.

**All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019).** Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All

## **Section 4**

### **Scope of Services**

requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

#### **4.6 Environmental Purchasing Requirements**

Each Manufacturer must provide documentation of their respective company's environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

#### **4.7 New Products and Services**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

#### **4.8 Emergency Response**

Proposal responses must outline their Emergency Response Procedure in case of a natural disaster or emergency situation. Participating Public Agencies may need to rent, lease or purchase equipment during or just after any emergency situation and it is important to provide a detailed outline of the process that clearly states any varied rates in the event of an emergency or natural disaster.

#### **4.9 Training**

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

#### **4.10 Installation**

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

#### **4.11 Safety**

All Companies and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### **4.12 Warranty**

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date.
3. Life expectancy of equipment under normal use.

**Section 4**  
**Scope of Services**

4. Detailed information as to proposed return policy on all equipment.

**4.13 Delivery**

Company will be responsible for the delivery, setup and pickup of all equipment at no additional charge to the City or Participating Public Agencies. Timely delivery is important to the City and Participating Public Agencies. The Proposal must include the Company's capabilities to deliver as needed and their willingness to work with each PPA to assure their individual requirements are met.

**4.14 Optional Work**

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

**4.15 Reports**

Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

**4.16 References**

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

**4.17 Prevailing Wages**

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

## Section 5 Proposal Content and Format

### 5 PROPOSAL CONTENT AND FORMAT

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

**Proposals must also include two (2) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.**

#### 5.1.1 Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

#### 5.1.2 Executive Summary

The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

#### 5.1.3 Required Forms

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and Attachment 1.

#### 5.1.4 U.S. Communities Requirements

To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

#### 5.1.5 Exceptions to the RFP

Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.



## **Section 5**

### **Proposal Content and Format**

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A (“Sample Terms”). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City’s evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company’s Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City’s best interest to do so.

**REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT**

**Request For Proposal # 269-2018-047**

**Equipment Rentals and Related Products and Services**

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2018-047, Equipment Rentals and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **June 1, 2018**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing  
Deputy Chief Procurement Officer  
Procurement Management  
Fax: 704.632.8254  
Email: [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov)

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Please check the appropriate space below and provide the requested information:

\_\_\_\_\_ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: \_\_\_\_\_

\_\_\_\_\_ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: \_\_\_\_\_

**REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

<b>ADDENDUM #:</b>	<b>DATE ADDENDUM DOWNLOADED:</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

This Proposal is submitted by:

Company Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
(Area Code) Telephone Number

Facsimile: \_\_\_\_\_  
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.
4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer

**Section 6  
Required Forms**

discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Proposal: \_\_\_\_\_

Not include any exceptions to the Sample Terms.

**Representative (signed):** \_\_\_\_\_

**REQUIRED FORM 4 - PRICING WORKSHEET  
RFP # 269-2018-047  
Equipment Rentals and Related Products and Services**

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP and in compliance with Section 4.4. Pricing. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

## **Refer to Section 4.4 and Attachment 1**

**Attachment 1 must be completed to include:**

- Tab 1: Discounts by Category
- Tab 2: Additional Charges
- Tab 3: Market Basket
- Tab 4: Lease Pricing
- Tab 5: Purchase Option Pricing

Proposal must include electronic copies (on two separate flash drives) of the Company's entire proposal, including Attachment 1, all required forms, and a verifiable published price list (refer to Section 4.4) which is widely distributed to the marketplace, or other product literature which describes all the products being offered and.

A hard copy of the pricing sheets must also be submitted with the two (2) required "Original" copies of the Proposal response. Companies shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your proposal being deemed non-responsive.**



**REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

Please indicate if **your company** is any of the following:

\_\_\_ MBE    \_\_\_ WBE    \_\_\_ SBE

<b>List Information for Each MWSBE to be Utilized on this Project:</b>	
<i>Copy this form as needed to list all MWSBEs.</i>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	

**Section 6  
Required Forms**

<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	
<b>Firm Name</b>	
<b>Work to be Performed</b>	
<b>Dollar Amount</b>	

**Company Name:** \_\_\_\_\_

**Representative (signed):** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative Name



**Section 6  
Required Forms**

**REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE**

**RFP # 269-2018-047**

**Equipment Rentals and Related Products and Services**

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

**Required form 7 – References  
RFP # 269-2018-047  
Equipment Rentals and Related Products and Services**

Companies shall complete the form below. The City’s preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company’s performance are adequate.

<b>Reference 1</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 2</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 3</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 4</b>	
Company Name	
Contact Name	
Phone Number	
<b>Reference 5</b>	
Company Name	
Contact Name	
Phone Number	

**REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION**

**RFP #269-2018-047 Equipment Rentals and Related Products and Services**

All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUIRED FORM 9 – DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS**

The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively “Principals”):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

**Option 1: I certify to all of the above statements.**

**COMPANY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

**COMPANY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(signature)

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

**Section 7**  
**Required U.S. Communities Information**

**COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES \_\_\_ NO \_\_\_
- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES \_\_\_ \*NO \_\_\_  
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:  
\_\_\_ Sales between \$0 and \$25,000,000  
\_\_\_ Sales between \$25,000,001 and \$50,000,000  
\_\_\_ Sales between \$50,000,001 and \$100,000,000  
\_\_\_ Sales greater than \$100,000,001
- E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?  
YES \_\_\_ NO \_\_\_
- F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES \_\_\_ NO \_\_\_
- G. Will your company commit to the implementation schedule in Section 1?  
YES \_\_\_ NO \_\_\_
- H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?  
YES \_\_\_ NO \_\_\_

---

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**SUPPLIER INFORMATION**

Please respond to the following requests for information about your company:

**National Commitments**

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 1.5.

**Company Overview**

1. Provide the total number and location of sales persons employed by your company in the United States.

***Example:***

<b>NUMBER OF SALES REPRESENTATIVES</b>	<b>CITY</b>	<b>STATE</b>
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
<b>Total: 366</b>		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Explain how your company will educate its sales force about the Master Agreement.
4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

**Section 7**  
**Required U.S. Communities Information**

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b><i>Total Supplier Sales</i></b>			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017</b>			
<b>Segment</b>	<b>2015 Sales</b>	<b>2016 Sales</b>	<b>2017 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b><i>Total Supplier Sales</i></b>			

6. Provide a list of your company's ten largest public agency customers, including contact information.
7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

**Order Processing and Distribution**

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.
2. In what formats do you accept orders (telephone, ecommerce, etc.)?
3. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

## Section 7 Required U.S. Communities Information

4. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
5. Describe how your company proposes to distribute the Products and Services nationwide.
6. Identify all other companies that will be involved in processing, handling or shipping the Products and Services to the end user.
7. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).
8. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
9. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically.
  - b. Provide detail on your company's ability to integrate with a public agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.
10. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
  - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

### **Marketing and Sales**

1. Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:



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**Required U.S. Communities Information**

\$\_\_\_\_\_.00 in year one  
 \$\_\_\_\_\_.00 in year two  
 \$\_\_\_\_\_.00 in year three

**National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:


3. Provide an organizational chart of your company.
4. Submit a bio for each of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager;
  - b. Each person that will have primary responsibility for U.S. Communities account management; and

## Section 7 Required U.S. Communities Information

- c. Key executive personnel that will be supporting the program.

### **Products, Services and Solutions**

1. Provide a description of how your offering meets the requirements set forth in Section Four of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.
2. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
3. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.
4. Please describe any emergency response programs or services you offer to Public Agencies.
5. Please describe any fleet management programs or products you offer to Public Agencies.

### **Environmental**

1. Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
3. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

### **Financial Statements**

1. Submit your latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period.

### **Additional Information**

Please use this opportunity to describe any other offerings your organization can provide that you feel will give additional value and benefit to Participating Public Agencies.

**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of \_\_\_\_\_, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and \_\_\_\_\_ (“Supplier”).

**RECITALS**

WHEREAS, \_\_\_\_\_ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. \_\_\_\_\_, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of \_\_\_\_\_ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

**ARTICLE I**

**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights,

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privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

**ARTICLE II**

**TERM OF AGREEMENT**

2.1 This Agreement is effective as of \_\_\_\_\_ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

**ARTICLE III**

**REPRESENTATIONS AND COVENANTS**

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States

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Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier’s staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier’s U.S. Communities program and linked to U.S. Communities’ website and shall implement and support such web page.

## Section 7 Required U.S. Communities Information

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or

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requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) Sales Commitment. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads

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identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.



## Section 7 Required U.S. Communities Information

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

### ARTICLE IV

#### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public

## Section 7

### Required U.S. Communities Information

Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

#### ARTICLE V

#### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

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### Required U.S. Communities Information

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

## ARTICLE VI

### MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.



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and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

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IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Supplier:

\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

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**ATTACHMENT B**

**SALES REPORT FORMAT**

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Yes	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID    Agency Type Description													
10    K-12													
11    Community College													
12    College and University													
20    City													
21    City Special District													
22    Consolidated City/County													
30    County													
31    County Special District													
40    Federal													
41    Crown Corporations													
50    Housing Authority													
80    State Agency													
81    Independent Special District													
82    Non-Profit													
84    Other													



U.S. COMMUNITIES ADDITIONAL PROVISIONS

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public

**Section 8**  
**U.S. Communities Additional Provisions**

Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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**U.S. Communities Additional Provisions**

**STATE NOTICE ADDENDUM**

**Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:**

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

**All 50 states in the United States of America:**

	Kentucky	Ohio
	Louisiana	Oklahoma
Alabama	Maine	Oregon
Alaska	Maryland	Pennsylvania
Arizona	Massachusetts	Rhode Island
Arkansas	Michigan	South Carolina
California	Minnesota	South Dakota
Colorado	Mississippi	Tennessee
Connecticut	Missouri	Texas
Delaware	Montana	Utah
Florida	Nebraska	Vermont
Georgia	Nevada	Virginia
Hawaii	New Hampshire	Washington
Idaho	New Jersey	West Virginia
Illinois	New Mexico	Wisconsin
Indiana	New York	Wyoming
Iowa	North Carolina	
Kansas	North Dakota	

<b>Agency Name</b>	<b>State</b>		
		KE KULA O S. M. KAMAKAU	HI
Malama Honua Public Charter School	HI	KAMEHAMEHA SCHOOLS	HI
ST JOHN THE BAPTIST	HI	HANAHAU`OLI SCHOOL	HI
Waimanalo Elementary and Intermediate School	HI	KIHEI CHARTER SCHOOL	HI
Kailua High School	HI	EMMANUAL LUTHERAN SCHOOL	HI
PACIFIC BUDDHIST ACADEMY	HI	KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
HAWAII TECHNOLOGY ACADEMY	HI	School Lunch Program	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	Ewa Makai Middle School	HI
MARYKNOLL SCHOOL	HI	Variety School of Hawaii	HI
ISLAND SCHOOL	HI	Our Savior Lutheran School	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	Maui Police Department	HI
		BOARD OF WATER SUPPLY	HI
		MAUI COUNTY COUNCIL	HI

**Section 8**  
**U.S. Communities Additional Provisions**

Kauai County Council	HI	MAUI ECONOMIC DEVELOPMENT	
Honolulu Fire Department	HI	BOARD	HI
COUNTY OF MAUI	HI	NETWORK ENTERPRISES, INC.	HI
DEPARTMENT OF EDUCATION	HI	HONOLULU HABITAT FOR HUMANITY	HI
Lanai Community Health Center	HI	ALOHACARE	HI
Maui High Band Booster Club	HI	ORI ANUENUE HALE, INC.	HI
Big Brothers Big Sisters	HI	IUPAT, DISTRICT COUNCIL 50	HI
Tri-Isle Resource Conservation and Development District	HI	GOODWILL INDUSTRIES OF HAWAII, INC.	HI
Manoa Heritage Center	HI	HAROLD K.L. CASTLE FOUNDATION	HI
Olanur	HI	MAUI ECONOMIC OPPORTUNITY, INC.	HI
Kumulani Chapel	HI	EAH, INC.	HI
Chamber of Commerce Hawaii	HI	PARTNERS IN DEVELOPMENT	
Naalehu Assembly of God	HI	FOUNDATION	HI
outrigger canoe club	HI	HABITAT FOR HUMANITY MAUI	HI
One Kalakaua	HI	W. M. KECK OBSERVATORY	HI
Native Hawaiian Hospitality Association	HI	HAWAII EMPLOYERS COUNCIL	HI
Islands Hospice Inc	HI	HAWAII STATE FCU	HI
St. Theresa School	HI	MAUI COUNTY FCU	HI
Hawaii Peace and Justice	HI	PUNAHOU SCHOOL	HI
Kauai Youth Basketball Association	HI	YMCA OF HONOLULU	HI
NA HALE O MAUI	HI	EASTER SEALS HAWAII	HI
LEEWARD HABITAT FOR HUMANITY	HI	AMERICAN LUNG ASSOCIATION	HI
WAIANAЕ COMMUNITY OUTREACH	HI	Pohaha I Ka Lani	HI
NA LEI ALOHA FOUNDATION	HI	Hawaii Area Committee	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI	Tri-Isle RC&D	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI	Lanai Federal Credit Union	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI	Hawaii Bicycling League	HI
LANAKILA REHABILITATION CENTER INC.	HI	Aloha United Way	HI
POLYNESIAN CULTURAL CENTER	HI	Kipuka o Ke Ola	HI
CTR FOR CULTURAL AND TECH		READ TO ME INTERNATIONAL	
INTERCHNG BETW EAST AND WEST	HI	FOUNDATION	HI
BISHOP MUSEUM	HI	MAUI FAMILY YMCA	HI
ALCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	WAILUKU FEDERAL CREDIT UNION	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	ST. THERESA CHURCH	HI
		HALE MAHAOLU	HI
		West Maui Community Federal Credit Union	HI
		Hawaii Island Humane Society	HI
		Western Pacific Fisheries Council	HI
		Kama'aina Care Inc	HI
		International Archaeological Research Institute, Inc.	HI

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**U.S. Communities Additional Provisions**

Community Empowerment Resources	HI	Angels at Play Preschool &	
Tutu and Me Traveling Preschool	HI	Kindergarten	HI
First United Methodist Church	HI	Queen Emma Gardens AOA	HI
United Chinese Society	HI	FAMILY SUPPORT SERVICES OF WEST	
Haggai Institue	HI	HAWAII	HI
St. Francis Healthcare System	HI	Tetrahedron Sourcing	HI
AOAO Royal Capitol Plaza	HI	Honolulu Community College	HI
Kumpang Lanai	HI	COLLEGE OF THE MARSHALL ISLANDS	HI
Child and Family Service	HI	DOT Airports Division Hilo	
MARINE SURF WAIKIKI, INC.	HI	International Airport	HI
Hawaii Health Connector	HI	Judiciary - State of Hawaii	HI
Hawaii Carpenters Market Recovery Program Fund	HI	ADMIN. SERVICES OFFICE	HI
Maui Aids Foundation Inc	HI	SOH- JUDICIARY CONTRACTS AND PURCH	HI
Pukalani Baptist Church	HI	STATE DEPARTMENT OF DEFENSE	HI
Puu Heleakala Community Association	HI	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
Saint Louis School	HI	HAWAII HEALTH SYSTEMS CORPORATION	HI
Kailua Racquet Club, Ltd.	HI	HAWAII AGRICULTURE RESEARCH CENTER	HI
Homewise Inc.	HI	STATE OF HAWAII	HI
Hawaii Baptist Academy	HI	Third Judicial Circuit - State of Hawaii	HI
Kroc Center Hawaii	HI	State of Hawaii Department of Transportation	HI
Kupu	HI	Office of the Governor	HI
University of the Nations	HI	State of Hawaii-Department of Health-Disability & Communication Access	HI
ARGOSY UNIVERSITY	HI	State of Hawaii Department of Human Services	HI
HAWAII PACIFIC UNIVERSITY	HI	CITY AND COUNTY OF HONOLULU	HI
UNIVERSITY OF HAWAII AT MANOA	HI	Lanai Youth Center	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI	Silver Dolphin Bistro	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI	Commander, Navy Region Hawaii	HI
Kauai Community College	HI	US Navy	HI
University Clinical Research and Association	HI	Defense Information System Agency	HI
Hawaii Medical College	HI	84th Engineer Battalion	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Department of Veterans Affairs	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Third Judicial Circuit - State of Hawaii	HI
Hawaii Information Consortium	HI	State of Hawaii Department of Transportation	HI
Leeward Community Church	HI	Office of the Governor	HI
E Malama In Keiki O Lanai	HI		
Keawala'i Congregational Church	HI		
Lanai Community Hospital	HI		

**Section 8**  
**U.S. Communities Additional Provisions**

State of Hawaii-Department of Health- Disability & Communication Access	HI	Hoolehua	HI
State of Hawaii Department of Human Services	HI	Kaaawa	HI
CITY AND COUNTY OF HONOLULU	HI	Kahuku	HI
Lanai Youth Center	HI	Kahului	HI
Silver Dolphin Bistro	HI	Kailua	HI
Commander, Navy Region Hawaii	HI	Kailua Kona	HI
US Navy	HI	Kalaheo	HI
Defense Information System Agency	HI	Kalaupapa	HI
84th Engineer Battalion	HI	Kamuela	HI
Department of Veterans Affairs	HI	Kaneohe	HI
Hawaii County	HI	Kapaa	HI
Honolulu County	HI	Kapaa	HI
Kauai County	HI	Kapaau	HI
Maui County	HI	Kapolei	HI
Kalawao County	HI	Kaumakani	HI
Aiea	HI	Kaunakakai	HI
Anahola	HI	Kawela Bay	HI
Barbers Point N A S	HI	Keaau	HI
Camp H M Smith	HI	Kealakekua	HI
Captain Cook	HI	Kealia	HI
Eleele	HI	Keauhou	HI
Ewa Beach	HI	Kekaha	HI
Fort Shafter	HI	Kihei	HI
Haiku	HI	Kilauea	HI
Hakalau	HI	Koloa	HI
Haleiwa	HI	Kualapuu	HI
Hana	HI	Kula	HI
Hanalei	HI	Kunia	HI
Hanamaulu	HI	Kurtistown	HI
Hanapepe	HI	Lahaina	HI
Hauula	HI	Laie	HI
Hawaii National Park	HI	Lanai City	HI
Hawaiian Ocean View	HI	Laupahoehoe	HI
Hawi	HI	Lawai	HI
Hickam AFB	HI	Lihue	HI
Hilo	HI	M C B H Kaneohe Bay	HI
Holualoa	HI	Makawao	HI
Honaunau	HI	Makaweli	HI
Honokaa	HI	Maunaloa	HI
Honolulu	HI	Mililani	HI
Honomu	HI	Mountain View	HI
		Naalehu	HI
		Ninole	HI
		Ocean View	HI

**Section 8**  
**U.S. Communities Additional Provisions**

Ookala	HI	Windward Community College	HI
Paauhau	HI	Canby School District No 86	OR
Paauilo	HI	Central School District 13J (Polk	
Pahala	HI	County, Oregon)	OR
Pahoa	HI	Milton-Freewater Unified School	
Paia	HI	District No 7	OR
Papaaloo	HI	Scappoose Adventist School	OR
Papaikou	HI	COLUMBIA CHRISTIAN SCHOOL	OR
Pearl City	HI	Ontario School District 8C	OR
Pearl Harbor	HI	Trillium Charter School	OR
Pepeekeo	HI	Echo School District	OR
Princeville	HI	Warrenton Hammond School	OR
Pukalani	HI	Phoenix-Talent Schools	OR
Puunene	HI	Immanuel Lutheran School	OR
Schofield Barracks	HI	The Emerson School	OR
Tripler Army Medical Center	HI	Columbia Academy	OR
Volvano	HI	VALLEY CATHOLIC SCHL	OR
Wahiawa	HI	CROOK COUNTY SCHOOL DISTRICT	OR
Waialua	HI	CORBETT SCHL DIST #39	OR
Waianae	HI	Trinity Lutheran Church and School	OR
Waikoloa	HI	Bethel School District #52	OR
Wailuku	HI	OREGON CITY PUBLIC SCHL	OR
Waimanalo	HI	Ppmc Education Committee	OR
Waimea	HI	Stayton Christian School	OR
Waipahu	HI	South Columbia Family School	OR
Wake Island	HI	Sunrise Preschool	OR
Wheeler Army Airfield	HI	St. Therese Parish/School	OR
Brigham Young University - Hawaii	HI	PINE-EAGLE SCHOOL DISTRICT 061	OR
Chaminade University of Honolulu	HI	Portland YouthBuilders	OR
Hawaii Business College	HI	Wallowa County ESD	OR
Hawaii Pacific University	HI	Fern Ridge School District 28J	OR
Hawaii Technology Institute	HI	Knova Learning	OR
Heald College - Honolulu	HI	Jackson County School District No. 5	OR
Remington College - Honolulu Campus	HI	New Horizon Christian School	OR
University of Phoenix - Hawaii Campus	HI	MOLALLA RIVER ACADEMY	OR
Hawaii Community College	HI	HIGH DESERT EDUCATION SERVICE	
Honolulu Community College	HI	DISTRICT	OR
Kapiolani Community College	HI	St. Luke Catholic School	OR
Kauai Community College	HI	SOUTHWEST CHARTER SCHOOL	OR
Leeward Community College	HI	WHITEAKER MONTESSORI SCHOOL	OR
Maui Community College	HI	CASCADES ACADEMY OF CENTRAL	
University of Hawaii at Hilo	HI	OREGON	OR
University of Hawaii at Manoa	HI	NEAH-KAH-NIE DISTRICT NO.56	OR

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**U.S. Communities Additional Provisions**

INTER MOUNTAIN ESD	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
STANFIELD SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
LA GRANDE SCHOOL DISTRICT	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
DUFUR SCHOOL DISTRICT NO.29	OR	RAINIER SCHOOL DISTRICT	OR
hillsboro school district	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	MONROE SCHOOL DISTRICT NO.1J	OR
BEAVERTON SCHOOL DISTRICT	OR	CHILDPEACE MONTESSORI	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	HEAD START OF LANE COUNTY	OR
WILLAMINA SCHOOL DISTRICT	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Sheridan School District 48J	OR	ARCHBISHOP FRANCIS NORBERT	
THE CATLIN GABEL SCHOOL	OR	BLANCHET SCHOOL	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	MT.SCOTT LEARNING CENTERS	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	SEVEN PEAKS SCHOOL	OR
OUR LADY OF THE LAKE SCHOOL	OR	DE LA SALLE N CATHOLIC HS	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	MULTISENSORY LEARNING ACADEMY	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	MITCH CHARTER SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	REALMS CHARTER SCHOOL	OR
Santiam Canyon SD 129J	OR	BAKER SCHOOL DISTRICT 5-J	OR
WEST HILLS COMMUNITY CHURCH	OR	PHILOMATH SCHOOL DISTRICT	OR
BANKS SCHOOL DISTRICT	OR	CLACKAMAS EDUCATION SERVICE DISTRICT	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR	CANBY SCHOOL DISTRICT	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR	OREGON TRAIL SCHOOL DISTRICT NO.46	OR
HARNEY EDUCATION SERVICE DISTRICT	OR	WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR	MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR	ESTACADA SCHOOL DISTRICT NO.108	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR	GLADSTONE SCHOOL DISTRICT	OR
SILVER FALLS SCHOOL DISTRICT	OR	ASTORIA SCHOOL DISTRICT 1C	OR
St Helens School District	OR	SEASIDE SCHOOL DISTRICT 10	OR
DAYTON SCHOOL DISTRICT NO.8	OR	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
Amity School District 4-J	OR	VERNONIA SCHOOL DISTRICT 47J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR	SOUTH COAST EDUCATION SERVICE DISTRICT	OR
REEDSPORT SCHOOL DISTRICT	OR	COOS BAY SCHOOL DISTRICT NO.9	OR
FOREST GROVE SCHOOL DISTRICT	OR		



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**U.S. Communities Additional Provisions**

COOS BAY SCHOOL DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
NORTH BEND SCHOOL DISTRICT 13	OR	ONTARIO MIDDLE SCHOOL	OR
COQUILLE SCHOOL DISTRICT 8	OR	GERVAIS SCHOOL DIST. #1	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
BANDON SCHOOL DISTRICT	OR	JEFFERSON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
REDMOND SCHOOL DISTRICT	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	MORROW COUNTY SCHOOL DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR	MULTNOMAH EDUCATION SERVICE DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	CENTRAL SCHOOL DISTRICT 13J	OR
ELKTON SCHOOL DISTRICT NO.34	OR	St. Mary Catholic School	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	CROSSROADS CHRISTIAN SCHOOL	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	ST. ANTHONY SCHOOL	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	Pedee School	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	HERITAGE CHRISTIAN SCHOOL	OR
JACKSON CO SCHOOL DIST NO.9	OR	BEND-LA PINE SCHOOL DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	GLENDALE SCHOOL DISTRICT	OR
MEDFORD SCHOOL DISTRICT 549C	OR	LINCOLN COUNTY SCHOOL DISTRICT	OR
CULVER SCHOOL DISTRICT NO.	OR	PORTLAND PUBLIC SCHOOLS	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR	REYNOLDS SCHOOL DISTRICT	OR
GRANTS PASS SCHOOL DISTRICT 7	OR	CENTENNIAL SCHOOL DISTRICT	OR
LOST RIVER JR/SR HIGH SCHOOL	OR	NOBEL LEARNING COMMUNITIES	OR
KLAMATH FALLS CITY SCHOOLS	OR	St. Stephen's Academy	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR	McMinnville Adventist Christian School	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR	MARCOLA SCHL DIST	OR
CRESWELL SCHOOL DISTRICT	OR	Salem-Keizer 24J	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR	McKay High School	OR
LANE COUNTY SCHOOL DISTRICT 69	OR	Pine Eagle Charter School	OR
SIUSLAW SCHOOL DISTRICT	OR	Bend-La Pine Schools	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR	Waldo Middle School	OR
		OAKLAND SCHOOL DISTRICT 001	OR
		hermiston school district	OR
		Clear Creek Middle School	OR
		Marist High School	OR
		Victory Academy	OR
		Vale School District No. 84	OR
		St. Mary School	OR

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**U.S. Communities Additional Provisions**

Junction City High School	OR	ABIQUA SCHL	OR
Three Rivers School District	OR	Auxiliary services	OR
Fern Ridge School District	OR	Salem keizar school district	OR
JESUIT HIGH SCHL EXEC OFC	OR	Scio High School	OR
LASALLE HIGH SCHOOL	OR	Athena Weston School District 29RJ	OR
Southwest Christian School	OR	NW REGIONAL ESD-HILLSBORO	OR
Willamette Christian School	OR	Butte Falls School District	OR
Westside Christian High School	OR	Bend International School	OR
CS LEWIS ACADEMY	OR	Imbler School District #11	OR
Portland America School	OR	monument school	OR
Forest Hills Lutheran School	OR	PENDLETON SCHOOL DISTRICT #16R	OR
Mosier Community School	OR	Ohara Catholic School	OR
Koreducators Lep High	OR	MARCOLA SCHOOL DISTRICT 079J	OR
Warrenton Hammond School District	OR	LINN-BENTON-LINCOLN ESD	OR
Sutherlin School District	OR	Reynolds High School	OR
Malheur Elementary School District	OR	St. Paul School District	OR
Ontario School District	OR	Sabin-Schellenberg Technical Center	OR
Parkrose School District 3	OR	St Paul Parish School	OR
Riverdale School District 51J	OR	Joseph School District	OR
Tillamook School District	OR	EagleRidge High School	OR
Madeleine School	OR	Grant Community School	OR
Union School District	OR	Oak Hill School	OR
Helix School District	OR	Hope chinese charter	OR
Riddle School District	OR	Northwest Academy	OR
Helix School Dist #1 R	OR	Sunny Wolf Charter School	OR
Prospect School District	OR	MCKENZIE SCHOOL DISTRICT 068	OR
Ashbrook Independent School	OR	L'Etoiile French Immersion School	OR
Molalla River School District	OR	LA GRANDE SCHOOL DISTRICT 001	OR
Corvallis School District 509J	OR	FOSSIL SCHOOL DISTRICT 21J	OR
Falls City School District #57	OR	Marist Catholic High School	OR
Portland Christian Schools	OR	Springfield Public Schools	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR	Elgin school dist.	OR
Insight School of Oregon Painted Hills	OR	French American International School	OR
Deer Creek Elementary School	OR	PLEASANT HILL SCH DIST #1	OR
Yamhill Carlton School District	OR	Ukiah School District 80R	OR
COLTON SCHL DIST 53	OR	Lake Oswego Montessori School	OR
ASHLAND PUBLIC SCHLS	OR	North Powder Charter School	OR
HARRISBURG SCHL DIST	OR	Siletz Valley School	OR
CENTRAL CURRY SCHL DIST#1	OR	WINSTON-DILLARD SCHOOL DISTRICT 116	OR
BNAI BRITH CAMP	OR	ALLIANCE CHARTER ACADEMY	OR
OREGON FOOD BANK	OR	French American School	OR
HOSANNA CHRISTIAN SCHL	OR	Mastery Learning Institute	OR

**Section 8**  
**U.S. Communities Additional Provisions**

North Lake School District 14	OR	MORROW COUNTY	OR
Early College High School	OR	Mckenzie Personnel Services	OR
Klamath County Fire District No. 1	OR	Washington County Facilities & Park Services	OR
Washington County Consolidated Communications Agency	OR	Multnomah County Department of Community Justice	OR
GILLIAM COUNTY OREGON	OR	NORCOR Juvenile Detention	OR
UMATILLA COUNTY, OREGON	OR	Tillamook County Estuary Job Council	OR
LANE ELECTRIC COOPERATIVE	OR	BAKER CNTY GOVT	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	TILLAMOOK CNTY	OR
MULTNOMAH LAW LIBRARY	OR	CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
clackamas county	OR	Multnomah County Dept of County Assets	OR
CLATSOP COUNTY	OR	Wheeler County	OR
COLUMBIA COUNTY, OREGON	OR	Clackamas County Service District # 1/Tri-City Service District	OR
coos county	OR	Resource Connections of Oregon	OR
CROOK COUNTY ROAD DEPARTMENT	OR	Lane County Sheriff's Office	OR
CURRY COUNTY OREGON	OR	Clatsop County Sheriff's Office	OR
DESCHUTES COUNTY	OR	Harney County Community Corrections	OR
GILLIAM COUNTY	OR	Grant County Economic Development	OR
GRANT COUNTY, OREGON	OR	Baker County	OR
HARNEY COUNTY SHERIFFS OFFICE	OR	Josephine County Public Works	OR
HOOD RIVER COUNTY	OR	Clackamas County Juvenile Dept	OR
jackson county	OR	Columbia Basin Care Facility	OR
josephine county	OR	Clackamas County Disaster Management	OR
klamath county	OR	City of Seaside Police Department	OR
LANE COUNTY	OR	Best Care Treatment Center	OR
LINN COUNTY	OR	Boys & Girls Clubs of Emerald Valley	OR
MARION COUNTY , SALEM, OREGON	OR	MSB	OR
MULTNOMAH COUNTY	OR	Church of Christ	OR
SHERMAN COUNTY	OR	GWPMS	OR
WASCO COUNTY	OR	Operation Christmas	OR
YAMHILL COUNTY	OR	Dove Medical	OR
WALLOWA COUNTY	OR	Literary Expectations dba Moore Academy	OR
ASSOCIATION OF OREGON COUNTIES	OR	Love Thy Neighbor services	OR
NAMI LANE COUNTY	OR	Tamarack Aquatic Center	OR
BENTON COUNTY	OR	Seven Feathers Casino	OR
DOUGLAS COUNTY	OR	Direction Service, Inc.	OR
JEFFERSON COUNTY	OR		
LAKE COUNTY	OR		
LINCOLN COUNTY	OR		
POLK COUNTY	OR		
UNION COUNTY	OR		
WASHINGTON COUNTY	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

Oliver P Lent PTA	OR	Grande Ronde Model Watershed	
Kairos	OR	Foundation	OR
Willamette Valley Rehab Center	OR	Western Environmental Law Center	OR
St Paul Baptist Church	OR	Oregon District 7 Little League	OR
Long Tom Watershed Council	OR	Mercy Flights, Inc.	OR
San Martin Deporres Catholic Church	OR	Metropolitan Contractor Improvement	
Portland Parks Foundation	OR	Partnership	OR
Sweet Home United Methodist Church	OR	The Christian Church of Hillsboro	
Math Learning Center, The	OR	Oregonb	OR
Maranatha Church	OR	Congregation Neveh Shalom	OR
Cedar Hills Baptist Church	OR	My Fathers House	OR
Good Samaritan Ministries	OR	Step Forward Activities Inc	OR
New Hope Christain College	OR	HHoly Trinity Greek Orthodox	
Unitarian Universalist Church in Eugene	OR	Cathedral	OR
Emmanuel Bible Church	OR	MECOP Inc.	OR
Portland Community Media	OR	Workforce Northwest Inc	OR
La Pine Chamber of Commerce	OR	Lane Arts Council	OR
Stone Creek Christian Church	OR	Building Healthy Family	OR
Rogue Valley Youth Football	OR	Intergral Youth Services	OR
Bend Elks Lodge 1371	OR	Children Center At Trinity	OR
Friendly House, Inc.	OR	OUR SAVIOR'S LUTHERAN CHURCH	OR
Klamath Siskiyou Wildlands Center	OR	Beaverton Christians Church	OR
Grace Christian Fellowship	OR	Oregon Humanities	OR
Reliance eHealth Collaborative	OR	St. Pius X School	OR
Wild Rogue Youth Foundation, Inc.	OR	Community Connection of Northeast Oregon, Inc.	OR
Grants Pass Seventh-day Adventist Church	OR	St Mark Presbyterian Church	OR
Corvallis Waldorf School	OR	Living Opportunities, Inc.	OR
Farmworkers Housing Development Corporation	OR	Coos Art Museum	OR
World Forestry Center	OR	OETC	OR
Adapt	OR	Blanchet House of Hospitality	OR
Kid Time	OR	Garten Services Inc	OR
Oregon Farm Bureau	OR	Incite Incorporated	OR
Mt Emily Safe Center	OR	Merchants Exchange of Portland, Oregon	OR
Salem First Presbyterian Church	OR	Coalition for a Livable Future	OR
Rolling Hills Baptist Church	OR	West Salem United Methodist	OR
Baker Elks	OR	Rogue River Watershed Council	OR
Gates Community Church of Christ	OR	Central Oregon Visitors Association	OR
PIP Corps LLC	OR	Soroptimist International of Gold Beach, OR	OR
Turtle Ridge Wildlife Center	OR	Real Life Christian Church	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Milwaukie-Portland Lodge No.142		ENTERPRISE FOR EMPLOYMENT AND	
Benevolent and Protective Order of Elk	OR	EDUCATION	OR
Mainstage Theatre Company	OR	OMNIMEDIX INSTITUTE	OR
Dayton Christian Church	OR	PORTLAND BUSINESS ALLIANCE	OR
Delphian School	OR	GATEWAY TO COLLEGE NATIONAL	
AVON	OR	NETWORK	OR
EPUD-Emerald People's Utility District	OR	FOUNDATIONS FOR A BETTER OREGON	OR
Human Solutions, Inc.	OR	GOAL ONE COALITION	OR
The Wallace Medical Concern	OR	ATHENA LIBRARY FRIENDS	
Boys & Girls Club of Salem, Marion & Polk Counties	OR	ASSOCIATION	OR
		Coastal Family Health Center	OR
The Ross Ragland Theater and Cultural Center	OR	CENTER FOR COMMUNITY CHANGE	OR
		STAND FOR CHILDREN	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
		EAST SIDE FOURSQUARE CHURCH	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
		InventSuccess	OR
Cascade Health Solutions	OR	SHERIDAN JAPANESE SCHOOL	
Umpqua Community Health Center	OR	FOUNDATION	OR
ALZHEIMERS NETWORK OF OREGON	OR	The Blosser Center for Dyslexia	
NATIONAL WILD TURKEY FEDERATION	OR	Resources	OR
TILLAMOOK ESTUARIES PARTNERSHIP LIFEWORKS NW	OR	MOSAIC CHURCH	OR
		HOUSING AUTHORITY OF LINCOLN COUNTY	OR
Independent Development Enterprise Alliance	OR	RENEWABLE NORTHWEST PROJECT	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
HALFWAY HOUSE SERVICES, INC.	OR	CONSERVATION BIOLOGY INSTITUTE	OR
REDMOND PROFICIENCY ACADEMY	OR	THE NATIONAL ASSOCIATION OF	
OHSU FOUNDATION	OR	CREDIT MANAGEMENT-OREGON, INC.	OR
SHELTERCARE	OR	BLACHLY LANE ELECTRIC COOPERATIVE	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR	MORNING STAR MISSIONARY BAPTIST CHURCH	OR
PACIFIC INSTITUTES FOR RESEARCH	OR	NORTHWEST FOOD PROCESSORS	
Mental Health for Children, Inc.	OR	ASSOCIATION	OR
The Dreaming Zebra Foundation	OR	INDEPENDENT INSURANCE AGENTS	
LAUREL HILL CENTER	OR	AND BROKERS OF OREGON	OR
THE OREGON COMMUNITY FOUNDATION	OR	OREGON EDUCATION ASSOCIATION	OR
OCHIN	OR	HEARING AND SPEECH INSTITUTE INC	OR
WE CARE OREGON	OR	SALEM ELECTRIC	OR
SE WORKS	OR	MORRISON CHILD AND FAMILY SERVICES	OR
		JUNIOR ACHIEVEMENT	OR

**Section 8**  
**U.S. Communities Additional Provisions**

CENTRAL BIBLE CHURCH	OR	GRANT PARK CHURCH	OR
MID COLUMBIA MEDICAL CENTER- GREAT 'N SMALL	OR	ST. MARYS OF MEDFORD, INC.	OR
TRILLIUM FAMILY SERVICES, INC.	OR	US CONFERENCE OF MENONNITE	
YWCA SALEM	OR	BRETHREN CHURCHES	OR
PORTLAND ART MUSEUM	OR	FAITHFUL SAVIOR MINISTRIES	OR
SAINT JAMES CATHOLIC CHURCH	OR	OREGON CITY CHURCH OF THE	
SOUTHERN OREGON HUMANE SOCIETY	OR	NAZARENE	OR
VOLUNTEERS OF AMERICA OREGON	OR	OREGON COAST COMMUNITY ACTION	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	EDUCATION NORTHWEST	OR
METROPOLITAN FAMILY SERVICE	OR	COMMUNITY ACTION TEAM, INC.	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR	EUGENE SYMPHONY ASSOCIATION, INC.	OR
FIRST UNITARIAN CHURCH	OR	STAR OF HOPE ACTIVITY CENTER INC.	OR
ST. ANTHONY CHURCH	OR	SPARC ENTERPRISES	OR
Good Shepherd Medical Center	OR	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
Salem Academy	OR	SALEM ALLIANCE CHURCH	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR	Lane Council of Governments	OR
PORTLAND ADVENTIST ACADEMY	OR	FORD FAMILY FOUNDATION	OR
ST VINCENT DE PAUL	OR	TRAILS CLUB	OR
OUTSIDE IN	OR	NEWBERG FRIENDS CHURCH	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR	WOODBURN AREA CHAMBER OF COMMERCE	OR
WILLAMETTE VIEW INC.	OR	CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
PORTLAND HABILITATION CENTER, INC.	OR	CITY BIBLE CHURCH	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR	OREGON LIONS SIGHT & HEARING FOUNDATION	OR
ROSE VILLA, INC.	OR	PORTLAND WOMENS CRISIS LINE	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR	THE SALVATION ARMY - CASCADE DIVISION	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR	WILLAMETTE FAMILY	OR
ROGUE FEDERAL CREDIT UNION	OR	WHITE BIRD CLINIC	OR
Oregon Research Institute	OR	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
WILLAMETTE LUTHERAN HOMES, INC	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
LANE MEMORIAL BLOOD BANK	OR	HOUSING NORTHWEST	OR
PORTLAND JEWISH ACADEMY	OR	OREGON ENVIRONMENTAL COUNCIL	OR
LANECO FEDERAL CREDIT UNION	OR	MEALS ON WHEELS PEOPLE, INC.	OR
		FAITH CENTER	OR
		OREGON CHILD DEVELOPMENT COALITION	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Bob Belloni Ranch, Inc.	OR	PORT CITY DEVELOPMENT CENTER	OR
GOOD SHEPHERD COMMUNITIES	OR	VIRGINIA GARCIA MEMORIAL HEALTH	
SACRED HEART CATHOLIC DAUGHTERS	OR	CENTER	OR
HELP NOW! ADVOCACY CENTER	OR	CENTRAL CITY CONCERN	OR
TENAS ILLAHEE CHILDCARE CENTER	OR	CANBY FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR	EMERALD PUD	OR
LOOKING GLASS YOUTH AND FAMILY		VERMONT HILLS FAMILY LIFE CENTER	OR
SERVICES	OR	BENTON HOSPICE SERVICE	OR
SERENITY LANE	OR	INTERNATIONAL SOCIETY FOR	
EAST HILL CHURCH	OR	TECHNOLOGY IN EDUCATION	OR
LA GRANDE UNITED METHODIST		COMMUNITY CANCER CENTER	OR
CHURCH	OR	OPEN MEADOW ALTERNATIVE	
COAST REHABILITATION SERVICES	OR	SCHOOLS, INC.	OR
Edwards Center Inc	OR	CASCADIA BEHAVIORAL HEALTHCARE	OR
ALVORD-TAYLOR INDEPENDENT		WILD SALMON CENTER	OR
LIVING SERVICES	OR	BROAD BASE PROGRAMS INC.	OR
NEW HOPE COMMUNITY CHURCH	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
KLAMATH HOUSING AUTHORITY	OR	TRAINING EMPLOYMENT	
QUADRIPLIGICS UNITED AGAINST		CONSORTIUM	OR
DEPENDENCY, INC.	OR	RELEVANT LIFE CHURCH	OR
SPONSORS, INC.	OR	211INFO	OR
COLUMBIA COMMUNITY MENTAL		SONRISE CHURCH	OR
HEALTH	OR	LIVING WAY FELLOWSHIP	OR
ADDICTIONS RECOVERY CENTER, INC	OR	Women's Safety & Resource Center	OR
METRO HOME SAFETY REPAIR		SEXUAL ASSAULT RESOURCE CENTER	OR
PROGRAM	OR	IRCO	OR
OREGON SUPPORTED LIVING		NORTHWEST YOUTH CORPS	OR
PROGRAM	OR	TILLAMOOK CNTY WOMENS CRISIS	
SOUTH COAST HOSPICE, INC.	OR	CENTER	OR
ALLFOURONE/CRESTVIEW		SECURITY FIRST CHILD DEVELOPMENT	
CONFERENCE CTR.	OR	CENTER	OR
The International School	OR	CLASSROOM LAW PROJECT	OR
REBUILDING TOGETHER - PORTLAND		YOUTH GUIDANCE ASSOC.	OR
INC.	OR	PREGNANCY RESOUCCE CENTERS OF	
PENDLETON ACADEMIES	OR	GRETER PORTLAND	OR
PACIFIC FISHERY MANAGEMENT		ELMIRA CHURCH OF CHRIST	OR
COUNCIL	OR	JASPER MOUNTAIN	OR
DOGS FOR THE DEAF, INC.	OR	ACUMENTRA HEALTH	OR
PUBLIC DEFENDER SERVICES OF LANE		WORKSYSTEMS INC	OR
COUNTY, INC.	OR	COVENANT CHRISTIAN HOOD RIVER	OR
EMMAUS CHRISTIAN SCHOOL	OR	OREGON DONOR PROGRAM	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	NAMI OREGON	OR
SAINT CATHERINE OF SIENA CHURCH	OR	OLIVET BAPTIST CHURCH	OR

**Section 8**  
**U.S. Communities Additional Provisions**

SILVERTON AREA COMMUNITY AID	OR	NORTHWEST ENERGY EFFICIENCY	
CONFEDERATED TRIBES OF GRAND		ALLIANCE	OR
RONDE	OR	BONNEVILLE ENVIRONMENTAL	
NEIGHBORIMPACT	OR	FOUNDATION	OR
CATHOLIC COMMUNITY SERVICES	OR	SUMMIT VIEW COVENANT CHURCH	OR
NEW AVENUES FOR YOUTH INC	OR	SALMON-SAFE INC.	OR
LA CLINICA DEL CARINO FAMILY		BETHEL CHURCH OF GOD	OR
HEALTH CARE CENTER	OR	PROVIDENCE HOOD RIVER MEMORIAL	
DECISION SCIENCE RESEARCH		HOSPITAL	OR
INSTITUTE, INC.	OR	SAINT ANDREW NATIVITY SCHOOL	OR
WESTERN STATES CENTER	OR	BARLOW YOUTH FOOTBALL	OR
HIV ALLIANCE, INC	OR	SPOTLIGHT THEATRE OF PLEASANT	
PARTNERSHIPS IN COMMUNITY		HILL	OR
LIVING, INC.	OR	FAMILIES FIRST OF GRANT COUNTY,	
FANCONI ANEMIA RESEARCH FUND		INC.	OR
INC.	OR	TOUCHSTONE PARENT ORGANIZATION	OR
BLIND ENTERPRISES OF OREGON	OR	CANCER CARE RESOURCES	OR
OREGON BALLET THEATRE	OR	CASCADIA REGION GREEN BUILDING	
SMART	OR	COUNCIL	OR
All God's Children International	OR	SHERMAN DEVELOPMENT LEAGUE,	
FARMWORKER HOUSING DEV CORP	OR	INC.	OR
UMPQUA COMMUNITY		SCIENCEWORKS	OR
DEVELOPMENT CORPORATION	OR	WORD OF LIFE COMMUNITY CHURCH	OR
REGIONAL ARTS AND CULTURE		SOCIAL VENTURE PARTNERS	
COUNCIL	OR	PORTLAND	OR
THE EARLY EDUCATION PROGRAM,		OREGON PROGRESS FORUM	OR
INC.	OR	CENTER FOR RESEARCH TO PRACTICE	OR
MACDONALD CENTER	OR	WESTERN RIVERS CONSERVANCY	OR
EVERGREEN AVIATION MUSEUM AND		UNITED WAY OF THE COLUMBIA	
CAP. MICHAEL KING.	OR	WILLAMETTE	OR
SELF ENHANCEMENT INC.	OR	EUGENE BALLET COMPANY	OR
FRIENDS OF THE CHILDREN	OR	EAST WEST MINISTRIES	
SOUTH LANE FAMILY NURSERY DBA		INTERNATIONAL	OR
FAMILY RELIEF NURSE	OR	SISKIYOU INITIATIVE	OR
COMMUNITY VETERINARY CENTER	OR	EDUCATIONAL POLICY IMPROVEMENT	
PORTLAND SCHOOLS FOUNDATION	OR	CENTER	OR
SUSTAINABLE NORTHWEST	OR	North Pacific District of Foursquare	
OREGON DEATH WITH DIGNITY	OR	Churches	OR
BIRCH COMMUNITY SERVICES, INC.	OR	CATHOLIC CHARITIES	OR
BAY AREA FIRST STEP, INC.	OR	FIRST CHURCH OF THE NAZARENE	OR
OSLC COMMUNITY PROGRAMS	OR	WESTSIDE BAPTIST CHURCH	OR
EN AVANT, INC.	OR	Housing Development Center	OR
ASHLAND COMMUNITY HOSPITAL	OR	Hoodview Christian Church	OR



**Section 8**  
**U.S. Communities Additional Provisions**

Child Evangelism Fellowship	OR	Polk Soil and Water Conservation	
Little Promises Children's Program	OR	District	OR
UNION GOSPEL MISSION	OR	Street Ministry	OR
GRACE BAPTIST CHURCH	OR	La Grande Church of the Nazarene	OR
COMMUNITY ACTION ORGANIZATION	OR	Spruce Villa, Inc.	OR
OUTSIDE IN	OR	OREGON SCHOOL BOARDS	
MAKING MEMORIES BREAST CANCER		ASSOCIATION	OR
FOUNDATION, INC.	OR	House of Prayer for All Nations	OR
ELAW	OR	Sacred Heart Catholic Church	OR
COMMUNITY HEALTH CENTER, INC	OR	African American Health Coaliton, Inc.	OR
Greater Portland INC	OR	Happy Canyon Company	OR
Eugene Builders Exchange	OR	Village Home Education Resource	
Boys & Girls Club of Corvallis	OR	Center	OR
Southeast Uplift Neighborhood		Monet's Children's Circle	OR
Coalition	OR	Cascade Housing Association	OR
First United Presbyterian Church	OR	Dayspring Fellowship	OR
PDX Wildlife	OR	Northwest Habitat Institute	OR
Friends of the Opera House	OR	Winding Waters Medical Clinic	OR
Jackson-Josephine 4-C Council	OR	Sacred Heart-St Louis Parish	OR
North Coast Family Fellowship	OR	First Baptist Church	OR
P E C I	OR	The Nature Conservancy, Willamette	
Childswork Learning Center	OR	Valley Field Office	OR
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts		Portland Community Reinvestment	
Productions, Inc.	OR	Initiatives, Inc.	OR
Relief Nursery	OR	Christians As Family Advovates	OR
St. Mary's Episcopal Church	OR	GeerCrest Farm & Historical Society	OR
Viking Sal Senior Center	OR	College United Methodist Church	OR
Boys and Girls Club of the rogue valley	OR	The Collins Foundation	OR
Lincoln City Chamber of Commerce	OR	Prince of Peace Lutheran Church &	
DrupalCon Inc., DBA Drupal		School	OR
Association	OR	NEDCO	OR
Albany Partnership for Housing and		Salem Evangelical Church	OR
Community Development	OR	Wild Lilac Child Development	
SEED OF FAITH MINISTRIES	OR	Community	OR
Hermiston Christian Center & School	OR	Daystar Education, Inc.	OR
SALEM FREE CLINICS	OR	Oregon Social Learning Center	OR
Dress for Success Oregon	OR	Pain Society of Oregon	OR
Beaverton Rock Creek Foursquare		environmental law alliance worldwide	OR
Church	OR	Eugene Country Club	OR
St Paul Catholic Church	OR	Community in Action	OR
St Mary's Catholic School and Parish	OR	Willamette Valley Baptist Church	OR
		Curry County Habitat for Humanity	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Northwood Christian Church	OR	Sunny Oaks Inc	OR
Tuality Healthcare	OR	Hospice Center Bend La Pine	OR
Safe Harbors	OR	Westside Foursquare Church	OR
FIRST CHRISTIAN CHURCH	OR	Relief Nursery Inc	OR
Pacific Classical Ballet	OR	Morning Star Community Church	OR
Depaul Industries	OR	MULTNOMAH DEFENDERS INC	OR
African American Health Coalition	OR	Providence Health System	OR
Jesus Prayer Book	OR	Holy Trinity Catholic Church	OR
Coalition Of Community Health	OR	Holy Redeemer Catholic Church	OR
River Network	OR	Alliance Bible Church	OR
CCI Enterprises Inc	OR	CARE OREGON	OR
Oregon Nurses Association	OR	Mid Columbia Childrens Council	OR
GOODWILL INDUSTRIES OF THE		HUMANE SOCIETY OF REDMOND	OR
COLUMBIA WILLAMETTE	OR	Our Redeemer Lutheran Church	OR
Mount Angel Abbey	OR	Kbps Public Radio	OR
YMCA OF ASHLAND	OR	Skyball Salem Keizer Youth Bas	OR
YMCA OF COLUMBIA-WILLAMETTE		Open Technology Center	OR
ASSOCIATION SERVICES	OR	Grace Chapel	OR
Multnomah Law Library	OR	CHILDREN'S MUSEUM 2ND	OR
Friends Of Tryon Creek State P	OR	Solid Rock	OR
Ontrack Inc.	OR	West Chehalem Friends Church	OR
Calvin Presbyterian Church	OR	Guide Dogs For The Blind	OR
HOLT INTL CHILD	OR	Aldersgate Camps and Retreats	OR
St John The Baptist Catholic	OR	St. Katherine's Catholic Church	OR
Portland Foursquare Church	OR	The Alliance NW of the Christian &	
Portland Christian Center	OR	Missionary Alliance	OR
Church Extension Plan	OR	Bags of Love	OR
Occu Afghanistan Relief Effort	OR	Grand View Baptist Church	OR
EUGENE FAMILY YMCA	OR	Green Electronics Council	OR
Christ The King Parish and School	OR	Scottish Rite	OR
Newberg Christian Church	OR	Western Wood Products Association	OR
First United Methodist Church	OR	Grace Baptist Church of St. Helens, Lil	
Zion Lutheran Church	OR	Learners Preschool	OR
Southwest Bible Church	OR	THE NEXT DOOR	OR
Community Works Inc	OR	NATIONAL PSORIASIS FOUNDATION	OR
Masonic Lodge Pearl 66	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Molalla Nazarene Church	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
Transition Projects, Inc	OR	OREGON REPERTORY SINGERS	OR
St Michaels Episcopal Church	OR	HIGHLAND HAVEN	OR
Saint Johns Catholich Church	OR	FAIR SHARE RESEARCH AND	
Community Learning Center	OR	EDUCATION FUND	OR
Old Mill Center for Children and Families	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR

**Section 8**  
**U.S. Communities Additional Provisions**

First Baptist Church of Enterprise	OR	Billy Webb Elks lodge #1050	OR
The Canby Center	OR	Silverton Senior Center	OR
REDMOND FIRE & RESCUE	OR	First Evangelical Presbyterian Church of Oregon City	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR	Joyful Servant Lutheran Church	OR
McKenzie Personnel Systems	OR	Sandy Seventh-day Adventist Church	OR
OSLC COMMUNITY PROGRAMS OCP	OR	Muddy Creek Charter School	OR
Oregon Nikkei Endowment	OR	A FAMILY FOR EVERY CHILD	OR
Grace Community Church	OR	PORT OF CASCADE LOCKS	OR
Eastern Oregon Alcoholism Foundation	OR	1000 FRIENDS OF OREGON	OR
Grantmakers for Education	OR	OREGON PEDIATRIC SOCIETY	OR
The Spiral Gallery	OR	NONPROFIT ASSOCIATION OF OREGON	OR
The ALS Association Oregon and SW Washington Chapter	OR	LUKE DORF INC	OR
Children's Relief Nursery	OR	FAMILY CARE INC	OR
Home Builders	OR	MEDICAL TEAMS INTL	OR
New Life Baptist Church	OR	Clean Slate Canine Rescue & Rehabilitation	OR
Feral Cat Awareness Team	OR	St. Martins Episcopal church	OR
Florence United Methodist Church	OR	Tower Theatre Foundation, Inc	OR
World of Speed	OR	Food for Lane County	OR
SW Community Health Center	OR	Clatsop Behavioral Healthcare	OR
Energy Trust of Oregon	OR	West Coast Haunters Convention	OR
St. Vincent de Paul Church	OR	columbia gorge discovery center and museum	OR
Fr. Bernard Youth Center	OR	NAMI of Washington County	OR
Oregon Psychoanalytic Center	OR	American Legion Aloha Post 104	OR
Store to Door	OR	The Dalles Art Association	OR
Oregon Translational Research and Development Insitute	OR	Temple Beth Israel	OR
Depaul Industries	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	Rose Haven	OR
SELCO Community Credit Union	OR	Dallas Church	OR
Prairie Baptist Church	OR	OREGON STATE UNIVERSITY	
North Coast Christian Church	OR	BOOKSTORE INC	OR
Union County Economic Development Corp.	OR	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Camelto Theatre Company	OR	FAIRFIELD BAPTIST CHURCH	OR
Camp Fire Columbia	OR	Sexual Assault Support Services	OR
TAKE III OUTREACH	OR	Neskowin Valley School	OR
Rolling Hills Community Church	OR	RON WILSON CENTER FOR EFFECTIVE	
Eugene Swim and Tennis Club	OR	LIVING INC	OR
Summa Institute	OR	St. Joseph Shelter	OR
Amani Center	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

The Inn Home for Boys, Inc.9138	OR	Consumers Power Inc.	OR
MCKENZIEWATERSHED COUNCIL	OR	A. C. Gilbert's Discovery Village	OR
Opportunity Connections	OR	First Lutheran Church of Astoria	OR
MENNONITE HOME OF ALBANY INC	OR	Fund For Christian Charity	OR
Oregon Technical Assistance Corporation	OR	Deer Meadow Assisted Living	OR
Oregon And Southern Idaho Laborers Employers Training School	OR	Oregon Laborers-Employer Administrative Fund, LLC	OR
New Life Fellowship Church of God	OR	Umpqua Basin Water Association	OR
Gladstone Senior Center	OR	Alpha Lambda House Corporation	OR
Education Travel & Culture, Inc.	OR	St John Fisher Catholic Church Portland	
Rural Development Initiatives	OR	Oregon	OR
Jason Lee Manor/UMRC	OR	Eugene Creative Care	OR
Jesus Pursuit Church	OR	VFW POST 4248	OR
YMCA of Marion and Polk Counties	OR	The Church of Christ of Latter Day Saints	OR
Urban Gleaners	OR	Cascade Height Public Charter School	
PacificSource Health	OR	PTA	OR
Faith Christian Fellowship	OR	G.O.B.H.I	OR
Brookings Elks Lodge	OR	Association of Oregon Corrections	
Tualatin Lacrosse Club	OR	EMployees, Inc.	OR
Tillamook Seventh Day Adventist Church	OR	A Jesus Church Family	OR
Oregon Jewish Community Foundation	OR	300 Main Inc	OR
East River Fellowship	OR	Southwestern Oregon Public Defender Services, Inc.	OR
Holy Family Academy	OR	Albertina Kerr Centers	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Dufur Christian Church	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	St. Matthew Catholic School	OR
Peace Lutheran Church	OR	Serendipity Center Inc	OR
Living Word Christian Center	OR	Yellowhawk Tribal Health	OR
Housing Authority of Douglas County	OR	CASA of Marion County	OR
Vietnamese Christian Community Church	OR	Oregoinans for Food & Shelter	OR
Forest Park Conservancy	OR	Westside Church of Christ Inc	OR
Friends for Animals	OR	Northwest Family Services	OR
Family Building Blocks	OR	Network Charter School	OR
Greenleaf Industries	OR	Ride Connecton	OR
Ananda Center at Laurelwood	OR	Parenting Now!	OR
Goodwill Industries of Lane and South Coast	OR	Christian Church of Woodburn	OR
RB Pamplin Corportaion	OR	Verde	OR
Agia Sophia Academy	OR	Native American Youth and Family Center Early College Academy	OR
Friends of Driftwood Library	OR	USO Northwest	OR
		Norkenzie Christian Church	OR
		Little Flower Development Center	OR

**Section 8**  
**U.S. Communities Additional Provisions**

TLO Farms	OR	National Christian Community	
Evergreen Wings and Waves	OR	Foundation	OR
Ascension Episcopal Parish	OR	Legal Aid Services of Oregon LITC	OR
Center for Family Development	OR	The Sunriver Owners Association	OR
West Salem Foursquare Church	OR	Willamette Valley Babe Ruth	OR
Good Samaritan Ministry	OR	Center For Continuous Improvement	OR
Grace Lutheran Church of Molalla	OR	Northwest Center for Alternatives to	
Trinity Lutheran	OR	Pesticides	OR
HOPE LUTHERAN CHURCH	OR	Junction City/Harrisburg/Monroe	
Mount Pisgah Arboretum	OR	Habitat for Humanity	OR
Redeemer Lutheran Church	OR	The Followers of Christ Church of	
Disjecta Contemporary Art Center	OR	Oregon City	OR
Korean Central Covenant Church of Eugene	OR	SEIU Local 49	OR
Yankton Baptist Church	OR	Emerald Media Group	OR
BioGift Anatomical	OR	West Hills Christian School	OR
Lower Columbia Estuary Partnership	OR	Trillium Sprigs	OR
Fur Footed Rescue, Inc.	OR	Smith Memorial Presbyterian Church	OR
Mt Hood Hospice	OR	Western Arts Alliance	OR
Oppportunity Foundation of central Oregon	OR	Youth Dynamics	OR
Constructing Hope	OR	Ashland Art Center	OR
Sprinkfield Elks #2145	OR	Apostolic Church of Jesus Christ	OR
Abuse Recovery Ministry & Services	OR	DOUGLAS FOREST PROTECTIVE	OR
Oasis Shelter Home	OR	Echo Theater Company	OR
ST HENRYS CHURCH	OR	Corvallis Caring Place	OR
Nehalem Bay House	OR	Oregon Lyme Disease Network	OR
UNITED METHODIST CHURCH	OR	Ecotrust	OR
p:ear	OR	SPECIAL MOBILITY SERVICES	OR
Health Share of Oregon	OR	Bethlehem Christian Pre-School	OR
St. Peter Catholic Church	OR	Historical Outreach Foundation	OR
Mid Willamette Valley Community Action	OR	Teras Interventions and Counseling Inc	OR
A Hope For Autism Foundation	OR	Brooklyn Primary PTO	OR
NW Sport Fishing	OR	Mountain View Academy	OR
Breast Friends	OR	Salem Area Chamber of Commerce	OR
ScienceWorks Museum	OR	First Congregational Chrch	OR
Willamette Neighborhood Housing Services	OR	OREGON STATE FAIR	OR
South Salem High Music Boosters	OR	Tri-County Chamber of Commerce Inc	OR
SEPTL Southeast Portland Tool Library	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Kids Unllimited Academy	OR	Center for Human Development	OR
Cappella Romana	OR	God's Storehouse Pantry	OR
		Clackamas River Trout Unlimited	OR
		SafeHaven Humane Society	OR
		Rainier Assembly of God	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Tilikum Center for Retreats and Outdoor Ministries	OR	Olive Plaza	OR
Washington Park Transportation Management Association	OR	Rogue Valley Humane Society	OR
Travel Lane County	OR	Willamette Carpenters Training Center, Inc	OR
Hinson Baptist Church	OR	Great Portland Bible	OR
Alvord Taylor	OR	College Possible	OR
EUGENE CHRISTIAN FELLOWSHIP	OR	Unithed Way	OR
Bridges to Change	OR	Community Energy Project	OR
Risen Records	OR	Bridgeport Community Chapel	OR
DePaul Treatment Centers, Inc.	OR	Oswego Lake Country Club	OR
Ministerio International Casa	OR	Urban League of Portland	OR
New Paradise Worship Center	OR	La Grande Foursquare Church	OR
Mission Increase Foundation	OR	Portland Oregon Visitors Association	OR
Curry Public Transit Inc	OR	Barter Union International	OR
THREE RIVERS CASINO	OR	Southern Oregon Project Hope	OR
Brookings Harbor Christian School	OR	Our United Villages	OR
Local 290	OR	Sunset Presbyterian Church	OR
Hope Church of The Assemblies of God Albany Oregon	OR	Youth M.O.V.E. Oregon	OR
Sherwood Community Friends Church	OR	Samaritan Health Services Inc.	OR
Bethesda Lutheran Church	OR	St. Mary's Church	OR
Legacy Mt. Hood Medical Center	OR	Santiam Assembly of God	OR
Adelante Mujeres	OR	CASCADES WEST FINANCIAL SERVICES	
Yamhill Community Care Organization	OR	IN	OR
Trinity United Methodist Church	OR	Kilchis House	OR
Portland Japanese Garden	OR	Calvary Assembly of God	OR
Ike Box Cafe	OR	Lake Grove Presbyterian Church	OR
The Madeleine Parish	OR	Grace Lutheran School	OR
The Tucker-Maxon Oral School	OR	Western Mennonite School	OR
Southwest Neighborhoods, Inc	OR	OEA CHOICE TRUST	OR
Wallowa Valley Center For Wellness	OR	American Tinnitus Association	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	Oregon Coast Aquarium, Inc.	OR
Joy Church Eugene	OR	HOPE POINT CHURCH	OR
Portland Yacht Club	OR	Unitus Community Credit Union	OR
League of Women Voters	OR	St John the Baptist Greek Orthodox Church	OR
Oregon & Southern Idaho District Council of Laborers'	OR	Parkinson's Resources of Oregon	OR
Portland Police Sunshine Division	OR	Oregon Independent Automobile Dealers Association	OR
Curry Health Network	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
United Way of Lane County	OR	St. Elizabeth Ann Seton Church	OR
The Lighthouse School	OR	St Andrews Presbyterian	OR

**Section 8**  
**U.S. Communities Additional Provisions**

Oregon Rural Electric Cooperative Association	OR	OSU Deschutes County Extension Service	OR
THE MILL CASINO	OR	Portland Actors Conservatory	OR
Gateway Prebyterian Church	OR	University Of Oregon Athletics Department	OR
Oregon Jewish Museum and Center for Holoacust Education	OR	Ecola Bible School	OR
Northwest Opening	OR	Tokyo Int'l University of America, Inc	OR
Oregon State University	OR	WARNERPACIFIC COLG	OR
Treasure Valley Community College	OR	Beta Omega Alumnae	OR
Institute of Technology	OR	Oregon Institute of Technology	OR
Unviersity of Oregon	OR	SOUTHERN OREGON UNIVERSITY	OR
OREGON UNIVERSITY SYSTEM	OR	EASTERN OREGON UNIVERSITY	OR
University of Western States	OR	Wilco Farmers	OR
GEORGE FOX UNIVERSITY	OR	Harvest Church	OR
LEWIS AND CLARK COLLEGE	OR	Society of American Foresters	OR
PACIFIC UNIVERSITY	OR	Clackamas River Water Providers	OR
REED COLLEGE	OR	eickhoff dev co inc	OR
WILLAMETTE UNIVERSITY	OR	Cornerstone Association Inc	OR
LINFIELD COLLEGE	OR	The Klamath Tribe	OR
MULTNOMAH BIBLE COLLEGE	OR	advocate care	OR
NORTHWEST CHRISTIAN COLLEGE	OR	Cannon Beach Fire	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR	Life Flight Network LLC	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR	OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
PORTLAND STATE UNIV.	OR	PENTAGON FEDERAL CREDIT UNION	OR
CLACKAMAS COMMUNITY COLLEGE	OR	SAIF CORPORATION	OR
MARYLHURST UNIVERSITY	OR	GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR	USAGENCIES CREDIT UNION	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR	PACIFIC CASCADE FEDERAL CREDIT UNION	OR
pacific u	OR	LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
UNIVERSITY OF OREGON	OR	GRANTS PASS MANAGEMENT SERVICES, DBA	OR
CONCORDIA UNIV	OR	SPIRIT WIRELESS	OR
Marylhurst University	OR	Kartini Clinic	OR
Corban College	OR	Astra	OR
NORTH MARION SCHL DIST	OR	Beit Hallel	OR
University of Oregon - Purchasing and Contracting Services	OR	Cvalco	OR
Oregon Center For Advanced T	OR	Elderhealth and Living	OR
UNIVERSITY OF PORTLAND	OR	OREGON CORRECTIONS ENTERPRISES	OR
		OREGON STATE HOSPITAL	OR

**Section 8**  
**U.S. Communities Additional Provisions**

OFFICE OF PUBLIC DEFENSE SERVICES	OR	PIONEER TELEPHONE COOPERATIVE	OR
Clatskanie People's Utility District	OR	Halsey-Shedd Fire District	OR
PIONEER COMMUNITY DEVELOPMENT	OR	Northwest Power and Conservation	
MARION COUNTY HEALTH DEPT	OR	Council	OR
Ricoh USA	OR	Oregon Funeral Directors Association	OR
Heartfelt Obstetrics & Gynecology	OR	Nez Perce Tribe	OR
Coquille Economic Development Corporation	OR	Obsidian Urgent Care, P.C.	OR
CITY/COUNTY INSURANCE SERVICE	OR	First Presbyterian Church of La Grande	OR
COMMUNITY CYCLING CENTER	OR	CONFLUENCE ENVIRONMENTAL CENTE	OR
Shangri La	OR	A&I Benefit Plan Administrators, Inc.	OR
Portland Impact	OR	K Churchill Estates	OR
Eagle Fern Camp	OR	CSC HEAD START	OR
KLAMATH FAMILY HEAD START	OR	NORTHWEST VINTAGE CAR AND	
RIVER CITY DANCERS	OR	MOTORCYCLE	OR
Oregon Permit Technical Association	OR	crescent grove cemetery	OR
KEIZER EAGLES AERIE 3895	OR	IONE HIGH SCHOOL	OR
Pgma/Cathie Bourne	OR	Port of Toledo	OR
Sunrise Water	OR	Roseburg Police Department	OR
Burns Paiute Tribe	OR	Molalla Rural Fire Protection District	OR
Oregon Public Broadcasting	OR	MONMOUTH - INDEPENDENCE	
La Grande Family Practice	OR	NETWORK	OR
Linn Benton Lincoln Educational Services District	OR	EUGENE WATER & ELECTRIC BOARD	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR	MALIN COMMUNITY PARK AND	
Ricoh USA	OR	RECREATION DISTRICT	OR
Sphere MD	OR	TILLAMOOK PEOPLES UTILITY DISTRICT	OR
BIENESTAR, INC.	OR	GLADSTONE POLICE DEPARTMENT	OR
MEDFORD WATER COMMISSION	OR	GOLD BEACH POLICE DEPARTMENT	OR
Solutins Yes	OR	THE NEWPORT PARK AND RECREATION	
sunrise water authority	OR	CENTER	OR
Mountain Valley Therapy	OR	RIVERGROVE WATER DISTRICT	OR
EAsern Oregon Trade and Event Center	OR	TUALATIN VALLEY FIRE & RESCUE	OR
Waste-Pro	OR	GASTON RURAL FIRE DEPARTMENT	OR
QUEEN OF PEACE SCHOOL	OR	CITY COUNTY INSURANCE SERVICES	OR
Columbia River Inter-tribal Fish Commission	OR	SOUTH SUBURBAN SANITARY DISTRICT	OR
NPKA	OR	SOUTH FORK WATER BOARD	OR
IBEW280	OR	SUNSET EMPIRE PARK AND	
Confederated Tribes of Warm Springs	OR	RECREATION	OR
Point West Credit Union	OR	SPRINGFIELD UTILITY BOARD	OR
Oregon State Credit Union	OR	Tillamook Urban Renewal Agency	OR
		Netarts Water District	OR
		OAK LODGE SANITARY DISTRICT	OR
		Boardman Rural Fire Protection District	OR



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**U.S. Communities Additional Provisions**

Tualatin Soil and Water Conservation District	OR	CLACKAMAS RIVER WATER	OR
Silverton Fire District	OR	NW POWER POOL	OR
Lewis and Clark Rural Fire Protection District	OR	Lowell Rural Fire Protection District	OR
Rainbow Water District	OR	TriMet Transit	OR
Illinois Valley Fire District	OR	Estacada Rural Fire District	OR
Clatskanie RFPD	OR	Keizer Fire District	OR
PORT OF TILLAMOOK BAY	OR	State Accident Insurance Fund Corporation	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR	Bend Metro Park & Recreation District	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR	Port of Hood River	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR	La Pine Park & Recreation District	OR
OAK LODGE WATER DISTRICT	OR	Brookings- HArbor School District 17c	OR
THE PORT OF PORTLAND	OR	Siuslaw Public Library District	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR	Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
TUALATIN VALLEY WATER DISTRICT	OR	Columbia River Fire & Rescue	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR	Fern Ridge Library District	OR
LANE EDUCATION SERVICE DISTRICT	OR	Bend Park and Recreation District	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	Port of Garibaldi	OR
PORT OF SIUSLAW	OR	Seal Rock Water District	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR	Rockwood Water P.U.D.	OR
PORT OF ST HELENS	OR	Gollux	OR
LANE TRANSIT DISTRICT	OR	Tillamook Fire District	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR	Tillamook County Transportation Dist	OR
HOODLAND FIRE DISTRICT NO.74	OR	Central Lincoln People's Utility District	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR	Jefferson Park and Recreation	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR	twvd	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	City of Monmouth / Public Works	OR
Banks Fire District #13	OR	McMinnville Police Department	OR
KLAMATH COUNTY 9-1-1	OR	Long Creek School District	OR
GLENDALE RURAL FIRE DISTRICT	OR	City of Salem Fire Department	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	City of Sublimity	OR
		City of Central Point Parks and Recreation	OR
		Gearhart Fire Department	OR
		Woodburn City Of	OR
		Brookings Fire / Rescue	OR
		City of Veneta	OR
		CITY OF DAMASCUS	OR
		Hermiston Fire & Emergency Svcs	OR
		CEDAR MILL COMMUNITY LIBRARY	OR
		CITY OF LAKE OSWEGO	OR

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**U.S. Communities Additional Provisions**

LEAGUE OF OREGON CITIES	OR	CITY OF SEASIDE	OR
CITY OF SANDY	OR	CITY OF SILVERTON	OR
CITY OF ASTORIA OREGON	OR	CITY OF STAYTON	OR
CITY OF BEAVERTON	OR	City of Troutdale	OR
CITY OF BOARDMAN	OR	CITY OF TUALATIN, OREGON	OR
CITY OF CANBY	OR	CITY OF WARRENTON	OR
CITY OF CANYONVILLE	OR	CITY OF WEST LINN/PARKS	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR	CITY OF WOODBURN	OR
CITY OF CLATSKANIE	OR	CITY OF TIGARD, OREGON	OR
CITY OF CONDON	OR	CITY OF AUMSVILLE	OR
CITY OF COOS BAY	OR	CITY OF PORT ORFORD	OR
CITY OF CORVALLIS	OR	CITY OF EAGLE POINT	OR
CITY OF CRESWELL	OR	CITY OF WOOD VILLAGE	OR
CITY OF ECHO	OR	St. Helens, City of	OR
CITY OF ESTACADA	OR	CITY OF WINSTON	OR
CITY OF EUGENE	OR	CITY OF COBURG	OR
CITY OF FAIRVIEW	OR	CITY OF NORTH PLAINS	OR
CITY OF GEARHART	OR	CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR	CITY OF YACHATS	OR
CITY OF GRANTS PASS	OR	FLORENCE AREA CHAMBER OF COMMERCE	OR
CITY OF GRESHAM	OR	PORTLAND DEVELOPMENT COMMISSION	OR
CITY OF HILLSBORO	OR	CITY OF CANNON BEACH OR	OR
CITY OF HOOD RIVER	OR	CITY OF ST. PAUL	OR
CITY OF JOHN DAY	OR	CITY OF ADAIR VILLAGE	OR
CITY OF KLAMATH FALLS	OR	CITY OF WILSONVILLE	OR
CITY OF LA GRANDE	OR	CITY OF HAPPY VALLEY	OR
CITY OF MALIN	OR	CITY OF SHADY COVE	OR
CITY OF MCMINNVILLE	OR	CITY OF LAKESIDE	OR
CITY OF HALSEY	OR	CITY OF MILLERSBURG	OR
CITY OF MEDFORD	OR	CITY OF GATES	OR
CITY OF MILL CITY	OR	KEIZER POLICE DEPARTMENT	OR
CITY OF MILWAUKIE	OR	CITY OF DUNDEE	OR
CITY OF MORO	OR	Pendleton Police Department	OR
CITY OF MOSIER	OR	CITY OF AURORA	OR
CITY OF NEWBERG	OR	THE CITY OF NEWPORT	OR
CITY OF OREGON CITY	OR	CITY OF ALBANY	OR
CITY OF PILOT ROCK	OR	CITY OF ASHLAND	OR
CITY OF POWERS	OR	CITY OF LEBANON	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF PORTLAND	OR
CITY OF REEDSPORT	OR	CITY OF SALEM	OR
CITY OF RIDDLE	OR	CITY OF SPRINGFIELD	OR
CITY OF SCAPPOOSE	OR		

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**U.S. Communities Additional Provisions**

METRO	OR	City of Pendleton Parks & Recreation	OR
CITY OF BURNS	OR	CITY OF HEPPNER	OR
CITY OF COTTAGE GROVE	OR	CITY OF HERMISTON	OR
CITY OF DALLAS	OR	CITY OF SWEETHOME	OR
CITY OF FALLS CITY	OR	CITY OF THE DALLES	OR
CITY OF PHOENIX	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF PRAIRIE CITY	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF REDMOND	OR	STAYTON FIRE DISTRICT	OR
CITY OF SHERWOOD	OR	Lake County Chamber of Commerce	
City of junction city	OR	Inc	OR
City of Florence	OR	City of Talent	OR
Columbia Gorge Community	OR	City of Ontario	OR
West Linn Police Department	OR	City of Corvallis Parks and Recreation	OR
City of Dayton	OR	North Lincoln Fire & Rescue #1	OR
City of Carlton	OR	Gresham Police Department	OR
City of Pendleton Convention Center	OR	City of Harrisburg	OR
City of Monmouth	OR	Gladstone Public Library	OR
City of Philomath	OR	West Linn Police	OR
City of Sheridan	OR	City of Portland Parks Bureau	OR
Seaside Public Library	OR	City of Astoria Parks Dept.	OR
City of Yoncalla	OR	Seaside Fire & Rescue	OR
La Grande Police Department	OR	Florence Police Department	OR
City of Joseph	OR	City Of North Bend	OR
Cove City Hall	OR	City of Union	OR
NW PORTLAND INDIAN HEALTH BOARD	OR	City of Nehalem	OR
Portland Patrol Services	OR	City of Richland	OR
City Of Bend	OR	CITY OF LINCOLN CITY	OR
City Of Coquille	OR	City of Donald	OR
City Of Molalla	OR	City of Milton-Freewater	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR	CITY OF MADRAS	OR
City of St. Helens	OR	CITY OF SCIO	OR
City of North Powder	OR	City of Forest Grove	OR
City of Eugene	OR	City Govrnment	OR
City of Cornelius, OR	OR	City of Mt. Angel	OR
Toledo Police Department	OR	Albany Police Department	OR
Springfield Public Library	OR	Tualatin Police Department	OR
City of Independence	OR	City of Sodaville	OR
City of Cascade Locks	OR	Canby Utility	OR
City of Columbia City	OR	Umatilla Electric Cooperative	OR
City of Baker City	OR	WATER ENVIRONMENT SERVICES	OR
McMinnville Water & Light	OR	Polk County Fire District No.1	OR
		Clatsop Care Health District-Clatsop	
		Retirement Village	OR

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Netarts-Oceanside RFPD	OR	CENTRAL OREGON COMMUNITY	
UIUC	OR	COLLEGE	OR
Rogue River Fire District	OR	UMPQUA COMMUNITY COLLEGE	OR
Aurora Rural Fire District	OR	LANE COMMUNITY COLLEGE	OR
Tillamook County Emergency		MT. HOOD COMMUNITY COLLEGE	OR
Communications District	OR	LINN-BENTON COMMUNITY COLLEGE	OR
Southern Coos Hospital	OR	SOUTHWESTERN OREGON	
Oregon Cascades West Council of		COMMUNITY COLLEGE	OR
Governments	OR	PORTLAND COMMUNITY COLLEGE	OR
MULTONAH COUNTY DRAINAGE		CHEMEKETA COMMUNITY COLLEGE	OR
DISTRICT #1	OR	ROGUE COMMUNITY COLLEGE	OR
PORT OF BANDON	OR	COLUMBIA GORGE COMMUNITY	
OR INT'L PORT OF COOS BAY	OR	COLLEGE	OR
MID-COLUMBIA CENTER FOR LIVING	OR	TILLAMOOK BAY COMMUNITY	
DESCHUTES COUNTY RFPD NO.2	OR	COLLEGE	OR
YOUNGS RIVER LEWIS AND CLARK		KLAMATH COMMUNITY COLLEGE	
WATER DISTRICT	OR	DISTRICT	OR
PACIFIC STATES MARINE FISHERIES		Oregon Coast Community College	OR
COMMISSION	OR	Clatsop Community College	OR
CENTRAL OREGON IRRIGATION		North Portland Bible College	OR
DISTRICT	OR	OREGON COMMUNITY COLLEGE	
MARION COUNTY FIRE DISTRICT #1	OR	ASSOCIATION	OR
COLUMBIA RIVER PUD	OR	Umpqua Valley Public Defender	OR
SANDY FIRE DISTRICT NO. 72	OR	Teacher Standards and Practices	
BAY AREA HOSPITAL DISTRICT	OR	Commission	OR
NEAH KAH NIE WATER DISTRICT	OR	Salem Keizer School District Purchasing	OR
PORT OF UMPQUA	OR	Kdrv Channel 12	OR
EAST MULTNOMAH SOIL AND WATER		Opta Oregon Permit Technician	OR
CONSERVANCY	OR	Oregon Forest Resources Institute	OR
Benton Soil & Water Conservation		Office of the Ong Term Care	
District	OR	Ombudsman	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR	Oregon State Lottery	OR
CLEAN WATER SERVICES	OR	OREGON TOURISM COMMISSION	OR
North Douglas County Fire & EMS	OR	OREGON STATE POLICE	OR
Crooked River Ranch Rural Fire		OFFICE OF THE STATE TREASURER	OR
Protection District	OR	OREGON DEPT. OF EDUCATION	OR
PARROTT CREEK CHILD & FAM	OR	SEIU LOCAL 503, OPEU	OR
South Lane County Fire And Rescue	OR	OREGON DEPARTMENT OF FORESTRY	OR
Mill City RFPD	OR	OREGON STATE DEPT OF	
Lake Chinook Fire & Rescue	OR	CORRECTIONS	OR
Clackamas County Water Environment		OFFICE OF MEDICAL ASSISTANCE	
Services	OR	PROGRAMS	OR
Amity Fire District	OR	OREGON OFFICE OF ENERGY	OR

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OREGON STATE BOARD OF NURSING	OR	Association of Oregon Community	
BOARD OF MEDICAL EXAMINERS	OR	Mental Health Programs	OR
OREGON LOTTERY	OR	Klamath County Association of	
OREGON BOARD OF ARCHITECTS	OR	Realtors	OR
SANTIAM CANYON COMMUNICATION CENTER		VA	OR
OREGON DEPT OF TRANSPORTATION	OR	US FISH AND WILDLIFE SERVICE	OR
OREGON TRAVEL INFORMATION COUNCIL	OR	Bonneville Power Administration	OR
OREGON DEPARTMENT OF EDUCATION	OR	Bureau Of Land Management	OR
OREGON DEPT. OF CORRECTIONS	OR	Oregon Army National Guard	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR	Linn County Sheriff Office	OR
Oregon Board of Massage Therapists	OR	USDA Forest Service	OR
Oregon Forest Industries Council	OR	123d Fighter Squadron	OR
Oregon Tradeswomen	OR	Yellowhawk Tribal Health Center	OR
Oregon Convention Center	OR	ANGELL JOB CORPS	OR
OREGON SCHL BRDS ASSOCIAT	OR	Coquille Indian Housing Authority	OR
Central Oregon Home Health and Hos	OR	COLLEGE HOUSING NORTHWEST	OR
Oregon Health Care Quality Cor	OR	HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
OREGON DEPARTMENT OF HUMAN SERVICES	OR	HOUSING AUTHORITY OF PORTLAND	OR
Oregon Air National Guard	OR	WEST VALLEY HOUSING AUTHORITY	OR
Training & Employment	OR	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
State of Oregon - Department of Administrative Services	OR	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
Aging and People with Disabilities	OR	MARION COUNTY HOUSING AUTHORITY	OR
Department of Administrative Services	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Oregon State Treasury	OR	Housing Authority of Yamhill County	OR
Oregon State Fair Council	OR	The Housing Authority of the County of Umatilla	OR
Oregon DEQ	OR	homeforward	OR
Procurement Services/DAS	OR	LifeSource	OR
STATE OF OREGON	OR	Access Inc	OR
OREGON JUDICIAL DEPARTMENT	OR	WOMENSPACE INC	OR
Oregon State Board of Architect Examiners	OR	McKenzie River Trust	OR
Oregon Board of Chiropractic Examiners	OR	WINTERSPRING CENTER	OR
City of Astoria Fire Department	OR	PNW. For Puerto Rico Relief	OR
Columbia Gorge ESD	OR	Justin Parret	OR
Nehalem Bay Wastewater	OR		

**Section 8**  
**U.S. Communities Additional Provisions**

**FEMA STANDARD TERMS AND CONDITIONS ADDENDUM**  
**FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

**Section 8**  
**U.S. Communities Additional Provisions**

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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**U.S. Communities Additional Provisions**

**COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.



**Section 8**  
**U.S. Communities Additional Provisions**

**UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

**STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**AGREEMENT TO PROVIDE  
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES**

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

**WHEREAS**, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the “Proposal.”

**WHEREAS**, the City awarded this Contract on \_\_\_\_\_, 2018 to Company to provide Equipment Rentals and Related Products and Services dated to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the “Contracting Agent” for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency’s access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies’ Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**CONTRACT**

**1. EXHIBITS.**

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be

**Exhibit A**  
**Sample City Contract**

resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Work
- 1.3. EXHIBIT C: Proposal Response Forms

**2. DEFINITIONS.**

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

**4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

**8. PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year

**Exhibit A**  
**Sample City Contract**

renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte  
M&FS Finance Office / Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

**9. BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to

**Exhibit A**  
**Sample City Contract**

the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
  - 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of \_\_\_\_\_, and is qualified to do business in North Carolina;
  - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
  - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
  - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

**Exhibit A**  
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13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

**14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

**15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

**16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

**17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

**18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.

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- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following

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actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **LIQUIDATED DAMAGES:** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications. The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty.
28. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
29. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
  - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.



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Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

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- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
  - 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 29.8.3 Performing the transition service plan activities;
  - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
30. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
31. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
32. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
33. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

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34. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

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35. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

36. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

37. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.

38. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such

**Exhibit A**  
**Sample City Contract**

background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

- a. Criminal records search,
- b. Identification verification; and
- c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

39. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

39.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

39.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

39.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

39.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

39.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

39.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

40. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

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Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
	Karen Ewing
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-2992
	Fax: 704-632-8254
	E-mail: <a href="mailto:kewing@charlottenc.gov">kewing@charlottenc.gov</a>
<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

41. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
42. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

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**Sample City Contract**

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

**43 CONFIDENTIALITY.**

43.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 43.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 43.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 43.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 43.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 43.1.5 Citizen or employee social security numbers collected by the City.
- 43.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 43.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 43.1.8 Any attorney / client privileged information disclosed by either party.
- 43.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

**Exhibit A**  
**Sample City Contract**

- 43.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 43.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 43.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 43.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43.2 RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City’s prior written consent.
- 43.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall



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assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- 43.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 43.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

43.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 43.3.1 Was already known to Company prior to being disclosed by the City;
- 43.3.2 Was or becomes publicly known through no wrongful act of Company;
- 43.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 43.3.4 Was used or disclosed by Company with the prior written authorization of the City;
- 43.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 43.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

**44. MISCELLANEOUS**

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager;

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**Sample City Contract**

depending on the amount. Some increases may also require approval by City Council.

- 44.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 44.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

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- 44.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
  - Section 4.3 "Employment Taxes and Employee Benefits"
  - Section 13 "General Warranties"
  - Section 14 "Additional Representations and Warranties"
  - Section 22 "Guarantee"
  - Section 28 "Other Remedies"
  - Section 29 "Termination"
  - Section 33 "Insurance"
  - Section 34 "Indemnification"
  - Section 40 "Notices"
  - Section 43 "Confidentiality"
  - Section 44 "Miscellaneous"
- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

**Exhibit A**  
**Sample City Contract**

- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

[Signature Page Follows]

**Exhibit A  
Sample City Contract**

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

**COMPANY:**

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE**

**CITY OF CHARLOTTE:  
RISK MANAGEMENT DIVISION**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

<b>Category Number</b>	<b>Category</b>	<b>Discount (% from published/book rate)</b>	<b>Verifiable Published Price List ID</b>	<b>Comments</b>
1	Accessories			
2	Aerial Equipment			
3	Air Moving Equipment			
4	Earth Moving Equipment			
5	Compaction Equipment			
6	Compressors			
7	Concrete and Masonry Equipment			
8	Cooling and Heating Equipment			
9	Cranes			
10	Demolition Equipment			
11	Drill Equipment and Tools			
12	Electrical Equipment			
13	Forklifts and Accessories			
14	Refuse Trucks			
15	Generators			
16	Landscaping			
17	Lighting Equipment			
18	Painting Equipment			
19	Pumps and Accessories			
20	Saws and Accessories			
21	Shop Equipment			
22	Trenching Equipment			
23	Vehicles and Trailers			
24	Washing Equipment			
25	Welding Equipment			
26	Miscellaneous			

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES  
ADDITIONAL CHARGES**

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Delivery Fee	
Fuel	
Training	
Loss of Use	
Cleaning	
Set Up Fee	
Mileage Charges	
Other	

Over Meter/Allotted Hours of Use	Additional Charge for Hours Over
Daily Rental	
Weekly Rental	
Monthly Rental	

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES  
NATIONAL MARKET BASKET**

THIS MARKET BASKET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF EQUIPMENT RENTED NATIONWIDE. THIS IS NOT A CORE LIST. PRICING SUBMITTED ON THIS SHEET SHOULD MATCH THE DISCOUNTS OFFERED IN THE DISCOUNT BY CATEGORY. DO NOT INCLUDE ANY ADDITIONAL CHARGES IN THESE PRICES.

QUANTITIES ARE ESTIMATES ONLY FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED AND ARE NOT GUARANTEED

Annual Nationwide Usage							Proposed Price/Equipment Details					
Item Number	Make	Model	Description	Daily Rentals	Weekly Rentals	Monthly Rentals	Discount (Percentage from Discount by Category)	Price for Daily Rental	Price for Weekly Rental	Price for Monthly Rental	Make/Model of Quoted Equipment (if different)	Description of Quoted Equipment (if different)
1	MAGNUM	MLT3060	LIGHT TOWER HORIZ MAST MAN NARROW BODY	738	597	838						
2	GENIE	GS-1930	SCISSOR LIFT 19FT NARROW ELEC	229	308	829						
3	MAGNUM	MLT65K	LIGHT TOWER VERT MAST MAN NARROW BODY	469	253	242						
4	TOYOTA	8FGU25	WAREHOUSE FORKLIFT 5000LB PNEU DF	112	94	612						
5	FORD	F150	TRUCK PICKUP 4WD SUP GAS 1/2 T	17	43	559						
6	WACKER	LTN6KVS	LIGHT TOWER VERT MAST ELEC NARROW BODY	283	164	158						
7	GENIE	GS-2632	SCISSOR LIFT 26FT 32" WIDE ELEC	106	140	277						
8	FORD	F550	TRUCK DUMP DSL 3-4 YD	25	30	445						
9	ATLASCOPCO	XAS185JD	COMPRESSOR TOWABLE 175-195 CFM DSL	74	55	346						
10	DEERE	85D	MINI-EXCAVATOR 14000-19000 LBS DSL CAB	47	104	240						
11	BOBCAT	E35I	MINI-EXCAVATOR 7000-8999 LBS DSL ROPS	91	95	194						
12	FORD	F450	TRUCK STKBD 2WD STD GAS 1-1/2-2 T 12 FT	6	16	339						
13	FREIGHTLIN	M2-106	TRUCK DUMP DSL 12-14 YD MANUAL	10	37	307						
14	BOBCAT	T590	COMPACT TRACK LOADER 2000-2399LB ROPS	57	71	150						
15	MULTIQUIP	DCA25SSIU4F	20KW GENERATOR DSL	114	77	75						
16	JLG	450AJ	BOOM ARTICULATED 45FT JIB 4WD DSL	67	81	95						
17	WANCO	WVTM-B	BOARD MESSAGE VERTICAL MID-SIZE MATRIX	39	38	159						
18	DEERE	544K	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	16	27	190						
19	DEERE	310J	BACKHOE 70-97HP 4WD CAB EXTENDAHOE DSL	20	25	187						
20	FELLING	FT-10IT-I-G	TRAILER TILT 10000 LB	67	34	130						
21	GENIE	S-60	BOOM STRAIGHT 60FT 4WD DSL	57	74	99						
22	BOBCAT	S530	SKIDSTEER LOADER 1751-2099LB ROPS	61	51	115						
23	JLG	600AJ	BOOM ARTICULATED 60FT JIB 4WD DSL	47	59	114						
24	FORD	F550	TRUCK STKBD 4WD STD DSL 1-1/2-2 T 12 FT	4	12	202						
25	JLG	400S	BOOM STRAIGHT 40FT 4WD DSL	70	66	69						
26	FORD	F150	TRUCK PICKUP 4WD CREW GAS 1/2 T	5	22	177						
27	MULTIQUIP	DCA70SSIU4F	55KW GENERATOR DSL	75	70	58						
28	FORD	F750	TRUCK WATER DSL 2000 GAL	14	42	142						
29	FORD	F550-BT	TRUCK BUCKET DSL 38 FT	12	15	260						
30	WACKER	WP1550AW	PLATE COMPACTOR 200LB TO 299LB GAS	52	34	111						
31	VOLVO	DD25BW	ROLLER RIDE-ON SMOOTH 47IN DBL 3 TON DSL	39	32	118						
32	KOMATSU	PC200LC8	EXCAVATOR 43000-49999 LBS STD REACH	27	64	91						



33	JLG	3246ES	SCISSOR LIFT 32FT 46" WIDE ELEC	60	58	64					
34	FORD	F750	TRUCK DUMP DSL 5-6 YD NON CDL	14	34	130					
35	GENIE	GTH-1056	TELEHANDLER 10000LB 50-56FT LIFT ROPS	45	32	101					
36	GENIE	GTH5519	TELEHANDLER 5500LB 16-20FT LIFT ROPS	72	29	73					
37	BOBCAT	E26	MINI-EXCAVATOR 5000-6999 LBS DSL ROPS	58	30	79					
38	CHEVY	2500	TRUCK UTLTY 4WD STD-SUP GAS 3/4-1 T		1	165					
39	GENIE	GR-20	MAST LIFT 20FT DRIVABLE BATT	18	20	126					
40	MULTIQUIP	MTX70HD	RAMMER JUMPING JACK 100LB - 199LB GAS	47	44	71					
41	SKY-TRAK	6042	TELEHANDLER 6000LB 42-44FT LIFT ROPS	43	38	80					
42	KUBOTA	RTV-X900W-H	CART UTV 2 PASSENGER DSL	37	59	65					
43	BOBCAT	E50	MINI-EXCAVATOR 9000-11999 LBS DSL ROPS	26	51	81					
44	WACKER	RD12A-90	ROLLER RIDE-ON SMOOTH 35IN DBL 1 TON GAS	53	43	57					
45	CP	24030E	BACKHOE BUCKET TRENCH 24IN QC	6	31	106					
46	DEERE	135D	EXCAVATOR 28000-38000 LBS REDUCED TAIL	16	42	85					
47	FORD	F750	TRUCK CRANE SINGLE DSL 18 T	28	17	95					
48	FORD	F750	TRUCK DUMP DSL 5-6 YD	6	12	119					
49	DEERE	644K	WHEEL LOADER 4.0-4.5 YD STD BKT DSL	5	17	114					
50	DEERE	310J	BACKHOE 70-97HP 4WD ROPS EXTENDAHOE DSL	20	29	86					

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**  
**Leasing Options and Pricing Structure**

**PLEASE PROVIDE YOUR LEASING OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL OFFERINGS**

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**

**Leasing Options and Pricing Structure**

**PLEASE PROVIDE YOUR PURCHASE OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL/LEASING OFFERINGS**