



**LAKE COUNTY**  
FLORIDA

**CONTRACT NO. 16-0611D**  
**AS NEEDED EQUIPMENT RENTAL**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of United Rentals (North America), Inc. (hereinafter "Vendor") to supply rental equipment on an as needed basis to the County pursuant to County Bid number 16-0611 (hereinafter "Bid"), and Vendor's Bid response opened on January 13, 2016, thereto with all County Bid provisions governing.

A copy of the Vendor's signed Bid is attached and incorporated herein, thus making it a part of this Contract. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: (None)

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Vendor and their surety for any required bond shall be liable.

This Contract is effective from March 15, 2016 through March 31, 2017 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option per the terms noted in the ITB.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By:   
Senior Contracting Officer

Date: 3-15-2016

Distribution: Original-Bid File  
Copy-Vendor  
Copy-Department

---

*"Earning Community Confidence Through Excellence in Service"*

Office of Procurement Services  
Tavares, Florida 32778-7800

315 W. Main, Suite 441  
Ph (352) 343-9839

P.O. Box 7800  
Fax (352) 343-9473

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
UNITED RENTALS (NORTH AMERICA), INC.  
FOR AS NEEDED EQUIPMENT RENTAL  
ITB #16-0611**

This Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and United Rentals (North America), Inc., a foreign for profit corporation, its successors and assigns, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

**WHEREAS**, the COUNTY publically submitted an Invitation to Bid (ITB) #16-0611 seeking firms qualified to provide rental equipment to Lake County on an as needed basis; and

**WHEREAS**, the CONTRACTOR desires to provide such services to the COUNTY subject to the terms of this Agreement.

**NOW THEREFORE**, IN CONSIDERATION of the mutual terms, understanding, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agrees as follows:

**Article 1. Recitals.** The foregoing recitals are true and correct and incorporated herein.

**Article 2. Purpose.** The purpose of this Agreement is for CONTRACTOR to provide on call rental equipment throughout Lake County, including equipment rental during emergency or disaster situations. The parties agree that this is an indefinite quantity contract with no guarantee services will be required.

**Article 3. Scope of Services.** CONTRACTOR agrees to provide the services, as needed by the COUNTY, pursuant to the Special Terms and Conditions, General Terms and Conditions and Scope of Services included in the bid documents and any attachments thereto (ITB #16-0611). However, the COUNTY and CONTRACTOR agree to following exceptions:

- A. CONTRACTOR will provide and the COUNTY agrees to accept the insurance coverage in the amounts and with the self-issued retentions set forth on the certificate of insurance provided by CONTRACTOR to the COUNTY in its response to the bid documents. The parties agree the CONTRACTOR will only be required to name the COUNTY as an additional insured on CONTRACTOR's Commercial General Liability policy.
- B. The parties agree Section 3.15 of the General Terms and Conditions of the bid documents regarding Warranty shall not apply and instead, the parties agree as follows: The parties agree that CONTRACTOR shall warrant upon delivery of the equipment rented by the COUNTY will be in good working condition. If the equipment is not in good working condition upon delivery, as determined by the COUNTY, CONTRACTOR shall promptly repair or replace the equipment at CONTRACTOR's sole cost and expense. If the equipment requires repair or replacement during the term of this Agreement, CONTRACTOR will promptly repair or replace the equipment at CONTRACTOR's sole cost and expense; provided, however, if the repair or replacement is necessary due to the COUNTY's abuse, misuse or neglect, the COUNTY will be responsible for the cost of such repair or replacement. CONTRACTOR disclaims all other warranties, expressed or implied, with respect to the rental of the equipment.

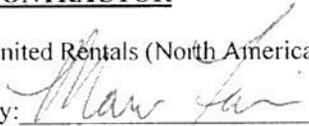
 CONTRACTOR

- C. In the event of any legal action is taken regarding this Agreement, each party will be responsible for its own attorneys' fees and costs.
- D. The parties agree Section 3.23 of the General Terms and Conditions of the bid documents regarding Indemnification shall be modified to reflect that CONTRACTOR's indemnification defense and save harmless obligations are limited to claims to the extent caused by the negligence or willful misconduct of COUNTY during performance of the services under this Agreement. The CONTRACTOR acknowledges and agrees that by this Agreement the COUNTY has not and will not waive its protections provided under sovereign immunity and Section 768.28, Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Manager and by CONTRACTOR through its duly authorized representative.

**CONTRACTOR**

United Rentals (North America), Inc.

By: 

Printed Name: Marc Fossano

This 5<sup>th</sup> day of February, 2016.

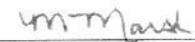
**COUNTY**

Lake County, Florida

  
Barnett Schwartman, Procurement Manager

This 15 day of MARCH, 2016.

Approved as to form and legality:

  
Melanie Marsh, County Attorney



**LAKE COUNTY**  
FLORIDA

**INVITATION TO BID (ITB)**  
**As Needed Equipment Rental**

**ITB Number:** 16-0611 **Contracting Officer:** D. Villinis  
**Bid Due Date:** January 13, 2016 **Pre-Bid Conf. Date:** Not Applicable  
**Bid Due Time:** 3:00 p.m. **ITB Issue Date:** December 11, 2015

<b>TABLE OF CONTENTS</b>	<b>Page</b>
SECTION 1: Special Terms and Conditions	2
SECTION 2: Statement of Work	11
SECTION 3: General Terms and Conditions	13
SECTION 4: Pricing/Certifications/Signatures	17
SECTION 5: Attachments	26

**SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:**

Proposal and/or Performance Bond:	Not applicable for this solicitation
Certificate of Competency/License:	Not applicable for this solicitation
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this solicitation

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION** – all bidders complete the following information:

**Company Name:** United Rentals **Phone Number:** 352-728-2300  
**E-mail Address:** mfaraci@ur.com **Contact Person:** Marc Faraci

**Section 1.1: Purpose**

The purpose of this solicitation is to establish an on call contract with one or more vendors to provide rental equipment on an as needed basis throughout Lake County. This includes equipment rental during emergency or disaster situations. Vendors may submit a bid for any or all of the equipment listed in the pricing section.

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contract(s) resulting from this solicitation.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: [dvillinis@lakecountyfl.gov](mailto:dvillinis@lakecountyfl.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award**

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received. Multiple vendors may be awarded contracts under this solicitation. When equipment is needed, the primary/lowest priced vendor would be contacted for availability; if the vendor could not supply the equipment when required, the second vendor would be contacted, and so on.

**Section 1.4: Pre-Bid Conference**

Not applicable to this solicitation

**Section 1.5: Term of Contract**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the appropriate County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII,

Chapter 218, Florida Statutes.

**Section 1.8: County Insurance**

The County will not purchase insurance from the vendor for the rental of equipment. The County will supply awarded vendors with proof of insurance upon request.

**Section 1.8.1: Vendor Insurance**

The vendor shall be responsible for maintaining and providing proof of insurance for equipment that is rented by the County under resulting contract(s).

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (H3B/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured

retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub vendor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation

**Section 1.10: Delivery (if or when requested)**

As stated in Section Two, Statement of Work

**Section 1.11: Acceptance of Equipment**

If vendor-provided rental equipment is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the rental equipment, or provide a full credit for the returned equipment. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**Section 1.12: Rental Equipment Warranted Against Defects**

The vendor hereby acknowledges and agrees that rental equipment supplied by the vendor in conjunction with this solicitation and resultant contract shall be fit for its particular purpose. In the event any of the rental equipment supplied to the County by the vendor is found to be defective or does not conform to specifications: (1) the rental equipment shall be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the rented equipment at the vendor's expense.

**Section 1.13: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility

## SECTION 1 – SPECIAL TERMS AND CONDITIONS

ITB Number: 16-0611

prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 1.14: Completion Requirements for Invitation to Bid**

**One (1) signed original bid and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all

of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid #16-0611." Do not indicate bid prices on literature.

**Specific Completion Directions:**

- The bid submittal document shall consist of this entire ITB document (all pages).
- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.15: Additional Locations may be Added**

Although this solicitation identifies specific locations to be served under the contract, it is hereby agreed and understood that other locations may be added. In addition, any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional locations/facilities will be added to the current contract vendor that offers the lowest acceptable pricing by formal modification.

**Section 1.16: Compliance with Federal Standards**

All items to be rented under this contract shall be in accordance with all governmental standards.

to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.17: Deletion of Locations**

Although this solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency may delete service location(s) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

**Section 1.18: Materials Supplied by the County**

The County shall replenish all the needed gas, oil and grease for the supplied equipment. ALL other maintenance items and all services shall be provided by the vendor at no expense to the County.

The vendor shall be responsible for providing equipment fully fueled, oiled, lubricated and in good working condition. The County reserves the right to require replacement of equipment that does not satisfactorily perform the job for which it was intended.

Equipment downtime for more than forty eight (48) hours shall be covered by a replacement machine of equal specifications. If the successful vendor fails to furnish the required replacement within the required time frame, the County reserves the right to obtain the rental equipment from another vendor and the original vendor shall reimburse the County for any differences in costs.

**Section 1.19: Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**Section 1.20: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's presence on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required repair services and charge the costs of such services back to the vendor.

**Section 1.21: Rental of Other Items**

Although this solicitation and resultant contract states specific equipment to be rented by the County, it is understood and agreed that the County may add additional equipment to the contract as needs arise. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the County representative may obtain price quotes from all contracted vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**Section 1.22: Substitution of Items during Term of Contract**

Substituting brands or models may be considered during the contract period for discontinued models or out of stock models. The vendor shall not deliver any substitute item as a replacement rental without the express written consent of the using County department prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

**Section 1.23: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

**Section 1.24: Training**

The vendor shall provide training to County employees regarding the use of the rental equipment upon request of the using department. The vendor shall bear all costs of manuals, texts, or other instructional materials associated with the required training.

**SCOPE OF SERVICES****Heavy Equipment and other Miscellaneous Equipment Rental**

The purpose of this solicitation is to establish an on-call contract with one or more vendors to provide rental equipment on an as-needed basis throughout Lake County. This is an indefinite quantity contract with no guaranteed minimum or maximum dollar amount or volume. Vendors may bid on any or all of the equipment listed in the pricing table in Section 4.

**Rates:**

The rental rates submitted in bids shall include the cost for equipment and delivery. The County shall not be responsible for any maintenance on the equipment, except for daily fueling and lubrication, as needed. The daily rate shall be charged when the equipment has been in the County's possession up to twenty-four (24) hours. The weekly rate shall be charged when the equipment is in the County's possession for a consecutive seventy-two (72) hours up to one hundred sixty-eight (168) hours. The monthly rate shall be charged for all equipment that is in the County's possession for a consecutive twenty-one (21) days or five hundred four (504) hours. The intent of the weekly and monthly rates is to establish a cost savings to the County when a piece of equipment is utilized on a longer term basis.

All exceptions to the equipment specifications shall be of equal or greater precision equipment and shall be clearly documented on the submitted quote.

**Deliveries:**

All equipment shall be delivered to one of the four (4) Road Operations facilities shown below. The delivery location will be specified when the equipment is ordered.

- Road Operations Center, 12901 County Landfill Road, Tavares, FL 32778
- Maintenance Area 1, 2310 W. Griffin Road, Leesburg, FL 34748
- Maintenance Area 2, 609 Disston Avenue, Minneola, FL 34755
- Maintenance Area 3, 19720 E. Fifth Street, Umatilla, FL 32784

All equipment shall be received by noon to be charged for that day. Any equipment delivered after noon shall not be charged a rental fee until the next business day. Deliveries made after noon on Friday shall not begin accruing rental fees until Monday morning at 8 am. The County reserves the right to pick up the equipment directly from the vendor's location, if it is in the best interest of the County.

**Equipment Condition:**

All equipment shall be in top operating condition. The County reserves the right to reject any equipment that is determined to not be in this condition. The vendor shall be responsible for the costs associated with the transportation of any rejected equipment.

The vendor shall certify that all equipment meets all Occupational Safety and Health Administration (OSHA) requirements. The vendor further certifies that if any of the equipment is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs

necessary to bring the equipment into compliance with the aforementioned requirement shall be borne by the vendor.

All safety devices installed by the manufacturer shall be in place and in proper working order.

Any equipment that requires repair or replacement shall be done within forty-eight (48) hours. The County shall not be charged for the equipment during the equipment downtime. Any repair that exceeds forty-eight (48) hours shall be replaced with an equal or greater precision replacement.

The vendor shall be responsible for maintaining and providing proof of insurance for all equipment rented by the County.

**Order of Operation:**

An authorized representative from the County shall request the specific equipment by telephone. A written confirmation of the order shall be sent via email. The email shall outline the requested equipment, the anticipated rental term, and the delivery location.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this ITB.

**Bidder:** Refers to any entity that submitted a bid under an ITB.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Vendor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders' Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

**F. Change to, Withdrawal of, or Mistake in, Bid**

**Changes to Bid** - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

**Withdrawal of Bid** - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**Mistake in Bid** - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

**H. Prompt Payment Terms**

It is the policy of the County that payments for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

**A.** The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

**B.** The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid"
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or collusion in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submission of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

### 3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, vendors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 19 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.

### 3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonably, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

#### 3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

#### 3.16 ESTIMATED QUANTITIES

Estimated quantities on dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

#### 3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

#### 3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the vendor's employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

#### 3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

#### 3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

#### 3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The vendor shall provide employee(s) capable of performing the work as required. The County may require the vendor to remove any employee it deems unacceptable. All employees of the vendor may be required to wear appropriate identification.

#### 3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### 3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing, through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

#### 3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### 3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

#### 3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

#### 3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Vendor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, VENDOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in

connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the VENDOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the VENDOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Vendor's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the VENDOR.

#### **3.30 PUBLIC RECORDS/COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded vendor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

#### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

#### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this IFB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this IFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

#### **3.33 PRIME VENDOR**

The vendor awarded the contract shall act as the prime vendor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self insured, the County may require the vendor to provide any insurance certificates required by the work to be performed.

#### **3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

#### **3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise in any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

#### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

#### **3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

#### **3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, constant and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

**ITB TITLE: As Needed Equipment Rental****NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountvfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
The bidder must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: _____
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
<b>Part II:</b>
<input checked="" type="checkbox"/> No Addendum was received in connection with this ITB.



**UNITED RENTALS (NORTH AMERICA), INC.  
EXCEPTIONS TO:  
Lake County; Bid# 16-0611; due 1.13.16**

<b>SECTION; PAGE NUMBER</b>	<b>EXCEPTION; EXPLANATION</b>
Section 1 – Special Terms and Conditions, Section 1.8.1 "Vendor Insurance"	This section should be revised to note that vendor can provide, and the County agrees to accept, the insurance coverage in the amounts and with the self-issued retentions set forth on the attached informational certificate of insurance. The vendor can agree to name the County as an additional insured on its Commercial General Liability policy only.
Section 3 – General Terms and Conditions, Section 3.15 "Warranty"	This section should be deleted in its entirety and replaced with the following:  "Vendor warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Vendor shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Vendor will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to the customer's abuse, misuse or neglect, the customer will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT."
Section 3 – General Terms and Conditions, Section 3.23 "Indemnification"	This section should be modified to reflect that vendor's indemnification, defense and save harmless obligations shall be limited to claims to the extent caused by the negligence or willful misconduct of vendor during performance of this Agreement. Vendor's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including reasonable attorney fees.

**PRICING SECTION**

I have read, and understand, the ITB, including the Special Terms and Conditions, Specifications/Statement of Work, General Terms and Conditions, and submit this bid in response.

1. Business location:

Address: 100 Weber Ave

City/State/Zip: Leesburg, FL 34748

Telephone/fax: 877-874-4468 fax: 877-738-7450

2. Vendor contact for emergency/disaster service 24 hours/7 days per week:

Name: Marc Faraci

Telephone/Cell/Pager/Number: 877-874-4468

3. Will your firm accept Visa Purchasing Cards or E-Payable form of payment?

Yes X No \_\_\_\_\_

If E-Payable would be acceptable please note a contact person/telephone number to set up payment information.

\_\_\_\_\_

4. Exceptions/Additions to specifications/requirements:

Yes\* see attached No \_\_\_\_\_

**\* If yes, attach separate sheet immediately following this page detailing exceptions/additions.** Identify section, page number of specification or requirement exception refers to.

The purpose of this solicitation is to establish an on call contract with one or more vendors to provide rental equipment on an as needed basis throughout Lake County. This includes equipment rental during emergency or disaster situations. Vendors may submit a bid for any or all of the equipment listed in the following pricing table.

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contract(s) resulting from this solicitation.

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 16-0611

<b>PRICING TABLE</b>				
<b>Equipment Description/Specifications</b>	<b>Min HP</b>	<b>Daily Rental Rate</b>	<b>Weekly Rental Rate</b>	<b>Monthly Rental Rate</b>
<b>EARTH MOVING EQUIPMENT</b>				
Rubber Tire Skid Steer, 4300 lbs tip, 2150 lbs capacity, 7500 lbs operating weight	73	\$	\$	\$
Mfg / Model # quoted:				
Compact Track Loader, 5800 lbs tip, 2900 lbs capacity, 8900 lbs operating weight	73	\$ 385.00	\$ 995.00	\$ 1749.00
Mfg / Model # quoted: <span style="float: right;">Takeuchi TL8</span>				
Skid Steer Attachment: 4 in 1 Bucket attachment	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Bucket Broom	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Angle Broom - 6'	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Angle Broom - 7'	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Angle Broom - 8'	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Landscape Rake	-	\$	\$	\$
Mfg / Model # quoted:				

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 16-0611

Skid Steer Attachment: Rotary Cutter	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Sod Roller	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Vibratory Compactor	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Dozer Plate	-	\$	\$	\$
Mfg / Model # quoted:				
Skid Steer Attachment: Planer	-	\$	\$	\$
Mfg / Model # quoted:				
Compact Mini-Excavator, 10' maximum digging depth, 7400 lbs operating weight	33	\$	\$	\$
		385.00	725.00	1699.00
Mfg / Model # quoted: Takeuchi TB240				
Excavator, 22' maximum digging depth, 55,000 lbs operating weight	150	\$	\$	\$
		830.00	2132.00	5158.00
Mfg / Model # quoted: John Deere 225				
Motor Grader, 10' blade, 17,000 lbs operating weight	100	\$	\$	\$
Mfg / Model # quoted:				
Motor Grader, 14' blade, 40,000 lbs operating weight	100	\$	\$	\$

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 16-0611

Mfg / Model # quoted:				
Pan, capacity of 11 to 13 CY, 8' cut width, cut depth of 6" minimum	150	\$	\$	\$
Mfg / Model # quoted:				
<b>VEHICLES &amp; TRAILERS</b>				
On-Road Water Truck with cannon sprayer, 2000 gal minimum	-	\$	\$	\$
		476.00	1265.00	2389.00
Mfg / Model # quoted: Ford F-750 or Freightliner M2				
On-Road Water Truck with cannon sprayer, 5000 gal minimum	-	\$	\$	\$
Mfg / Model # quoted:				
Off-Road Water Truck, 2500 gal minimum	-	\$	\$	\$
Mfg / Model # quoted:				
Bucket Truck, 60' working height	-	\$	\$	\$
Mfg / Model # quoted:				
<b>COMPACTION EQUIPMENT</b>				
Single Drum Vibratory Roller, 56" drum width	-	\$	\$	\$
		434.00	1077.00	2159.00
Mfg / Model # quoted: Bomag BW145 or Hamm 3205				
Single Drum Vibratory Roller, 66" drum width	-	\$	\$	\$
		480.00	1195.00	2628.00
Mfg / Model # quoted: Bomag BW177				
<b>LANDSCAPE EQUIPMENT</b>				
Brush Chipper, 12" maximum branch diameter	-	\$	\$	\$
		430.00	1128.00	2418.00

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 16-0611

Mfg / Model # quoted:					Vermeer BC1000XL				
Brush Chipper, 15" maximum branch diameter					\$	\$	\$	\$	\$
Mfg / Model # quoted:									
Stump Grinder					34	\$	\$	\$	\$
Mfg / Model # quoted:									
Mowing Tractor, 100 PTO, 10,100 lbs operating weight					100	\$	\$	\$	\$
Mfg / Model # quoted:									
Boom Mower, 100 PTO/25' boom mower					-	\$	\$	\$	\$
Mfg / Model # quoted:									
HydroSeeder (towable)					-	\$	\$	\$	\$
Mfg / Model # quoted:									
<b>PAVING EQUIPMENT</b>									
Paver, 8'-16' screed track propelled					85-100	\$	\$	\$	\$
Mfg / Model # quoted:									
Double Drum Vibratory Roller, 47" drum width						\$ 299.00	\$ 868.00	\$ 1748.00	\$
Mfg / Model # quoted:					Bomag BW120				
Double Drum Vibratory Roller, 56" drum width						\$	\$	\$	\$

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 16-0611

Mfg / Model # quoted:				
9 Wheel Traffic Roller, 5,000 lbs operating weight	40	\$	\$	\$
Mfg / Model # quoted:				
9 Wheel Traffic Roller, 13,100 lbs operating weight (empty)	85	\$	\$	\$
Mfg / Model # quoted:				
<b>HEAVY EQUIPMENT</b>				
Road Widener, widens up to 8'	83	\$	\$	\$
Mfg / Model # quoted:				
Road Widener, widens up to 10'	114	\$	\$	\$
Mfg / Model # quoted:				
Road Widener, widens up to 14'	174	\$	\$	\$
Mfg / Model # quoted:				
Rough Terrain Forklift (4 wheel drive), 8000 lbs lift capacity, mast height range 10'-21'	93	\$	\$	\$
Mfg / Model # quoted:				
Soil Mixer/Reclaimer, maximum 96" cut width/18" cut depth	350	\$	\$	\$
Mfg / Model # quoted:				
Soil Mixer/Reclaimer, maximum 96" cut width/20" cut depth	540	\$	\$	\$
Mfg / Model # quoted:				
Sweeper, minimum 8' sweeping surface	-	\$ 294.00	\$ 789.00	\$ 1681.00

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

(ITB Number: 16-0611)

Mfg / Model # quoted: Lay-Mor SM300				
<b>MISCELLANEOUS EQUIPMENT</b>				
Towable Light Tower, 25' electric powered mast	8 kW	\$	\$	\$
Mfg / Model # quoted:				
Towable Air Compressor, 80-128 PSI	80	\$	\$	\$
		268.00	629.00	1323.00
Mfg / Model # quoted: Atlas Copco XAS375JD				
Portable Generator Sets, 480/208 voltage, minimum 140 gal fuel capacity	60 kW	\$	\$	\$
		350.00	779.00	1921.00
Mfg / Model # quoted: Doosan G85WCU				
Portable Generator Sets, 480/208 voltage, minimum 650 gal fuel capacity	600 kW	\$	\$	\$
		3060.00	4919.00	12,359.00
Mfg / Model # quoted: Cummins C1000D6RG				

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Certification Regarding Acceptance of County VISA-based Payment System**

Vendor will accept payment through the County VISA- based payment system:  Yes  No

**Reciprocal Vendor Preference:**

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 16-0611

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Stamford, CT
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If "yes" is checked, provide supporting detail:

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): 009586041

<b>General Vendor Information and Bid Signature:</b>			
Firm Name:	<u>United Rentals (North America), Inc.</u>		
Street Address:	<u>100 Weber Ave Leesburg, FL 34748</u>		
Mailing Address (if different):	<u>same</u>		
Telephone No.:	<u>877-874-4468</u>	Fax No.:	<u>877-735-7450</u>
		E-mail:	<u>govrents@ur.com</u>
FEIN No.	<u>86-0933835</u>	Prompt Payment Terms:	<u>N/A</u> % _____ days, net <u>30</u>
Signature:		Date:	<u>1/8/16</u>
Print Name:	<u>Marc Faraci</u>	Title:	<u>Branch Manager</u>
<b>Award of Contract by the County: (Official Use Only)</b>			
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.			
<b>Vendor awarded as:</b>			
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price		
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____		
<input type="checkbox"/> Secondary vendor for items: _____	<input checked="" type="checkbox"/> Other status: <u>POOL VENDOR</u>		
Signature of authorized County official: 		Date: <u>3-15-2016</u>	
Printed name: <u>DONNA VILLINIS</u>		Title: <u>SENIOR CONTRACTING OFFICER</u>	

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Reference Form**

## REFERENCES

Agency	Paqco Inc Florida
Address	101 Weber Avenue
City,State,ZIP	Leesburg, FL 34748
Contact Person	Ron Butler
Telephone	352-267-5352
Date(s) of Service	since 2000
Type of Service	rental equipment
Comments:	

Agency	Wavecrest Masonry
Address	4474 S Florida Ave Ste C
City,State,ZIP	Inverness, FL 34450
Contact Person	Mike Wetherell
Telephone	352-400-6580
Date(s) of Service	since 2005
Type of Service	rental equipment
Comments:	

Agency	Milling Technologies Inc
Address	2630 US Hwy 441/27
City,State,ZIP	Fruitland Park
Contact Person	Brian Eldridge
Telephone	352-315-1851
Date(s) of Service	since 2007
Type of Service	retail parts purchases
Comments:	



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2016

DATE (MMDDYYYY)  
9/22/2015

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 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).

PRODUCER	LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CERTIFY	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Company	22667
		INSURER B: ACE Property & Casualty Insurance Co	20699
		INSURER C: North American Capacity Insurance Co	25038
		INSURER D: Indemnity Insurance Co of North America	43575
		INSURER E: ACE Fire Underwriters Insurance Company	20702
		INSURER F: Agri General Insurance Company	42757

INSURED UNITED RENTALS (NORTH AMERICA), INC.  
1352196 3120 SPUR 482  
SUITE B  
IRVING TX 75062

COVERAGES \* CERTIFICATE NUMBER: 12285417 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.

INSURER	TYPE OF INSURANCE	ADD. INFO	RISK WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000,000 SUE SPENT AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OBJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	XSL 027400978	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 DEFRAUD AGGREGATE \$ 6,000,000 PRODUCTS - COMP/PROP ACC \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	ISA 1108862097	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION \$	N	N	G27905997 001	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D A E F	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER/OTHER EXECUTIVE OFFICERS/OWNERS/ PARTNER/EXECUTIVE OFFICERS/OWNERS (Mandatory in NH) <input type="checkbox"/> Yes, use the type of OPERATION OF OPERATIONS here	Y/N	N/A	WLR C48593440 (AOS) WLR C48593451 (AZ, MA) SCE C48594458 (WI) WLR C48594472 (TN)	10/1/2015 10/1/2015 10/1/2015 10/1/2015	10/1/2016 10/1/2016 10/1/2016 10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$ 2,000,000 \$ 2,000,000 \$ 2,000,000
A C	Excess Workers Compensation For Non-Subscriber	N	N	WCU C4859346A (CA, WA) FEG0200367-01	10/1/2015 10/1/2015	10/1/2016 10/1/2016	\$2M Each ACCIDENT/AGGREGATE \$5MM TOTAL/ANNUAL

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

CERTIFICATE HOLDER	CANCELLATION See Attachment
12285417 FOR INFORMATION ONLY	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 

**UNITED RENTALS, INC. AND ALL SUBSIDIARIES CERTIFICATE CONTINUATION  
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY  
ENDORSEMENT/SPECIAL PROVISIONS CONT.**

RE: ALL OPERATIONS PERFORMED FOR THE CERTIFICATE HOLDER.

BLANKET ADDITIONAL INSURED - ANY PARTY, WHERE REQUIRED BY WRITTEN CONTRACT,  
APPLIES TO GENERAL LIABILITY FORM XS-21164a (04/13) AND AUTO LIABILITY FORM  
DA-9U74a (04/11).

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - ANY  
PERSON OR ORGANIZATION, WHERE REQUIRED BY WRITTEN CONTRACT. APPLIES TO  
GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES. PER STATE  
LAWS, WAIVER OF SUBROGATION DOES NOT APPLY IN NEW JERSEY, NEW HAMPSHIRE AND  
KENTUCKY FOR WORKERS COMPENSATION.

COVERAGE IS PRIMARY AND NON-CONTRIBUTORY PER TERMS OF ENDORSEMENT XS-20288.

**GENERAL LIABILITY POLICY INCLUDES:**

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT FORM XS-21164 (04/13);  
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS.

CONTRACTUAL LIABILITY  
"XCU" HAZARDS  
BROAD FORM PROPERTY DAMAGE COVERAGE  
INDEPENDENT CONTRACTORS COVERAGE

**WORKERS' COMPENSATION SELF INSURED/STATE FUND POLICIES:**

STATE OF CALIFORNIA - SELF INSURED CA-SI 2142-C  
STATE OF WASHINGTON - SELF INSURED CERTIFICATE # 601, 908, 516  
STATE OF NORTH DAKOTA - STATE FUND EMPLOYER ACCT # 821330  
STATE OF OHIO - STATE FUND POLICY # 1303683  
STATE OF WEST VIRGINIA - STATE FUND POLICY # 20302489-101  
STATE OF WYOMING - STATE FUND POLICY # 00134808

On August 25, 2004, the Company received a letter from the Securities and Exchange Commission (the "SEC") in which the SEC referred to an inquiry of the Company. The letter transmitted a subpoena requesting certain of the Company's documents. The letter and the subpoena referred to an SEC investigation entitled *In the Matter of United Rentals, Inc.* The inquiry related to a broad range of the Company's accounting practices and was not confined to a specific period. The Company provided documents to the SEC in response to the August 2004 subpoena and subsequent subpoenas. The Company also responded to the SEC's informal requests for information.

In March 2005, the Company's board of directors formed a special committee of independent directors (the "Special Committee") to review matters related to the SEC inquiry. The Special Committee retained independent counsel who employed independent forensic accountants. The board of directors received and acted upon findings of the Special Committee on January 26, 2006. The conclusions and recommendations of the Special Committee are summarized in the Company's press release and the related current report on Form 8-K, dated January 26, 2006, and in its Annual Report on Form 10-K for the year ended December 31, 2004 (the "2004 Form 10-K"). The Special Committee found, among other things, that there were irregularities with respect to certain sale-leaseback transactions and trade packages to which the Company was a party between 2000 and 2002 and that these practices appeared to have been directed by the Company's two former chief financial officers, Michael Nolan and John Milne.

The Company announced on September 8, 2008 that it had reached a final settlement with the SEC of its inquiry. The settlement covered the issues identified in the Special Committee's findings and other accounting matters discovered by the Company as a result of its routine testing of internal controls over financial reporting and discussed in the 2004 Form 10-K. That same day, the SEC filed a complaint against the Company, and the Company, without admitting or denying the allegations in the Complaint, consented to certain of the relief sought therein. The SEC's complaint charged the Company with violations of the antifraud provisions of the Securities Act of 1933 (the "Securities Act") and the Securities Exchange Act of 1934 (the "Exchange Act") with respect to the sale-leaseback transactions and trade packages. It also charged the Company with violations of the reporting, books and records, and internal control provisions of the Exchange Act with respect to these issues and the other historical accounting matters discussed in the 2004 Form 10-K, specifically the Company's valuation of acquired assets, use of acquisition reserves, accounting for customer relationships, estimation and recording of self-insurance reserves, recognition of equipment rental revenues, and income tax accounting.

As noted above, under the terms of its settlement with the SEC, the Company consented, without admitting or denying the allegations in the SEC's complaint, to the entry of a judgment enjoining it from violating in the future Section 17(a) of the Securities Act, Sections 10(b), 13(a), 13(b)(2)(A) and 13(b)(2)(B) of the Exchange Act and Rules 10b-5, 12b-20, 13a-1, 13a-11 and 13a-13 thereunder and requiring the Company to pay a civil penalty of \$14 million and disgorgement of one dollar. The SEC, in its press release announcing the settlement, noted the Company's cooperation with the inquiry.

The SEC complaints against Michael Nolan and John Milne, their consents to judgment in their respective SEC cases, Mr. Nolan's criminal information, and Mr. Milne's indictment are available upon request.

In December 2007, Mr. Nolan pled guilty to making a false filing with the SEC in connection with URI's FY 2000 Form 10-K and settled a related SEC enforcement action alleging various securities law violations. In November 2010, Mr. Nolan was sentenced to serve three years of probation and was ordered to pay almost \$2 million in restitution.

Mr. Milne was indicted in April 2008. In October 2009, he pled guilty to conspiring to falsify URI's records during 2002 and 2003 and settled the related SEC enforcement action alleging various securities law violations. In March 2010, Mr. Milne was sentenced to 27 months in prison and was ordered to pay \$6.25 million.



To: Lake County Procurement Services  
From: United Rentals (North America), Inc.  
Re: ITB Number 16-0611  
Bid Due Date: January 13, 2016 3:00 p.m.

Contact Information:

Marc Faraci  
United Rentals  
Branch Manager  
100 WEBER AVE.  
LEESBURG Florida 34748

Phone: 877-874-4468  
Fax: 877-735-7450

Email: [govrents@ur.com](mailto:govrents@ur.com)

United Rentals (North America), Inc. appreciates the opportunity to submit a bid for the above solicitation. This bid is subject to the attached exceptions. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Marc Faraci".

Marc Faraci  
United Rentals (North America), Inc.  
Branch Manager