

MEMORANDUM



To: Vicki Tessmer, Supervisor
Board Records

From: Theresa Webb, Procurement Official

Date: **June 4, 2019**

Subject: Contract Document:
Herc Rentals, Inc.

A handwritten signature in blue ink, appearing to read "TW", is written over the "From:" line of the memorandum.

IFB 19-R070399GL, Heavy Equipment Rental

Please accept the attached executed Agreement for Heavy Equipment Rental in accordance with the IFB 19-R070399GL. This executed attached Agreement is authorized by Chapter 2-26 of the Manatee County Code and pursuant to the Procurement Division's Administrative Standards and Procedures Manual.

Please send a confirmation of the Recording to:

- George Earnest CPPB, Purchasing

Thank you. If you require additional information, please call me at extension 3044.

Attachments to Board Records only: (signed and dated: May 17, 2019)

- 1) Intent to Award
- 2) Award Confirmation
- 3) Contract Document

Financial Management Department
Procurement Division
1112 Manatee Avenue West, Suite 803
Phone number: (941) 749-3014

MANATEE COUNTY GOVERNMENT INTENT TO AWARD

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IFB NO. / TITLE	IFB 19-R070399GL HEAVY EQUIPMENT RENTAL	DATE POSTED	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> MC 4/25/19 DS 4/25/19 </div>	CC N/A
				BCC N/A
PROCUREMENT REPRESENTATIVE	George Earnest CPPB	PROJECTED AWARD DATE	May 3, 2019	
DEPARTMENT/DIVISION	Property Management	AUTHORIZED BY DATE	TWebb <small>Digitally signed by TWebb DN: cn=TWebb, o=Manatee County BCC, ou, email=theresa webb@manatee.org, c=US Date: 2019.04.23 16:11:16 -0400</small>	
			Theresa Webb, Procurement Official	

NOTICE OF INTENT TO AWARD

The Manatee County Procurement Division provides notice of its intent to award a contract with Herc Rentals, Inc. and Synergy Equipment for the provision of heavy equipment rental.

ENABLING/REGULATING AUTHORITY

Manatee County Procurement Ordinance, Sec 2-26.

BACKGROUND/EVALUATION

In the course of daily operations, Manatee County departments require the ability to rent a wide variety of heavy equipment. These needs require the availability of several sources and therefore a multiple award of this solicitation is in order.

The solicitation was advertised on March 31, 2019 on the Manatee County website and DemandStar. It was also provided to the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce for release of its members. Responses were received from the following firms:

1. Herc Rentals, Inc., Sarasota, FL
2. Synergy Equipment, Sarasota, FL

EVALUATION SUMMARY:
 Herc Rentals, Inc. and Synergy Equipment were the lowest responsible, responsive bidder(s). A bid tabulation of the results is attached to this Notice of Intent to Award.

RECOMMENDATION
 The Procurement Division and the Property Management Department recommend award to Herc Rentals, Inc. and Synergy Equipment.

ATTACHMENTS <small>(List in order of attached)</small>	Bid Tabulation	NAME AND NUMBER OF FUNDING SOURCE	Blanket Purchase Order #5010003698-596000
COST	Estimated Annual Spend \$150,000	FUNDS VERIFIED	N/A

NOTICE OF INTENT TO AWARD - BID TABULATION

HEAVY EQUIPMENT RENTAL

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP A - CRANES							
A1	20 Ton, Hydraulic, Truck Mounted, Rubber Tire Without Operator							
	HERC RENTALS		\$687.00	\$1,882.00	\$4,542.00	\$4,542.00/MNTH	\$4,542.00/MNTH	\$125.00/HOUR EACH WAY
A2	20 Ton, Metal Track Crawler (NO BID)							
A3	25 Ton, Truck Mounted (NO BID)							
A4	25 Ton, Metal Track Crawler (NO BID)							
A5	35 Ton, Truck Mounted (NO BID)							
A6	35 Ton, Metal Track Crawler (NO BID)							
A7	50 Ton, Truck Mounted (NO BID)							
A8	50 Ton, Metal Track Crawler (NO BID)							
A9	50 Ton, Friction, Metal Tracked (NO BID)							
A10	50 Ton, Friction, Truck Mount (NO BID)							
A11	90 Ton, Friction, Truck Mounted (NO BID)							
A12	120 Ton, Truck Mounted (NO BID)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP B - LOW BOYS								
B1	50 Ton capacity with 12' width, Mack Tractor and Roger Trailer (NO BID)							
B2	30 Ton capacity with 10' width, Mack Tractor and Roger Trailer (NO BID)							
GROUP C - FRONT END WHEEL LOADER								
C1	1.5 Cubic Yard Bucket, Cat 910F or Equal Without Operator							
	HERC RENTALS		\$605.00	\$1,254.00	\$3,151.00	\$3,151/MNTH	\$3,151/MNTH	\$125.00/HOUR EACH WAY
	add HERC RENTALS							
	Forks		\$101.00	\$278.00	\$524.00	\$524/MNTH	\$524/MNTH	
	Bucket		\$80.00	\$197.00	\$404.00	\$404/MNTH	\$404/MNTH	
	Root Rake		\$118.00	\$278.00	\$524.00	\$524/MNTH	\$524/MNTH	
	Grapple Rake		\$207.00	\$479.00	\$905.00	\$905/MNTH	\$905/MNTH	
	SYNERGY RENTALS		\$355.00	\$1,000.00	\$2,095.00	\$6,285.00	\$12,570.00	\$100 EACH WAY
	add SYNERGY EQUIPMENT							
	Hydraulic Quick Couplers		No Charge	N/C	N/C	N/C	N/C	
	Forks		\$25.00	\$65.00	\$145.00	\$435.00	\$870.00	
	Bucket		No Charge	N/C	N/C	N/C	N/C	

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
C2	2.0 Cubic Yard Bucket, Cat 918F or Equal							
	Without Operator							
	HERC RENTALS (no accessories)		\$588.00	\$1,646.00	\$4,222.00	\$4,222/MNTH	\$4,222/MNTH	\$125.00/HOUR EACH WAY
C3	2.5 Cubic Yard Bucket, Cat 928F or Equal							
	Without Operator							
	HERC RENTALS (no accessories)		\$702.00	\$1,764.00	\$4,726.00	\$4,726/MNTH	\$4,726/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$575.00	\$1,555.00	\$3,650.00	\$10,950.00	\$21,900.00	\$150 EACH WAY
	"add"							
	Forks		\$100.00	\$200.00	\$400.00	\$1,200.00	\$2,400.00	\$
	Bucket		No Charge	N/C	N/C	N/C	N/C	
	Root Rake		\$150.00	\$300.00	\$600.00	\$1,800.00	\$3,600.00	
Grapple Rake		\$250.00	\$600.00	\$1,200.00	\$3,600.00	\$7,200.00		
C4	3.0 Cubic Yard Bucket, Cat 938F or Equal							
	Without Operator							
	HERC RENTALS (no accessories)		\$726.00	\$2,038.00	\$4,878.00	\$4,878/MNTH	\$4,878/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$575.00	\$1,555.00	\$3,650.00	\$10,950	\$21,900.00	\$150 EACH WAY
	"add"							
	Forks		\$100.00	\$200.00	\$400.00	\$1,200.00	\$2,400.00	
	Bucket		No Charge	N/C	N/C	N/C	N/C	
	Root Rake		\$150.00	\$300.00	\$600.00	\$1,800.00	\$3,600.00	
Grapple Rake		\$250.00	\$600.00	\$1,200.00	\$3,600.00	\$7,200.00		
C5	4.0 Cubic yard Bucket, Cat 950 F or Equal							
	Without Operator							
	HERC RENTALS (no accessories)		\$843.00	\$2,128.00	\$6,272.00	\$6,272/MNTH	\$6,272/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$950.00	\$2,165.00	\$5,175.00	\$15,525.00	\$31,050.00	\$175 EACH WAY
	"add"							
	Forks		\$125.00	\$250.00	\$500.00	\$1,500.00	\$3,000.00	
	Bucket		No Charge	N/C	N/C	N/C	N/C	
	Root Rake		\$150.00	\$300.00	\$600.00	\$1,800.00	\$3,600.00	
Grapple Rake		\$250.00	\$600.00	\$1,200.00	\$3,600.00	\$7,200.00		
	Grapppler Hooks		\$1,100.00	\$2,995.00	\$7,750.00	\$23,250.00	\$46,500.00	

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP D - FRONT END CRAWLER LOADER							
D1	No bids for Group D							
	GROUP E - DUMP TRUCKS							
E1	5 Yard Capacity Without Operator							
	HERC RENTALS		\$364.00	\$1,000.00	\$2,352.00	\$2,352/MNTH	\$2,352/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$252.00	\$778.00	\$1,720.00	\$5,160.00	\$10,320.00	\$125 EACH WAY
E2	Tandem - 15 Yard Capacity Without Operator							
	HERC RENTALS		\$718.00	\$2,346.00	\$5,488.00	\$5,488/MNTH	\$5,488/MNTH	\$125.00/HOUR EACH WAY
E3	Tri-axle - 18 Yard Capacity (NO BIDS)							
E4	Semi-tractor trailer dump (NO BIDS)							
E5	Flatbed - 2 Ton Capacity Without Operator							
	HERC RENTALS		\$252.00	\$868.00	\$1,792.00	\$1,792/MNTH	\$1,792/MNTH	\$125.00/HOUR EACH WAY
E6	30 Ton Dump Truck Without Operator							
	SYNERGY EQUIPMENT		\$2,500.00	\$4,500.00	\$10,300.00	\$30,900.00	\$61,800.00	\$250 EACH WAY
E7	Articulated Dump Truck, 40-Ton Capacity (NO BIDS)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP F - DRAGLINE - BUCKET & CLAMSHELL							
F1	No bids for Group F							
	GROUP G - EXCAVATORS							
G1	Excavator with Hydroscopic Boom, 30' Reach, Gradall, Badger or Equal							
	Without Operator							
	HERC RENTALS		\$883.00	\$2,128.00	\$5,600.00	\$5,600/MNTH	\$5,600/MNTH	\$125.00/HOUR EACH WAY
G2	Mini Excavator with Trailer, Takeuchi Model #TB25 or Equal							
	Without Operator							
	HERC RENTALS		\$269.00	\$745.00	\$1,462.00	\$1,462/MNTH	\$1,462/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$420.00	\$1,138.00	\$2,700.00	\$8,100.00	\$16,200.00	\$125 EACH WAY
G3	Mini Excavator, 11,000 lbs with Rubber Tracks, Kubota V2203-M Model or Equal							
	Without Operator							
	HERC RENTALS		\$324.00	\$914.00	\$2,128.00	\$2,128/MNTH	\$2,128/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$311.00	\$826.00	\$1,850.00	\$5,550.00	\$11,100.00	\$125 EACH WAY
G4	Walking Excavator (NO BIDS)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP H - BULLDOZERS								
H1	CAT D3CLGP or Equal Without Operator							
	HERC RENTALS		\$631.00	\$1,568.00	\$3,991.00	\$3,991/MNTH	\$3,991/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT (JD 450)		\$420.00	\$1,400.00	\$3,150.00	\$9,450.00	\$18,900.00	\$150 EACH WAY
H2	CAT D4HLGP or Equal Without Operator							
	HERC RENTALS		\$756.00	\$1,837.00	\$4,620.00	\$4,620/MNTH	\$4,620/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT (JD 650)		\$500.00	\$1,600.00	\$4,300.00	\$12,900.00	\$25,800.00	\$150 EACH WAY
H4	CAT D6HLGP or Equal Without Operator							
	HERC RENTALS		\$1,159.00	\$2,822.00	\$7,351.00	\$7,351/MNTH	\$7,351/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT (JD 700)		\$572.00	\$2,100.00	\$5,250.00	\$15,750.00	\$31,500.00	\$150 EACY WAY
H5	CAT D7 LGP - With Landfill Package (NO BIDS)							
H6	CAT D7H or Equal (NO BIDS)							
H7	CAT D8n or Equal (NO BIDS)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP I - BACKHOE, RUBBER TIRE							
I1	3/4 Yard Bucket Without Operator							
	HERC RENTALS "add"		\$325.00	\$869.00	\$2,143.00	\$2,143/MNTH	\$2,143/MNTH	\$125.00/HOUR EACH WAY
	Extended Boom		\$353.00	\$952.00	\$2,240.00	\$2,240/MNTH	\$2,240/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT (JD 310) "add"		\$275.00	\$650.00	\$1,550.00	\$4,650.00	\$9,300.00	\$125 EACH WAY
	Rear Bucket		No Charge	N/C	N/C	N/C	N/C	
	4 Wheel Drive		No Charge	N/C	N/C	N/C	N/C	
	Extended Boom		\$25.00	\$45.00	\$75.00	\$225.00	\$450.00	
I2	1 Yard Bucket (NO BID)							
I3	1 1/4 Yard Bucket (NO BID)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP J - BACKHOE, CRAWLER/METAL TRACK							
J1	CAT E 70 B or Equal. Min 14,500#, Max 17,500#, Min. Digging Depth 15' Without Operator							
	SYNERGY EQUIPMENT		\$400.00	\$1,138.00	\$2,700.00	\$8,100.00	\$16,200.00	\$125 EACH WAY
J2	Min 25,600# - Max 30,000#, Min. Digging Depth 18' 4" w/rubber tracks Without Operator							
	SYNERGY EQUIPMENT (RT 140)		\$595.00	\$1,600.00	\$4,370.00	\$13,110.00	\$26,220.00	\$175 EACH WAY
J3	CAT 312L or Equal. Min 26,000#, Max. 30,000#, Min. Digging Depth 19' Without Operator							
	SYNERGY EQUIPMENT (145)		\$585.00	\$1,562.00	\$4,170.00	\$12,510.00	\$25,020.00	\$175 EACH WAY
J4	CAT 320L or Equal. Min 42,000#, Max. 50,000#, Min. Digging Depth 21' Without Operator							
	SYNERGY EQUIPMENT (200)		\$695.00	\$1,985.00	\$4,850.00	\$14,500.00	\$29,100.00	\$200 EACH WAY
J5	CAT 320L Long Reach or Equal. , Min. 45,000#, Max. 50,000#, Min. Digging Depth 38' Without Operator							
	SYNERGY EQUIPMENT (200LR)		\$1,350.00	\$3,240.00	\$8,200.00	\$24,600.00	\$49,200.00	\$250 EACH WAY
J6	CAT 325L or Equal. Min. 50,000#, Max. 60,000#, Min. Digging Depth 24' Without Operator							
	SYNERGY EQUIPMENT (250)		\$890.00	\$2,355.00	\$5,700.00	\$17,100.00	\$34,200.00	\$225 EACH WAY

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
J7	CAT EL330L or Equal. Min. 65,000#, Max. 70,000#, Min. Digging Depth 26' Without Operator							
	SYNERGY EQUIPMENT (300)		\$925.00	\$2,525.00	\$6,900.00	\$20,700.00	\$41,400.00	\$250 EACH WAY
J8	CAT 350L or Equal. Min. 95,000#, Max. 110,000, Min. Digging Depth 30' (NO BID)							
J9	CAT 375L or Equal. Min. 170,000#. Max. 190,000#, Min. Digging Depth 35' (NO BID)							
GROUP K - TRENCHERS								
K1	Rubber tired, Vermier 450 or Equal. Without Operator							
	HERC RENTALS		\$429.00	\$1,075.00	\$2,430.00	\$2,430/MNTH	\$2,430/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$112.00	\$508.00	\$1,324.00	\$3,972.00	\$7,944.00	\$105 EACH WAY
K2	Crawler/Metal Track or Equal. Without Operator							
	SYNERGY EQUIPMENT		\$204.00	\$548.00	\$1,480.00	\$4,440.00	\$8,880.00	\$105 EACH WAY
GROUP L - TANKER TRUCKS								
L1	5,000 Gallon Capacity for Clear Water Without Operator							
	SYNERGY EQUIPMENT		\$513.00	\$1,475.00	\$3,850.00	\$11,550.00	\$23,100.00	\$125 EACH WAY
L2	Potable Water - Size Available: Without Operator							
	SYNERGY EQUIPMENT		\$375.00	\$999.00	\$2,299.00	\$6,897.00	\$13,794.00	\$125 EACH WAY

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP M - ROLLERS								
M1	Static, Double Drum Riding, 30" Drum, Asphalt and SOD							
	Without Operator							
	HERC RENTALS		\$167.00	\$444.00	\$832.00	\$832/MNTH	\$832/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT (36" D/D)		\$160.00	\$440.00	\$960.00	\$2,880.00	\$5,760.00	\$95 EACH WAY
M2	Tandem, Riding, Vibratory, Asphalt 30" Drum (NO BID)							
M3	Vibrating, 80" min. Drum with 10 Ton Unit, Sakai Model SV91D without operator							
	SYNERGY EQUIPMENT (BOMAG 211D)		\$400.00	\$1,093.00	\$2,525.00	\$7,575.00	\$15,150.00	\$125 EACH WAY
M4	Vibrating Sheepfoot Roller with 84" Drum, CAT Model CP563 or Equal							
	Without Operator							
	SYNERGY EQUIPMENT		\$400 + \$180 SF	\$1,093+\$392 SF	\$2480+\$1000 SF	\$7740+\$3000 SF	\$14880+6000 SF	\$125 EACH WAY
M5	Pneumatic, Tired Sakai Model TS150H or Equal							
	Without Operator							
	SYNERGY EQUIPMENT (9 Wheel Roller)		\$400.00	\$800.00	\$2,480.00	\$7,740.00	\$14,880.00	\$125 EACH WAY
GROUP N - CHERRY PICKER								
N1	27 1/2 Ton, Rough Terrain Crane, Lorain LRT-275 (NO BID)							
N2	18/20 Ton Rough Terrain Crane, Lorain LRT-18V (NO BID)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP O - SCRAPPER								
O1	Scrapper, Caterpillar 615 (NO BID)							
O2	Scrapper, Caterpillar 623 (NO BID)							
GROUP P - COMPACTOR								
P1	Soil, Vibratory, Riding, Single Drum, 7 Ton or Greater							
	Without Operator							
	SYNERGY EQUIPMENT		\$272.00	\$740.00	\$1,680.00	\$5,040.00	\$10,080.00	\$125 EACH WAY
P2	Double Drum Asphalt, Caterpillar CB-224-B (NO BID)							
P3	Landfill Package, with Air Conditioned Cab, CAT 826 (NO BID)							
GROUP Q - MOTAR MIXERS								
Q1	6 Cubic Feet, without operator							
	SYNERGY EQUIPMENT		\$56.00	\$240.00	\$595.00	\$1,785.00	\$3,570.00	\$75 EACH WAY
Q2	8 Cubic Feet, without operator							
	HERC RENTALS		\$96.00	\$340.00	\$718.00	\$718.00/MNTH	\$718.00/MNTH	\$125.00/HOUR EACH WAY
GROUP R - AERIAL WORK PLATFORMS								
R1	60' One Man Bucket , Simon Model M-P-60 or Equal, without operator							
	HERC RENTALS		\$412.00	\$952.00	\$2,464.00	\$2,464.00/MNTH	\$2,464.00/MNTH	\$125.00/HOUR EACH WAY
R2	60' Two Man Bucket, Simon Model M-P-60 or Equal, without operator							
	HERC RENTALS		\$412.00	\$952.00	\$2,464.00	\$2,464.00/MNTH	\$2,464.00/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$365.00	\$850.00	\$1,725.00	\$5,175.00	\$10,350.00	\$125 EACH WAY

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP S - WELLPOINT PUMPS AND ACCESSORIES							
S1	4" Pump, wellpoint SYNERGY EQUIPMENT		\$72.00	\$216.00	\$650.00	\$1,950.00	\$3,900.00	\$135 EACH WAY
S2	6" Pump, wellpoint HERC RENTALS SYNERGY EQUIPMENT		\$227.00 \$161.00	\$643.00 \$483.00	\$1,877.00 \$1,450.00	\$1,877.00/MNTH \$4,350.00	\$1,877.00/MNTH \$8,700.00	\$125.00/HOUR EACH WAY \$135 EACH WAY
S3	8" Pump, wellpoint HERC RENTALS SYNERGY EQUIPMENT		\$252.00 \$183.00	\$715.00 \$550.00	\$2,146.00 \$1,650.00	\$2,146.00/MNTH \$4,950.00	\$2,146.00/MNTH \$9,900.00	\$125.00/HOUR EACH WAY \$135 EACH WAY
S4	10" Pump, wellpoint HERC RENTALS SYNERGY EQUIPMENT		\$302.00 \$205.00	\$852.00 \$616.00	\$2,365.00 \$1,850.00	\$2,365.00/MNTH \$5,550.00	\$2,365.00/MNTH \$11,100.00	\$125.00/HOUR EACH WAY \$135 EACH WAY
S5	12 ft. wellpoint (2' diameter) with risers and lops SYNERGY EQUIPMENT		\$1.00	\$3.00	\$11.00	\$33.00	\$66.00	
S6	14 ft. wellpoint (2' diameter) with risers and lops SYNERGY EQUIPMENT		\$1.00	\$3.00	\$11.00	\$33.00	\$66.00	
S7	16 ft. wellpoint (2' diameter) with risers and lops SYNERGY EQUIPMENT		\$1.00	\$3.00	\$11.00	\$33.00	\$66.00	
S8	8" Header Pipe (20 ft. length) SYNERGY EQUIPMENT		\$8.00	\$26.00	\$80.00	\$240.00	\$480.00	
S9	10" Header Pipe, 20 ft. (NO BID)							
S10	8" Discharge Pipe (20 ft. length) SYNERGY EQUIPMENT		\$12.00	\$36.00	\$110.00	\$330.00	\$660.00	
S11	10" Discharge Pipe (20 ft. length) SYNERGY EQUIPMENT		\$16.00	\$50.00	\$150.00	\$450.00	\$900.00	
S12	8" Sleeves (NO BID)							
S13	10" Sleeves (NO BID)							
S14	8" Dresser Couplings (NO BID)							
S15	10" Dresser Couplings (NO BID)							
S16	Hat Plugs (NO BID)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
S17	Swing Joints							
	SYNERGY EQUIPMENT		\$1.00	\$3.00	\$11.00	\$33.00	\$66.00	

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP T - MISCELLANEOUS								
T1	Motor Grader - JD 670, CAT 120G or Equal Without Operator							
	HERC RENTALS		\$1,135.00	\$3,190.00	\$8,956.00	\$8,956/MNTH	\$8,956/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$725.00	\$2,400.00	\$6,700.00	\$20,100.00	\$40,200.00	\$125 EACH WAY
T1a	Motor Grader - JD 570 or Equal Without Operator							
	SYNERGY EQUIPMENT		\$725.00	\$2,400.00	\$6,700.00	\$20,100.00	\$40,200.00	\$125 EACH WAY
T2	Mowing Tractor, 5' Bushog or Equal (NO BID)							
T3	Mowing Tractor, 10' Bushog or Equal (NO BID)							
T4	Sidewinder Mower Tractor (NO BID)							
T5	Mower Tractor with side attachment Mowing Arm (NO BID)							
T6	Soil Stabilizer(Tamper) Bomag MPH-100, without operator							
	SYNERGY EQUIPMENT		\$2,240.00	\$4,800.00	\$15,500.00	\$46,500.00	\$93,000.00	\$200 EACH WAY
T7	Wheel Tractor, w/Broom or w/Blade Without Operator							
	HERC RENTALS		\$278.00	\$672.00	\$1,723.00	\$1,723/MNTH	\$1,723/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT (LAYMOR SM300, 3- wheel sweeper)		\$235.00	\$600.00	\$1,100.00	\$3,300.00	\$6,600.00	\$95 EACH WAY
T8	Rock Breaker, Tractor/Truck Mounted (NO BID)							

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
T9	Truck mounted Aerial Lift & Aerial Bucket (NO BID)							
T10	Power Post Hole Digger, Mounted, 6" to 36" Diameter (NO BID)							
T11	Flatbed Tractor Trailer, Long Bed (NO BID)							
T12	Short Bed (NO BID)							
T13	Bobcat, 700 Series or equal Without Operator							
	HERC RENTALS		\$407.00	\$1,076.00	\$2,231.00	\$2,231/MNTH	\$2,321/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT (T740 or 750)		\$385.00	\$1,027.00	\$2,333.00	\$6,999.00	\$13,998.00	\$125 EACH WAY
T14	Bobcat, 800 Series or equal (NO BID)							
T15	4" Jet Pump (NO BID)							
T16	Boom Truck, 12 Ton (NO BID)							
T17	3/4 Ton Pick-Up Truck (4X4), Ford F250 (NO BID)							
T18	125 KW Portable Generator, 230/480 Volts							
	HERC RENTALS		\$417.00	\$1,051.00	\$2,856.00	\$2,856/MNTH	\$2,856/MNTH	\$125.00/HOUR EACH WAY
T19	750 KW Generator (Truck Mounted), 480 Volts							
	HERC RENTALS		\$1,613.00	\$4,855.00	\$14,280.00	\$14,280/MNTH	\$14,280/MNTH	\$125.00/HOUR EAC
T20	1000 KW Generator (Truck Mounted), 480 Volts							
	HERC RENTALS		\$2,419.00	\$6,236.00	\$18,480.00	\$18,480/MNTH	\$18,480/MNTH	\$125.00/HOUR EACH WAY

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
T21	1500 KW Generator (Truck Mounted), 4160 Volts							
	HERC RENTALS		\$4,133.00	\$11,424.00	\$29,400.00	\$29,400/MNTH	\$29,400/MNTH	\$125.00/HOUR EACH WAY
T22	5,000 Gallon Water Wagon (NO BID)							
T23	Ingersoll-Rand 185 Portable Air Compressor							
	HERC RENTALS		\$118.00	\$246.00	\$588.00	\$588/MNTH	\$588/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$92.00	\$280.00	\$520.00	\$1,560.00	\$3,120.00	\$75 EACH WAY
T24	Screening Plant, 1" to 4" Screens, Motor, 47+ HP, Belt, 5' wide (NO BID)							
T25	Conveyor Belt, 40" H, 20" W. Height of discharge + min. of 30" wide belt.							
	HERC RENTALS		\$112.00	\$330.00	\$878.00	\$878/MNTH	\$878/MNTH	\$125.00/HOUR EACH WAY
T26	Scissor Lift 19-20 ft; must fit door opening of 74" (safety bars collapse down)							
	HERC RENTALS		\$112.00	\$213.00	\$414.00	\$414/MNTH	\$414/MNTH	\$125.00/HOUR EACH WAY
	SYNERGY EQUIPMENT		\$80.00	\$185.00	\$315.00	\$945.00	\$1,890.00	\$75 EACH WAY

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
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SYNERGY EQUIPMENT rental schedule **(HERC RENTALS did not supply a schedule)**
 MINIMUM HOURLY PERIOD OF RENTAL IS 8 8 HOURS

ADDITIONAL CHARGES FOR USAGE ON SATURDAY, SUNDAY OR HOLIDAYS (NO BID)

HOURS SHALL CONSTITUTE ONE-HALF (1/2) DAY OF RENTAL NO CHARGE

HOURS SHALL CONSTITUTE A FULL DAY OF RENTAL EIGHT (8) HOURS

DAYS SHALL CONSTITUTE ONE WEEK OF RENTAL SEVEN (7) DAYS

DAYS SHALL CONSTITUTE ONE MONTH OF RENTAL 28 DAYS

	GROUP U - PORTABLE GENERATORS SYNERGY EQUIPMENT (HERC RENTALS DID NOT BID)	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
U1	35 KW (Qty 3)		\$160.00	\$400.00	\$865.00	\$2,595.00	\$5,190.00	\$95 EACH WAY
U2	60 KW (Qty 1)		\$225.00	\$520.00	\$1,250.00	\$3,750.00	\$7,500.00	\$95 EACH WAY
U3	100 KW (Qty 2)		\$395.00	\$795.00	\$1,795.00	\$5,385.00	\$10,770.00	\$95 EACH WAY
U4	125 KW (Qty 1) BOBCAT T590		\$278.00	\$795.00	\$1,600.00	\$4,800.00	\$9,600.00	\$95 EACH WAY



Notice of Award

Notice is hereby given that Manatee County Government (County) awarded a contract on May 3, 2019 for the provision of Heavy Equipment Rental, Solicitation No. 19-R0700399GL as follows:

Contract title: IFB 19-R0700399GL Heavy Equipment Rental

Awarded company: Herc Rentals, Inc. and Synergy Rentals, Inc.

Contract term: May 3, 2019 to April 30, 2021

Contract amount: \$250,000

Contact the Procurement Representative for additional information:

Name: George Earnest CPPB, Buyer

Phone: (941) 749-3044

Email: George.earnest@mymanatee.org



AGREEMENT No. 19-R070399GL

HEAVY EQUIPMENT RENTAL

between

**MANATEE COUNTY
(COUNTY)**

and

**HERC RENTALS, INC.
(CONTRACTOR)**

AGREEMENT FOR HEAVY EQUIPMENT RENTAL

THIS AGREEMENT is made and entered into as of this 17th day of May, 2019, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **HERC RENTALS, INC.**, a Florida corporation, (“**CONTRACTOR**”) with offices located at 3450 N. Washington Blvd., Sarasota, FL 34234, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of equipment rental; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Invitation for Bid No. 19-R070399GL and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. “Task” as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through April 30, 2021 unless terminated by COUNTY pursuant to Article 8, but not to exceed a two-year initial term.
- B. COUNTY reserves the right to extend the initial term of two years for an additional three (3), one-year periods not to exceed a total of five (5) years.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and

Article 10 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- G. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.

- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

- 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
 - c. Work that is at a rate that disrupts the overall performance of this Agreement.
- 2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
- 3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 9. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;

- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 10. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 11. COMPLIANCE WITH LAWS

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 12. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 13. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for inspection purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 14. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement,

CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 15. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 16. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 17. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 18. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this

Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 21. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Jason Oosterbeek

CONTRACTOR shall notify the COUNTY in writing within ten business days of any changes to the key personnel.

ARTICLE 22. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the sub-contractor fees specified in **Exhibit B**. CONTRACTOR shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

ARTICLE 23. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

ARTICLE 24. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Property Management Department
Attn: David Thompson, Building Maintenance Division Manager
1112 Manatee Ave. W
Bradenton, FL 34205
Phone: (941) 748-4501 Ext 3016
Email: david.thompson@mymanatee.org

To CONTRACTOR: Herc Rentals, Inc.
Attn: Jason Oosterbeek
3450 N. Washington Blvd.
Sarasota, FL 34234
Phone: (941) 360-9552
Email: hercbids@hercrentals.com

ARTICLE 25. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 26. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 27. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its

communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 28. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 29. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 30. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 31. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 32. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 33. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the heavy equipment rental services.

ARTICLE 34. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 35. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 36. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 37. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 38. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 39. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

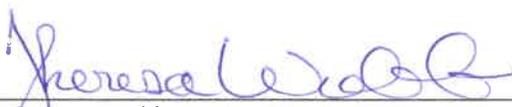
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

HERC RENTALS, INC.

By: 
Jason Oosterbeek, Vice President
Print Name & Title of Above Signer

Date: May 16, 2019

MANATEE COUNTY, a political subdivision of the State of Florida

By: 
Theresa Webb, M.A., CPPO, CPPB, CPSM,
C.P.M., Procurement Official.

Date: 5/17/2019

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES
AGREEMENT 19-R070399GL HEAVY EQUIPMENT RENTAL

A.01 **SCOPE**

The Contractor shall provide all labor, materials, equipment and transportation to provide rental equipment on an as-required basis, to include the typical accessories required for such equipment.

A.02 **GENERAL REQUIREMENTS**

The Contractor shall:

- A. Provide a time table of delivery and coordinate with County staff any details to position the equipment where needed, at the location needed.
- B. Ensure that all rental generators and the corresponding accessories have been tested and inspected in accordance with manufacturer requirements prior to delivery.
- C. Conform to all delivery site rules and regulations. These include but are not limited to:
 1. Keeping public areas free of waste materials
 2. Removing all rubbish from site(s) daily before leaving the premises
 3. Strictly adhering to all local and/or State safety codes.
- D. Deliver equipment with a full fuel tank.

A.03 **SPECIAL REQUIREMENTS**

A. Operators

Equipment operators shall

1. Be certified and/or licensed by the State of Florida to operate the equipment they are dispatched by the Contractor to the County to operate.
2. Have a minimum of three years' experience operating the equipment they are dispatched by Contractor to the County to operate.
3. Shall have a valid Florida Driver's license and be over the age of 18.
4. Shall be able to perform general maintenance on the applicable equipment,
5. Shall operate the equipment in accordance with the manufacturer's and Occupational Safety and Health Administration (OSHA) requirements.

B. MAINTENANCE

The Contractor shall provide written instructions for the daily and weekly operating maintenance procedures which will be performed by the County. All scheduled preventive maintenance and service repair shall be performed by the Contractor, as required by the manufacturer. The Contractor shall provide the County with the maintenance schedule for the rented equipment. The County will notify the Contractor when equipment requires maintenance according to the schedule provided.

C. PHYSICAL DAMAGE- NO OPERATOR PROVIDED

Upon finding by the County that all rental equipment is in satisfactory working condition and free from obvious mechanical and structural defects, the County agrees to return the equipment, at the expiration of the rental period, in the same rented condition as initially received, excepting normal wear and tear.

In case of theft or total loss of equipment, the fair market value shall be established in accordance with generally accepted accounting practices for this type of equipment.

A.04 COUNTY RESPONSIBILITIES

The County will return equipment to the Contractor with a full fuel tank. The County will carry complete liability insurance coverage that includes \$1,000,000 limits for any equipment being rented while the equipment is in the County's possession.

END OF EXHIBIT A

EXHIBIT B
FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this Exhibit B.

2. ESCALATION/DE-ESCALATION

The Contractor's fees for equipment rental services shall remain firm for a minimum of one (1) year after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the Bureau of Labor Statistics Producers Price Index (Heavy Machinery Rental PCU #5324125324121) change in most recent 12 month period. No more than one (1) price increase is allowed in a twelve month period.

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**EXHIBIT B - FEE RATE SCHEDULE
HERC RENTALS
HEAVY EQUIPMENT RENTAL**

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP A - CRANES							
A1	20 Ton, Hydraulic, Truck Mounted, Rubber Tire Without Operator							
	HERC RENTALS		\$687.00	\$1,882.00	\$4,542.00	\$4,542.00/MNTH	\$4,542.00/MNTH	\$125.00/HOUR EACH WAY
A2	20 Ton, Metal Track Crawler (NO BID)							
A3	25 Ton, Truck Mounted (NO BID)							
A4	25 Ton, Metal Track Crawler (NO BID)							
A5	35 Ton, Truck Mounted (NO BID)							
A6	35 Ton, Metal Track Crawler (NO BID)							
A7	50 Ton, Truck Mounted (NO BID)							
A8	50 Ton, Metal Track Crawler (NO BID)							
A9	50 Ton, Friction, Metal Tracked (NO BID)							
A10	50 Ton, Friction, Truck Mount (NO BID)							
A11	90 Ton, Friction, Truck Mounted (NO BID)							
A12	120 Ton, Truck Mounted (NO BID)							

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP B - LOW BOYS							
B1	50 Ton capacity with 12' width, Mack Tractor and Roger Trailer (NO BID)							
B2	30 Ton capacity with 10' width, Mack Tractor and Roger Trailer (NO BID)							
	GROUP C - FRONT END WHEEL LOADER							
C1	1.5 Cubic Yard Bucket, Cat 910F or Equal Without Operator							
	HERC RENTALS		\$605.00	\$1,254.00	\$3,151.00	\$3,151/MNTH	\$3,151/MNTH	\$125.00/HOUR EACH WAY
	add HERC RENTALS							
	Forks		\$101.00	\$278.00	\$524.00	\$524/MNTH	\$524/MNTH	
	Bucket		\$60.00	\$197.00	\$404.00	\$404/MNTH	\$404/MNTH	
	Root Rake		\$118.00	\$278.00	\$524.00	\$524/MNTH	\$524/MNTH	
	Grapple Rake		\$207.00	\$479.00	\$905.00	\$905/MNTH	\$905/MNTH	

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
C2	2.0 Cubic Yard Bucket, Cat 918F or Equal Without Operator							
	HERC RENTALS (no accessories)		\$588.00	\$1,646.00	\$4,222.00	\$4,222/MNTH	\$4,222/MNTH	\$125.00/HOUR EACH WAY
C3	2.5 Cubic Yard Bucket, Cat 928F or Equal Without Operator							
	HERC RENTALS (no accessories)		\$702.00	\$1,764.00	\$4,726.00	\$4,726/MNTH	\$4,726/MNTH	\$125.00/HOUR EACH WAY
C4	3.0 Cubic Yard Bucket, Cat 938F or Equal Without Operator							
	HERC RENTALS (no accessories)		\$726.00	\$2,038.00	\$4,878.00	\$4,878/MNTH	\$4,878/MNTH	\$125.00/HOUR EACH WAY
C5	4.0 Cubic yard Bucket, Cat 950 F or Equal Without Operator							
	HERC RENTALS (no accessories)		\$843.00	\$2,128.00	\$6,272.00	\$6,272/MNTH	\$6,272/MNTH	\$125.00/HOUR EACH WAY

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP D - FRONT END CRAWLER LOADER							
D1	No bids for Group D							
	GROUP E - DUMP TRUCKS							
E1	5 Yard Capacity Without Operator							
	HERC RENTALS		\$364.00	\$1,000.00	\$2,352.00	\$2,352/MNTH	\$2,352/MNTH	\$125.00/HOUR EACH WAY
E2	Tandem - 15 Yard Capacity Without Operator							
	HERC RENTALS		\$718.00	\$2,346.00	\$5,488.00	\$5,488/MNTH	\$5,488/MNTH	\$125.00/HOUR EACH WAY
E3	Tri-axle - 18 Yard Capacity (NO BIDS)							
E4	Semi-tractor trailer dump (NO BIDS)							
E5	Flatbed - 2 Ton Capacity Without Operator							
	HERC RENTALS		\$252.00	\$868.00	\$1,792.00	\$1,792/MNTH	\$1,792/MNTH	\$125.00/HOUR EACH WAY
E6	30 Ton Dump Truck Without Operator							
E7	Articulated Dump Truck, 40-Ton Capacity (NO BIDS)							

IFB 19-R070399GL

NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP F - DRAGLINE - BUCKET & CLAMSHELL							
F1	No bids for Group F							
	GROUP G - EXCAVATORS							
G1	Excavator with Hydrosopic Boom, 30' Reach, Gradell, Badger or Equal Without Operator							
	HERC RENTALS		\$883.00	\$2,128.00	\$5,600.00	\$5,600/MNTH	\$5,600/MNTH	\$125.00/HOUR EACH WAY
G2	Mini Excavator with Trailer, Takeuchi Model #TB25 or Equal Without Operator							
	HERC RENTALS		\$269.00	\$745.00	\$1,462.00	\$1,462/MNTH	\$1,462/MNTH	\$125.00/HOUR EACH WAY
G3	Mini Excavator, 11,000 lbs with Rubber Tracks, Kubota V2203-M Model or Equal Without Operator							
	HERC RENTALS		\$324.00	\$914.00	\$2,128.00	\$2,128/MNTH	\$2,128/MNTH	\$125.00/HOUR EACH WAY
G4	Walking Excavator (NO BIDS)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP H - BULLDOZERS							
H1	CAT D3CLGP or Equal Without Operator							
	HERC RENTALS		\$631.00	\$1,568.00	\$3,991.00	\$3,991/MNTH	\$3,991/MNTH	\$125.00/HOUR EACH WAY
H2	CAT D4HLGP or Equal Without Operator							
	HERC RENTALS		\$756.00	\$1,837.00	\$4,620.00	\$4,620/MNTH	\$4,620/MNTH	\$125.00/HOUR EACH WAY
H4	CAT D6HLGP or Equal Without Operator							
	HERC RENTALS		\$1,159.00	\$2,822.00	\$7,351.00	\$7,351/MNTH	\$7,351/MNTH	\$125.00/HOUR EACH WAY
H5	CAT D7 LGP - With Landfill Package (NO BIDS)							
H6	CAT D7H or Equal (NO BIDS)							
H7	CAT D8n or Equal (NO BIDS)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP 1 - BACKHOE, RUBBER TIRE							
I1	3/4 Yard Bucket Without Operator							
	HERC RENTALS "add"		\$325.00	\$869.00	\$2,143.00	\$2,143/MNTH	\$2,143/MNTH	\$125.00/HOUR EACH WAY
	Extended Boom		\$353.00	\$952.00	\$2,240.00	\$2,240/MNTH	\$2,240/MNTH	\$125.00/HOUR EACH WAY
I2	1 Yard Bucket (NO BID)							
I3	1 1/4 Yard Bucket (NO BID)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP J - BACKHOE, CRAWLER/METAL TRACK							
J1	CAT E 70 B or Equal. Min 14,500#, Max 17,500#, Min. Digging Depth 15' Without Operator							
J2	Min 25,600# - Max 30,000#, Min. Digging Depth 18' 4" w/rubber tracks Without Operator							
J3	CAT 312L or Equal. Min 26,000#, Max. 30,000#, Min. Digging Depth 19' Without Operator							
J4	CAT 320L or Equal. Min 42,000#, Max. 50,000#, Min. Digging Depth 21' Without Operator							
J5	CAT 320L Long Reach or Equal. , Min. 45,000#, Max. 50,000#, Min. Digging Depth 38' Without Operator							
J6	CAT 325L or Equal. Min. 50,000#, Max. 60,000#, Min. Digging Depth 24' Without Operator							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
J7	CAT EL330L or Equal. Min. 65,000#, Max. 70,000#, Min. Digging Depth 26' Without Operator							
J8	CAT 350L or Equal. Min. 95,000#, Max. 110,000, Min. Digging Depth 30' (NO BID)							
J9	CAT 375L or Equal. Min. 170,000#. Max. 190,000#, Min. Digging Depth 35' (NO BID)							
GROUP K - TRENCHERS								
K1	Rubber tired, Vermeer 450 or Equal. Without Operator							
	HERC RENTALS		\$429.00	\$1,075.00	\$2,430.00	\$2,430/MNTH	\$2,430/MNTH	\$125.00/HOUR EACH WAY
K2	Crawler/Metal Track or Equal. Without Operator							
GROUP L - TANKER TRUCKS								
L1	5,000 Gallon Capacity for Clear Water Without Operator							
L2	Potable Water - Size Available: Without Operator							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
GROUP M - ROLLERS								
M1	Static, Double Drum Riding, 30" Drum, Asphalt and SOD Without Operator							
	HERC RENTALS		\$167.00	\$444.00	\$832.00	\$832/MNTH	\$832/MNTH	\$125.00/HOUR EACH WAY
M2	Tandem, Riding, Vibratory, Asphalt 30" Drum (NO BID)							
M3	Vibrating, 80" min. Drum with 10 Ton Unit, Sakai Model SV91D without operator							
M4	Vibrating Sheepfoot Roller with 84" Drum, CAT Model CP583 or Equal Without Operator							
M5	Pneumatic, Tired Sakai Model TS150H or Equal Without Operator							
GROUP N - CHERRY PICKER								
N1	27 1/2 Ton, Rough Terrain Crane, Lorain LRT-275 (NO BID)							
N2	18/20 Ton Rough Terrain Crane, Lorain LRT-18V (NO BID)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP O - SCRAPPER							
O1	Scrapper, Caterpillar 615 (NO BID)							
O2	Scrapper, Caterpillar 623 (NO BID)							
	GROUP P - COMPACTOR							
P1	Soil, Vibratory, Riding, Single Drum, 7 Ton or Greater Without Operator							
P2	Double Drum Asphalt, Caterpillar CB-224-B (NO BID)							
P3	Landfill Package, with Air Conditioned Cab, CAT 826 (NO BID)							
	GROUP Q - MOTAR MIXERS							
Q1	6 Cubic Feet, without operator							
Q2	8 Cubic Feet, without operator							
	HERC RENTALS		\$96.00	\$340.00	\$718.00	\$718.00/MNTH	\$718.00/MNTH	\$125.00/HOUR EACH WAY
	GROUP R - AERIAL WORK PLATFORMS							
R1	60' One Man Bucket, Simon Model M-P-60 or Equal, without operator							
	HERC RENTALS		\$412.00	\$952.00	\$2,464.00	\$2,464.00/MNTH	\$2,464.00/MNTH	\$125.00/HOUR EACH WAY
R2	60' Two Man Bucket, Simon Model M-P-60 or Equal, without operator							
	HERC RENTALS		\$412.00	\$952.00	\$2,464.00	\$2,464.00/MNTH	\$2,464.00/MNTH	\$125.00/HOUR EACH WAY

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP S - WELLPOINT PUMPS AND ACCESSORIES							
S1	4" Pump, wellpoint							
S2	6" Pump, wellpoint							
	HERC RENTALS		\$227.00	\$643.00	\$1,877.00	\$1,877.00/MNTH	\$1,877.00/MNTH	\$125.00/HOUR EACH WAY
S3	8" Pump, wellpoint							
	HERC RENTALS		\$252.00	\$715.00	\$2,146.00	\$2,146.00/MNTH	\$2,146.00/MNTH	\$125.00/HOUR EACH WAY
S4	10" Pump, wellpoint							
	HERC RENTALS		\$302.00	\$852.00	\$2,365.00	\$2,365.00/MNTH	\$2,365.00/MNTH	\$125.00/HOUR EACH WAY
S5	12 ft. wellpoint (2' diameter) with risers and lops							
S6	14 ft. wellpoint (2' diameter) with risers and lops							
S7	16 ft. wellpoint (2' diameter) with risers and lops							
S8	8" Header Pipe (20 ft. length)							
S9	10" Header Pipe, 20 ft. (NO BID)							
S10	8" Discharge Pipe (20 ft. length)							
S11	10" Discharge Pipe (20 ft. length)							
S12	8" Sleeves (NO BID)							
S13	10" Sleeves (NO BID)							
S14	8" Dresser Couplings (NO BID)							
S15	10" Dresser Couplings (NO BID)							
S16	Hat Plugs (NO BID)							
S17	Swing Joints							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
	GROUP I - MISCELLANEOUS							
T1	Motor Grader - JD 670, CAT 120G or Equal Without Operator							
	HERC RENTALS		\$1,135.00	\$3,190.00	\$8,956.00	\$8,956/MNTH	\$8,956/MNTH	\$125.00/HOUR EACH WAY
T1a	Motor Grader - JD 570 or Equal Without Operator							
T2	Mowing Tractor, 5' Bushog or Equal (NO BID)							
T3	Mowing Tractor, 10' Bushog or Equal (NO BID)							
T4	Sidewinder Mower Tractor (NO BID)							
T5	Mower Tractor with side attachment Mowing Arm (NO BID)							
T6	Soil Stabilizer(Tamper) Bomag MPH-100, without operator							
T7	Wheel Tractor, w/Broom or w/Blade Without Operator							
	HERC RENTALS		\$276.00	\$672.00	\$1,723.00	\$1,723/MNTH	\$1,723/MNTH	\$125.00/HOUR EACH WAY
T8	Rock Breaker, Tractor/Truck Mounted (NO BID)							

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
T9	Truck mounted Aerial Lift & Aerial Bucket (NO BID)							
T10	Power Post Hole Digger, Mounted, 6" to 36" Diameter (NO BID)							
T11	Flatbed Tractor Trailer, Long Bed (NO BID)							
T12	Short Bed (NO BID)							
T13	Bobcat, 700 Series or equal Without Operator							
	HERC RENTALS		\$407.00	\$1,076.00	\$2,231.00	\$2,231/MNTH	\$2,321/MNTH	\$125.00/HOUR EACH WAY
T14	Bobcat, 800 Series or equal (NO BID)							
T15	4" Jet Pump (NO BID)							
T16	Boom Truck, 12 Ton (NO BID)							
T17	3/4 Ton Pick-Up Truck (4X4), Ford F250 (NO BID)							
T18	125 KW Portable Generator, 230/480 Volts							
	HERC RENTALS		\$417.00	\$1,051.00	\$2,856.00	\$2,856/MNTH	\$2,856/MNTH	\$125.00/HOUR EACH WAY
T19	750 KW Generator (Truck Mounted), 480 Volts							
	HERC RENTALS		\$1,813.00	\$4,855.00	\$14,280.00	\$14,280/MNTH	\$14,280/MNTH	\$125.00/HOUR EAC
T20	1000 KW Generator (Truck Mounted), 480 Volts							
	HERC RENTALS		\$2,419.00	\$6,236.00	\$18,480.00	\$18,480/MNTH	\$18,480/MNTH	\$125.00/HOUR EACH WAY

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NO.	EQUIPMENT DESCRIPTION	HOUR	DAY	WEEK	MONTH	(3) MONTHS	(6) MONTHS	DELIVERY & PICKUP CHARGES
T21	1500 KW Generator (Truck Mounted), 4160 Volts							
	HERC RENTALS		\$4,133.00	\$11,424.00	\$29,400.00	\$29,400/MNTH	\$29,400/MNTH	\$125.00/HOUR EACH WAY
T22	6,000 Gallon Water Wagon (NO BID)							
T23	Ingersoll-Rand 185 Portable Air Compressor							
	HERC RENTALS		\$118.00	\$246.00	\$588.00	\$588/MNTH	\$588/MNTH	\$125.00/HOUR EACH WAY
T24	Screening Plant, 1" to 4" Screens, Motor, 47+ HP, Belt, 5' wide (NO BID)							
T25	Conveyor Belt, 40" H, 20" W. Height of discharge + min. of 30" wide belt.							
	HERC RENTALS		\$112.00	\$330.00	\$878.00	\$878/MNTH	\$878/MNTH	\$125.00/HOUR EACH WAY
T26	Scissor Lift 19-20 ft; must fit door opening of 74" (safety bars collapse down)							
	HERC RENTALS		\$112.00	\$213.00	\$414.00	\$414/MNTH	\$414/MNTH	\$125.00/HOUR EACH WAY

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF LEE

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
Jason Oosterbeek, as [INSERT TITLE] Vice President of
[INSERT SUPPLIER NAME] HERC RENTALS INC., with full authority to bind
(hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that
CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 19-070399GL
for Equipemtn Rental

DATED this 16 day of May, 2019.

[Signature]
Signature

The foregoing instrument was sworn to and acknowledged before me this 16 day of MAY, 2019, by JASON OOSTERBEEK, as VP. of HERC RENTALS INC.. He/she is personally known to me or has produced DL as identification.



[Signature]
Notary Public, State of Florida at Large
Commission No. _____

