

AGREEMENT FOR EQUIPMENT RENTAL - COUNTYWIDE

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and HERC RENTALS, INC., a Delaware corporation authorized to do business in the State of Florida, whose address is 27500 RIVERVIEW CENTER BLVD., BONITA SPRINGS, FL 34134, and whose federal tax identification number is 13-6174127, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase the RENTAL OF POWER AND NON-POWER EQUIPMENT from the Vendor in connection with "EQUIPMENT RENTAL - COUNTYWIDE" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220065LLP on January 4, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on March 14, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately and shall continue for a three (3) year period. There may be an option to extend this Agreement upon the written agreement of both the County and the Vendor at the time of

extension or renewal for up to one (1) additional three (3) year period. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation No. B220065LLP, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has 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 fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the 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;

- 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

- A. This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.
- B. Additionally, Vendor shall provide such services in compliance with all applicable state and federal laws, rules and regulations, including, but not necessarily limited to, the Federal laws and regulations set forth at 2 CFR part 200 and 24 CFR part 570, Project Funding terms, conditions, provisions, certifications, affidavits, and alike, as set forth in attached EXHIBIT E, entitled "PROJECT FUNDING PACKAGE", which shall be inclusive of original solicitation package with Vendor executed documents, grant funding provisions, and addenda.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no

expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed

to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	<u>Jason Oosterbeek</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>Vice President</u>	Titles:	<u>County Manager</u> <u>Procurement Management Director</u>
Address:	<u>2401 N. Airport Road Fort Myers, FL 33907</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>239/936-2700</u>	Telephone:	<u>(239) 533-2221</u> <u>(239) 533-8881</u>
Facsimile:	<u>N/A</u>	Facsimile:	<u>(239) 485-2262</u> <u>(239) 485-8383</u>
Email:	<u>hercbids@hercrentals.com</u>	Email:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

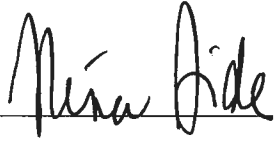
- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

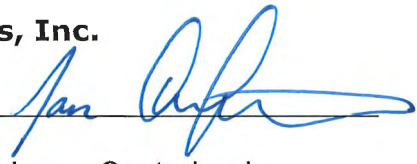
Signed By: _____



Print Name: Nina Aide

Herc Rentals, Inc.

Signed By: _____



Print Name: Jason Oosterbeek

Title: Vice President

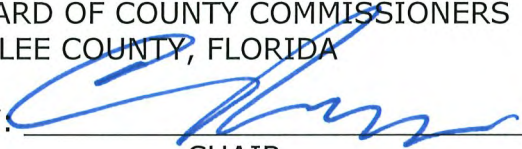
Date: April 20, 2022



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____



CHAIR

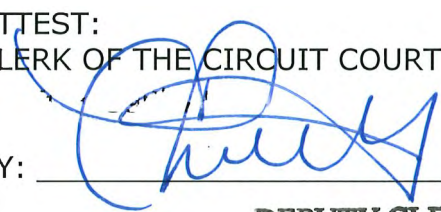
DATE: _____

5-21-22

ATTEST:

CLERK OF THE CIRCUIT COURT

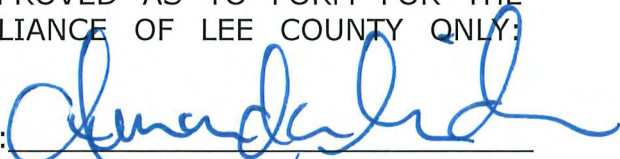
BY: _____



DEPUTY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____



OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 Lee County (County) is requesting bids for Equipment Rental, without operator, on an as-needed basis. The intent of this contract is to have available multiple sources for renting equipment with guaranteed pricing. Therefore, this contract will be awarded to multiple suppliers. The rental supplier shall own the equipment rented.
- 1.2 Pricing is requested for the most commonly rented items; however, other items may be rented under this contract on an as-needed basis.
- 1.3 Bid price shall be inclusive of all costs associated with rental of equipment with the exception of a delivery/pickup flat fees (see Delivery/Pickup paragraph below). The County shall furnish the necessary fuel and daily lubricants necessary to keep equipment in peak operating condition. The County will return equipment to supplier with a full fuel tank. No additional fees (i.e. environmental recovery or fuel surcharge) shall be allowed. Pricing is requested for the following terms:
- 1.3.1 Daily (8 hours)
 - 1.3.2 Weekly (40 hours)
 - 1.3.3 Monthly (176 hours)
- 1.4 Equipment rented over the agreed upon term shall be prorated based on the submitted term pricing with this bid.
- 1.5 The obligations of the County under this rental shall commence on the day equipment is delivered and accepted by the County departments. The term of the rental shall be specified in the body of the purchase order. Such rental term shall not exceed one (1) calendar year. The County has the right to terminate a rental under this agreement at any time if the equipment fails to perform as intended, or in the event of non-appropriation of funds.

2. SAFETY

- 2.1 All equipment rented to Lee County shall be maintained in safe operating condition at all times, free from defects or wear, which may in any way constitute a hazard to any person or property. All electrical equipment will be properly grounded.
- 2.2 As applicable, the equipment shall meet all commercial and OSHA safety standards, and include, but not limited to, the following safety features:
- 2.2.1 Protection from pinch and crush points
 - 2.2.2 Labeling of all controls
 - 2.2.3 Non-skid surface(s) for operator areas
 - 2.2.4 Protective guards over all moving parts
 - 2.2.5 Handles and guards where necessary
 - 2.2.6 Alarms
 - 2.2.7 Seatbelts
- 2.3 Warning and instruction labels shall be conspicuously placed and easily readable (i.e., not covered with dirt or grease) on all equipment where applicable.
- 2.4 Vendor shall have up-to-date, professional quality equipment.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

3. TRAINING

3.1 Vendor shall provide equipment operation training and documentation of such training to County employees on specialized equipment. This training will include as a minimum, starting, shutdown, emergency procedures, refueling procedures (if required), safety features and guards, and inspection procedures. A copy of the training contents and qualification of the trainer along with the name of the individual(s) and signature, department name, and date of training. This sign-off will be provided to the County department renting the equipment and a copy will be maintained by the Vendor.

4. RIGHT TO REFUSAL

4.1 The County reserves the right to inspect equipment prior to acceptance. Inspections may occur at the Vendor's facility, or upon delivery. The County may refuse equipment at the time of proposed rental if equipment is not in good operating condition. The County will not be responsible for any delivery or return charges, or rental fees.

5. ESTIMATED QUANTITIES

5.1 Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities, or delete items as required.

5.2 The County reserves the option to add item(s) within the scope of the bid by obtaining such items via the County's regular Procurement Procedures.

6. SERVICING OF EQUIPMENT

6.1 All servicing of equipment, during and at the end of the rental period, shall be the Vendor's responsibility at no additional cost to the County.

7. VENDOR / COUNTY RESPONSIBILITIES

7.1 Vendor shall be responsible for providing, and paying for, all preventative maintenance to keep equipment in good repair and operating condition during the term of the contract. Vendor shall provide a maintenance schedule to the County for long-term rentals so that the County may adjust work schedules as necessary.

7.2 The County shall not incur any expenses for necessary repairs, maintenance or replacements including, but not limited to, labor, material and parts having to do with normal wear and tear of the equipment rented. County agrees to use the equipment in the manner intended.

7.3 The County shall furnish the necessary fuel and daily lubricants necessary to keep equipment in peak operating condition. The County will return equipment to supplier with a full tank of fuel.

7.4 County departments at various locations throughout Lee County will use the equipment. Vendor's representative may inspect rental equipment, on location, at any reasonable time and may remove equipment from service, if required, for repair or maintenance, providing that the replacement equipment be of equal or greater quality and capability, and is available to the County at no additional charge while the original equipment is being serviced or repaired.

7.5 Vendor shall deliver all equipment in working condition. The County will inspect the equipment immediately upon delivery at the FOB location listed on each purchase order. If at any time, the rented

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

equipment becomes inoperable or appears to be non-working, the County will notify the Vendor, in writing, for repair or replacement. If another like unit is not available within 24-hours, the County reserves the right to rent replacement equipment from another source without further financial obligation on the non-working piece of equipment.

8. EQUIPMENT REPAIRS

8.1 The County shall be responsible for repairs to rented equipment only when repairs are necessary due to either obvious abuse or physical accident (where the County is found at fault).

8.2 Any charges (i.e., for repairs) in addition to the normal rental rate shall be documented and submitted to the County ordering department within five (5) working days following the return of the equipment.

9. EQUIPMENT PICK UP AND RETURN

9.1 Unless otherwise requested, the County departments shall pick up and return all rented equipment.

9.2 If delivery is needed, a flat rate deliver/pickup fee will be allowed, if necessary. Vendor shall list the flat rate fee to deliver and return pickup, per item, on the pricing sheets if a fee will be charged. If an item can be delivered with no fee, indicate with a \$0.00 in the appropriate column.

9.3 Vendor shall promptly pick up/accept any return for items incorrectly ordered or delivered in unsafe and/or damaged condition, at no cost to the County.

9.4 Delivery rate shall encompass all locations within Lee County.

10. EQUIPMENT FAILURE

10.1 Vendor agrees that, unless otherwise specified, all equipment rented to the County shall be in good, working condition. In the event rented equipment fails at the job site, it shall be the Vendors responsibility (at Vendors expense) to either perform on-site repairs or deliver to the site an equal replacement and remove the failed unit.

10.2 The length of the equipment downtime shall be deducted from the total rental charge for the unit. Downtime shall be measured in hours, and fractions thereof. For the purposes of this quote, downtime shall begin when the County notifies the Vendor of a problem with the equipment, and end when repairs are successfully completed or a replacement unit is in place at the job site.

10.3 Should the Vendor be unable to either repair or replace the failed equipment within two (2) hours after notification, the County reserves the right to cancel the order without penalty and rent the equipment elsewhere.

11. MAJOR BREAKDOWNS/NATURAL DISASTERS

11.1 The County requires that the awarded Vendor(s) provide the names of two contact personnel and phone numbers which will afford the County access 24-hours per day, 365-days per year, to provide rental equipment in the event of major breakdowns or natural disasters.

11.2 In cases of emergency or natural disasters, the County has the right to reserve equipment for a period of one (1) week from date of initial notification, at no charge to the County. The County will then decide if the equipment is needed and either cancel the equipment or proceed with the normal rental procedure.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

If equipment cannot be provided locally, the County would expect the awarded Vendor to exhaust every attempt to locate and furnish requested equipment. If Vendor is affiliated with a national company, the Vendor is expected to bring in equipment from one of the other locations to meet the needs of the County during the emergency or natural disaster.

End of Scope of Work and Specifications Section

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. CONTRACT TERM

1.1 The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an as needed basis as well as during emergency situations/events for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

1.2 Emergency events include, but are not limited to natural disasters such as hurricanes, tornadoes, windstorms, floods, and fires as well as man-made events such as civil unrest and terrorist attacks.

2. BASIS OF AWARD

2.1 Following the County's rights as described and reserved herein, multiple Vendors may be awarded contracts under this solicitation. When the County is in need of equipment, the lowest priced Vendor for the specified equipment item shall be contacted for rental purchase. The County further reserves the right to contact additional awarded Vendors when the lowest priced Vendor is unable to meet the needs of the requesting Department or as deemed in the best interest of the County or requesting Department.

2.2 Vendor shall bid Discount Rate for Non-listed Equipment as stated within the Bid Schedule. Failure to bid Discount Rate for Non-listed Equipment will deem vendor Non-Responsive and ineligible for award.

3. PRICING

3.1 This is an annual contract, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the requesting department(s) or other governmental entity.

3.2 Vendor shall provide actual price to County for the items specified on the Bid Proposal form included in this solicitation. Should Vendor be unable to quote items specified in the list, Vendor should write "N/A" or "NO- Bid" in the price column. The proposal includes daily, weekly, and monthly rates for all equipment.

3.3 County shall be eligible for any additional discounts, specials and/or promotions offered by the Vendor during the term of the contract should those discounts, specials and/or promotions offer a lower cost to the County.

3.4 All quoted rates for charges for rentals shall be by the day, week or month. The general practice of the industry shall apply basing rates on eight (8) hours use per day, 40-hours use per week, and on 176-hours of use per month. No other interpretation of time basis will be accepted.

3.5 One (1) day rentals will be returned 24-hours after pick up.

3.6 All equipment for this bid must have damage waiver/insurance purchased, included on the bid form, and signed for in a form acceptable to the County.

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER. 08-18-2021

- 3.7 No other agreements will be signed by the County or its employees for any rental under this annual bid. Only the terms and conditions of this bid and issued Purchase Order shall be binding.
- 3.8 All miscellaneous charges (i.e., Environmental Charge, Battery Disposal Fees, Delivery Fee, per mileage fee etc.) shall require prior written approval by County personnel and must be included with invoice.
- 3.9 All rates quoted shall be for equipment only, operators are not required. All equipment rented by the County shall be in good operating condition and ready to function; including a full tank of fuel. Units will be returned with a full tank of fuel. County will not be responsible for cleaning the equipment before it is returned to the Vendor.
- 3.10 Overtime rates shall be calculated as follows:
- 3.10.1. Daily Rentals: The rate for overtime shall be 1/8 of the daily rate for each hour in excess of eight (8), or weekly.
 - 3.10.2. Weekly Rentals: The rate for overtime shall be 1/40 of the weekly rate for each hour in excess of 40, or monthly.
 - 3.10.3. Monthly Rentals: The rate for overtime shall be 1/160 of the monthly rate for each hour in excess of 160 hours.
- 3.11 The quoted rates shall include all standard accessories necessary to make the equipment operable.
- 3.12 Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. This contract is for normal Equipment Rental purchases as well as Federal Emergency Management Agency (FEMA), Florida Department of Transportation (FDOT) & Federal Transit Administration (FTA) funded purchases.

4. PROJECT FUNDING NOTICE

- 4.1 As notice to all Vendors, this project may be funded in whole or in part with Federal and State Funds through the Federal Emergency Management Agency (FEMA), Florida Department of Transportation (FDOT) & Federal Transit Administration (FTA). The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships Vendor creates to support Vendor's servicing to County under this Agreement..

5. DISCOUNT RATE – NON-LISTED EQUIPMENT

- 5.1 Vendor is not required to bid on all items listed, but must provide for a discount percentage rate on non-listed equipment. Discount percentage rate shall serve to capture any product not separately listed within the Bid/Proposal Form.

6. ANNUAL PRICE ADJUSTMENTS

- 6.1 Price adjustments, if agreed to by the County, (whether an increase or decrease) will be based on the change in the Consumer Price index for the preceding 12-months as calculated and published by the United States Department of Labor.

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

7. LOCAL VENDOR PREFERENCE EXCLUSION

7.1 Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contained herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

8. MASTER CONTRACT NOTICE

8.1 This is a "Master"/"Annual" contract, which is not for any specific project. Work to be performed under this contract will be authorized, scheduled, funded, and accounted for by the issuance of County Purchase Order (PO), by the requesting department. The requesting County department reserves the right to provide additional project clarification details with the issuance of and within or attached to each PO. Such items shall be minor in nature such as providing for service completion dates, delivery locations, delivery and working hours, number of units, etc.

8.2 The Purchase Order will list any alternate funding source such as FEMA, FDOT or FTA. The Vendor shall comply with all associated funding terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and associated agreement under Supplemental Information and/or where referenced and attached as it applies to each funding type.

End of Special Conditions Section

**EXHIBIT B
FEE SCHEDULE**

HERC RENTAL, INC. FEE SCHEDULE – EQUIPMENT RENTAL - COUNTYWIDE						
<i>Equipment Description/Specifications</i>	<i>Min HP</i>	<i>Daily Rental Rate</i>	<i>Weekly Rental Rate</i>	<i>Monthly Rental Rate</i>	<i>Delivery Fee</i>	<i>Pick-up Fee</i>
Rubber Tire Skid Steer	25HP	\$190.00	\$540.00	\$1,663.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT S70 or equivalent						
Rubber Tire Skid Steer	45-75HP	\$197.00	\$494.00	\$1,275.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT S570 or equivalent						
Track Loader (Walk Behind)	-	\$238.00	\$713.00	\$1,663.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: TORO TX525 or equivalent						
Compact Track Loader	74HP	\$307.00	\$794.00	\$2,050.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT T590 or equivalent						
Compact Track Loader	78HP	\$399.00	\$1,048.00	\$2,500.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT T740 or equivalent						
Front End Crawler Loader w/ up to 4-Cubic Yard Bucket	-	\$822.00	\$2,080.00	\$6,350.00	\$275.00	\$275.00
MFG / Model # / or Equivalent quoted: VOLVO L110H or equivalent						
Mini Excavator - Minimum 2 TON	-	\$254.00	\$697.00	\$1,450.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: TAKEUCHI TB216R or equivalent						
Mini Excavator - Minimum 3.5 TON	-	\$278.00	\$756.00	\$1,625.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT E351 or equivalent						
Mini Excavator - Minimum 5-6 TON	-	\$308.00	\$861.00	\$2,025.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT E50 or equivalent						
Compact Excavator - 8-9 TON (14'-15')	-	\$450.00	\$1,150.00	\$3,010.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT E85 or equivalent						
Mini Excavator - 12000 13999 lbs DSL ROPS	-	\$385.00	\$975.00	\$2,405.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: TAKEUCHI TB260R or equivalent						
Mini Excavator - 14000 - 19000 lbs DSL CAB	-	\$450.00	\$1,150.00	\$3,010.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: BOBCAT E85 or equivalent						
Excavator - Steel Track - Minimum 14 TON	-	\$673.00	\$1,623.00	\$4,400.00	\$200.00	\$200.00
MFG / Model # / or Equivalent quoted: VOLVO EC140EL or equivalent						

**EXHIBIT B
FEE SCHEDULE**

HERC RENTAL, INC.						
FEE SCHEDULE – EQUIPMENT RENTAL - COUNTYWIDE						
<i>Equipment Description/Specifications</i>	<i>Min HP</i>	<i>Daily Rental Rate</i>	<i>Weekly Rental Rate</i>	<i>Monthly Rental Rate</i>	<i>Delivery Fee</i>	<i>Pick-up Fee</i>
Excavator - Steel Track - Minimum 25 TON	-	\$853.00	\$2,063.00	\$5,500.00	\$200.00	\$200.00
MFG / Model # / or Equivalent quoted: VOLVO EC220EL or equivalent						
Excavator - Steel Track - Minimum 35 TON	-	\$1,405.00	\$3,513.00	\$8,500.00	\$475.00	\$475.00
MFG / Model # / or Equivalent quoted: VOLVO EC350EL or equivalent						
Backhoe	-	\$298.00	\$800.00	\$1,950.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: DEERE 310LEP or equivalent						
Dozer	80HP	\$563.00	\$1,435.00	\$3,563.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: DEERE 450K or equivalent						
Dozer	99HP	\$699.00	\$1,744.00	\$4,269.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: DEERE 650K or equivalent						
Dozer	115HP	\$1,067.00	\$2,597.00	\$6,763.00	\$200.00	\$200.00
MFG / Model # / or Equivalent quoted: JOHN DEER 650K or equivalent						
Single Drum Vibratory Roller, 54" Drum Width	-	\$401.00	\$981.00	\$2,237.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: VOLVO SD45 or equivalent						
Single Drum Vibratory Roller, 66" Drum Width	-	\$482.00	\$1,206.00	\$2,646.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: VOLVO SD75B or equivalent						
Double Drum Vibratory Roller, 36"	-	\$175.00	\$495.00	\$1,180.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: WACKER RD12A-90 or equivalent						
Double Drum Vibratory Roller, 48"	-	\$252.00	\$615.00	\$1,575.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: VOLVO DD25BW or equivalent						
Stump Grinder	-	\$235.00	\$615.00	\$1,350.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: TORO STX-26 or equivalent						
Trencher (Walk Behind) - 24"	-	\$178.00	\$491.00	\$895.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: TORO TRX-20 or equivalent						
Sweeper, Minimum 8' Sweeping Surface (Mechanical)	-	\$279.00	\$664.00	\$1,515.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: LAYMOR SM300 or equivalent						

**EXHIBIT B
FEE SCHEDULE**

HERC RENTAL, INC.						
FEE SCHEDULE – EQUIPMENT RENTAL - COUNTYWIDE						
<i>Equipment Description/Specifications</i>	<i>Min HP</i>	<i>Daily Rental Rate</i>	<i>Weekly Rental Rate</i>	<i>Monthly Rental Rate</i>	<i>Delivery Fee</i>	<i>Pick-up Fee</i>
Rough Terrain Forklift (4-wheel drive), 8000 lbs lift capacity, mast height range 10' - 21'	-	\$390.00	\$1,045.00	\$2,295.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE GTH-844 or equivalent						
Shooting Boom Forklift - 5500 lbs, 19'	-	\$303.00	\$790.00	\$1,775.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE GTH-5519 or equivalent						
Shooting Boom Forklift - 10000 lbs, 55'	-	\$495.00	\$1,385.00	\$3,250.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE GTH-1056 or equivalent						
Off-Road Water Truck, 2500 gal minimum	-	\$608.00	\$1,935.00	\$4,613.00	\$200.00	\$200.00
MFG / Model # / or Equivalent quoted: FREIGHTLIN M2 - 106 or equivalent						
Towable Light Tower, 25' electric powered mast	-	\$104.00	\$247.00	\$414.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: WACKER LTN6KVS or equivalent						
Towable Air Compressor, 80-128 PSI	80HP	\$122.00	\$234.00	\$600.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: DOOSAN C185WDO-T4F or equivalent						
Portable Generator Sets, 480/208 voltage, minimum 140 gal fuel capacity	60kW	\$372.00	\$938.00	\$2,450.00	\$200.00	\$200.00
MFG / Model # / or Equivalent quoted: MULTIQUIP DCA125SSIU4F or equivalent						
Portable Generator Sets, 480/208 voltage, minimum 650 gal fuel capacity	600kW	\$2,160.00	\$5,568.00	\$16,500.00	\$600.00	\$600.00
MFG / Model # / or Equivalent quoted: CUMMINS C1000D6R or equivalent						
Boom Lift - 40'	-	\$310.00	\$655.00	\$1,600.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE S-45 or equivalent						
Boom Lift - 60'	-	\$360.00	\$810.00	\$2,039.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE S-65 or equivalent						
Articulating Boom Lift – 40'	-	\$310.00	\$655.00	\$1,600.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: JLG 450AJ or equivalent						
Articulating Boom Lift – 60'	-	\$342.00	\$788.00	\$1,980.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: JLG 600AJ or equivalent						

**EXHIBIT B
FEE SCHEDULE**

HERC RENTAL, INC.						
FEE SCHEDULE – EQUIPMENT RENTAL - COUNTYWIDE						
<i>Equipment Description/Specifications</i>	<i>Min HP</i>	<i>Daily Rental Rate</i>	<i>Weekly Rental Rate</i>	<i>Monthly Rental Rate</i>	<i>Delivery Fee</i>	<i>Pick-up Fee</i>
Articulating Boom Lift - 80'	-	\$662.00	\$1,517.00	\$3,596.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: JLG 800AJ or equivalent						
Articulating Boom Lift - 120'	-	\$1,197.00	\$3,024.00	\$6,800.00	\$200.00	\$200.00
MFG / Model # / or Equivalent quoted: JLG 1250AJP or equivalent						
Articulating Man Lift with Jib - 45'	-	\$310.00	\$655.00	\$1,600.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: JLG 450AJ or equivalent						
Articulating Man Lift with Jib - 80'	-	\$662.00	\$1,517.00	\$3,596.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: JLG 800AJ or equivalent						
Straight Man Lift with Jib - 60'	-	\$360.00	\$810.00	\$2,039.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE S-65 or equivalent						
Straight Man Lift with Jib - 80'	-	\$694.00	\$1,571.00	\$3,686.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE S-85XC or equivalent						
Straight Man Lift with Jib - 120'	-	\$1,197.00	\$3,024.00	\$6,800.00	\$200.00	\$200.00
MFG / Model # / or Equivalent quoted: JLG 1200SJP or equivalent						
Straight Man Lift with Jib - 150'	-	\$2,160.00	\$6,570.00	\$16,200.00	\$400.00	\$400.00
MFG / Model # / or Equivalent quoted: JLG 1500SJ or equivalent						
Scissor Lift - 19'	-	\$100.00	\$195.00	\$333.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE GS-1930 or equivalent						
Scissor Lift - 26'	-	\$127.00	\$245.00	\$495.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: JLG 2632ES or equivalent						
Scissor Lift - 30'-33'	-	\$149.00	\$330.00	\$675.00	\$150.00	\$150.00
MFG / Model # / or Equivalent quoted: GENIE GS-3246 or equivalent						
Pallet Jack	-	\$32.00	\$115.00	\$243.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: DAYTON 2ZE57 or equivalent						
Duct Jack/Material 24'-26'	-	\$81.00	\$325.00	\$693.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: SUMNER 2124 or equivalent						
2" Trash Pump	-	\$45.00	\$168.00	\$379.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: MULTIQUIP QP2TH or equivalent						

**EXHIBIT B
FEE SCHEDULE**

HERC RENTAL, INC. FEE SCHEDULE – EQUIPMENT RENTAL - COUNTYWIDE						
<i>Equipment Description/Specifications</i>	<i>Min HP</i>	<i>Daily Rental Rate</i>	<i>Weekly Rental Rate</i>	<i>Monthly Rental Rate</i>	<i>Delivery Fee</i>	<i>Pick-up Fee</i>
4" Trash Pump	-	\$73.00	\$275.00	\$547.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: MULTIQUIP QP4TH or equivalent						
Hammer Drill - 2" & Larger	-	\$49.00	\$173.00	\$365.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: HILTI TE70-ATC/AVR or equivalent						
Rotary Hammer Moil Point	-	\$8.00	\$23.00	\$70.00	\$25.00	\$25.00
MFG / Model # / or Equivalent quoted:						
Rotary Hammer Chisel	-	\$8.00	\$23.00	\$70.00	\$25.00	\$25.00
MFG / Model # / or Equivalent quoted:						
Dehumidifier	-	\$57.00	\$268.00	\$536.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted:						
Blower - Gasoline Powered	-	\$45.00	\$158.00	\$334.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: BILLY GOAT F1302H or equivalent						
Blower - Back-Pack	-	\$29.00	\$101.00	\$212.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: STIHL BR600 or equivalent						
Blower - Walk-Behind	-	\$45.00	\$158.00	\$334.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: BILLY GOAT F1302H or equivalent						
HEPA Vacuum	-	\$39.00	\$149.00	\$342.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: EDCO VORTEX-200 or equivalent						
Compressor - 185 CFM	-	\$122.00	\$234.00	\$600.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: DOOSAN C185WDO-T4F or equivalent						
Welder - Minimum 300AMP	-	\$75.00	\$184.00	\$500.00	\$115.00	\$115.00
MFG / Model # / or Equivalent quoted: MILLER TRAILBLAZER325D or equivalent						
Discount Rate - Non Listed Equipment		Daily	Weekly	Monthly	Delivery Fee	Pick-up Fee
		15%	15%	15%	\$150.00	\$150.00

EXHIBIT C INSURANCE REQUIREMENTS

VER 06-18-2021



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

3. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

4. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

5. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 03/19/2018 – Page 1 of 2

EXHIBIT C INSURANCE REQUIREMENTS

VFR 08-18-2021



Verification of Coverage:

- Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 03/19/2018 – Page 2 of 2

End of Insurance Guide Section

**EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: April 20, 2022



Signature

STATE OF Florida

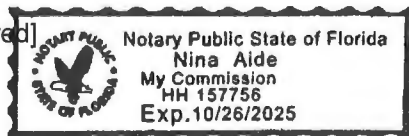
Jason Oosterbeek, Vice President

COUNTY OF Lee

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of April, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: Personally known

[Stamp/seal required]





Signature, Notary Public

Nina Aide



EXHIBIT E

PROJECT FUNDING PACKAGE

EXHIBIT E
PROJECT FUNDING PACKAGE



ORIGINAL

Herc Rentals Inc.
27500 Riverview Center Blvd
Bonita Springs, FL 34134
HercRentals.com

February 1, 2022

Lee County Procurement Management
2115 Second Street, 1th Floor
Fort Myers, FL 33901

RE: Lee County, FL - Equipment Rental Annual - B220065LLP

To Whom it May Concern,

Thank you for giving Herc Rentals the opportunity to provide information regarding the
aforementioned Bid.

Enclosed for your review are the following:

- One (1) Original Signed Bid Document
- One (1) Copy Signed Bid Document
- One (1) Flash Drive of Complete Submission Documents

If you have any questions please feel free to contact Mark C Schumaker, Branch Manager at (615)
207-8488. You may also reach out to me directly at (239) 301-1345 or nina.aide@hercrentals.com.

Sincerely,

A handwritten signature in black ink that reads "Nina Aide". The signature is written in a cursive, flowing style.

Nina Aide
Operations Analyst

EXHIBIT E
PROJECT FUNDING PACKAGE

VER 08-18-2021

Form 1 – Solicitation Response Form

V09/12/2016



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 2-4-2022 Bid Due Date: 2/8/2022

SOLICITATION IDENTIFICATION: B220065LLP

SOLICITATION NAME: Equipment Rental - Annual

COMPANY NAME: Herc Rentals Inc

NAME & TITLE: (TYPED OR PRINTED) Jason Oosterbeek, Vice President

BUSINESS ADDRESS: (PHYSICAL) 2401 N. Airport Road, Fort Myers FL 33907

CORPORATE OR MAILING ADDRESS: 27500 Riverview Center Blvd, Bonita Springs, FL 34134
 SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: hercbids@hercrentals.com

PHONE NUMBER: 239-936-2700 / 239-301-1345 FAX _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. 1 Dated: 2-2-2022 No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 1 3 6 1 7 4 1 2 7

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**
Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

EXHIBIT E PROJECT FUNDING PACKAGE

Form 1 – Solicitation Form, Page 2

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) Business Relationship NOT Applicable

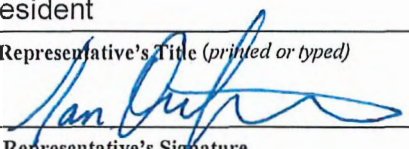
4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Yes No
Proposer? If yes, please attach a current certificate.


ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

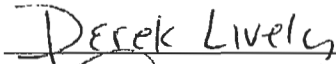

Herc Rentals Inc
Company Name (Name printed or typed)

Jason Oosterbeek
Authorized Representative Name (printed or typed)

Vice President
Authorized Representative's Title (printed or typed)


Authorized Representative's Signature


(Affix Corporate Seal, as applicable)


Witness/Attested by: (Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.
Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

EXHIBIT E
PROJECT FUNDING PACKAGE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation
HERC RENTALS INC.

Filing Information

Document Number	819124
FEI/EIN Number	13-6174127
Date Filed	11/01/1965
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/19/2016
Event Effective Date	12/31/1999

Principal Address

27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Changed: 04/20/2021

Mailing Address

27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Changed: 04/20/2021

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 07/09/1992

Address Changed: 07/09/1992

Officer/Director Detail

Name & Address

Title VP, Operations

Miller, Charles J

Bonita Springs, FL 34134

EXHIBIT E
PROJECT FUNDING PACKAGE

Title Senior Vice President and Chief Human Resources Officer

Cunningham, Christian
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Finance

Scott, Kyle
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Director

Silber, Lawrence H.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title President and Chief Executive Officer

Silber, Lawrence H.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Chairman of the Board

Henkel, Herbert
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Director

Browning, James
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Director

Campbell, Patrick
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Director

Kelly, Michael
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

**EXHIBIT E
PROJECT FUNDING PACKAGE**

Title Director

Pastor, Louis
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Director

Salomone, Mary Pat
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Senior Vice President, Specialty Solutions

Cavecchi, Carlo
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Communications

Dickard, Paul
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Investor Relations

Higashi, Elixabeth
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Pricing and Sales Strategy

Oosterbeek, Jason
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Assistant General Counsel & Assistant Secretary

Petrosino, Sharon
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Tax

Shaw, Marlin
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Treasury

Hussain, Mustally
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

EXHIBIT E
PROJECT FUNDING PACKAGE

Title VP, Chief Accounting Officer

Humphrey, Mark
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Senior Vice President and Chief Financial Officer

Irion, Mark
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Senior Vice President and Chief Information Officer

Peres, Tamir
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Director

Graziano, Nicholas
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Assistant General Counsel, Chief Compliance Officer & Assistant Secretary

Brandeis, Jennifer
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Product Support and Fleet Operations

Gavin, Matthew
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Senior Vice President and Chief Operating Officer

Birnbaum, Aaron
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, IT

Gupta, Sunil

Bonita Springs, FL 34134

**EXHIBIT E
PROJECT FUNDING PACKAGE**

Title VP, Infrastructure and Enterprise Applications

Fritz, Edward
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title VP, Talent and Organizational Development

Arell, Mark
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Assistant Secretary

Lively, Derek
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Director

Frates, Jonathan
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Title Senior Vice President, Chief Legal Officer & Secretary

Sheek, S. Wade
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Annual Reports

Report Year	Filed Date
2019	03/25/2019
2020	05/21/2020
2021	04/20/2021

Document Images

04/20/2021 -- ANNUAL REPORT	View image in PDF format
05/21/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
04/06/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
07/20/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
07/19/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
07/19/2016 -- Name Change	View image in PDF format

**EXHIBIT E
PROJECT FUNDING PACKAGE**

06/09/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/30/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/10/2016 -- ANNUAL REPORT	View image in PDF format
04/15/2015 -- ANNUAL REPORT	View image in PDF format
11/10/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/12/2014 -- ANNUAL REPORT	View image in PDF format
04/05/2013 -- ANNUAL REPORT	View image in PDF format
04/13/2012 -- ANNUAL REPORT	View image in PDF format
04/08/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
04/09/2009 -- ANNUAL REPORT	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
04/23/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format
04/21/2005 -- ANNUAL REPORT	View image in PDF format
05/04/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
05/15/2002 -- ANNUAL REPORT	View image in PDF format
04/20/2001 -- ANNUAL REPORT	View image in PDF format
05/31/2000 -- ANNUAL REPORT	View image in PDF format
12/22/1999 -- Merger	View image in PDF format
05/11/1999 -- ANNUAL REPORT	View image in PDF format
04/02/1998 -- ANNUAL REPORT	View image in PDF format
01/27/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

**EXHIBIT E
PROJECT FUNDING PACKAGE**

Form 1a – Bid/Proposal Form



Lee County
Southwest Florida

**PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM**

COMPANY NAME: HERC RENTALS INC.

SOLICITATION: B220065LLP, Equipment Rental - Annual

Please use excel document to submit information.

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

Vendor shall review the Special Conditions and Scope of Work/Specifications for additional details.

EXHIBIT E PROJECT FUNDING PACKAGE



PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM

COMPANY NAME: Herc Rentals Inc.

SOLICITATION: B22005SLP - EQUIPMENT RENTAL - ANNUAL

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

EQUIPMENT RENTAL

EARTH MOVING EQUIPMENT

Item	Description	Min HP	MFG / Model # / or Equivalent	Daily	Weekly	Monthly	Delivery Fee	Pick-up Fee
1.01	Rubber Tire Skid Steer	25	BOBCAT S70 or equivalent	\$190.00	\$540.00	\$1,663.00	\$150.00	\$150.00
1.02	Rubber Tire Skid Steer	45-75	BOBCAT S570 or equivalent	\$197.00	\$494.00	\$1,275.00	\$150.00	\$150.00
1.03	Skid Steer Attachment: Hydraulic		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.04	Skid Steer Attachment: Non-Hydraulic		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.05	Track Loader (Walk Behind)		TORO TX525 or equivalent	\$238.00	\$713.00	\$1,663.00	\$150.00	\$150.00
1.06	Compact Track Loader	41	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.07	Compact Track Loader	74	BOBCAT T590 or equivalent	\$307.00	\$794.00	\$2,050.00	\$150.00	\$150.00
1.08	Compact Track Loader	78	BOBCAT T740 or equivalent	\$399.00	\$1,048.00	\$2,500.00	\$150.00	\$150.00
1.09	Compact Loader Attachments		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.10	Front End Wheel Loader w/ up to 7-Cubic Yard Bucket		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.11	Front End Crawler Loader w/ up to 4-Cubic Yard Bucket		VOLVO L110H or equivalent	\$822.00	\$2,080.00	\$6,350.00	\$275.00	\$275.00
1.12	Mini Excavator - Minimum 2 TON		TAKEUCHI TB216R or equivalent	\$254.00	\$697.00	\$1,450.00	\$150.00	\$150.00
1.13	Mini Excavator - Minimum 3.5 TON		BOBCAT E35I or equivalent	\$278.00	\$756.00	\$1,625.00	\$150.00	\$150.00
1.14	Mini Excavator - Minimum 5-6 TON		BOBCAT E50 or equivalent	\$308.00	\$861.00	\$2,025.00	\$150.00	\$150.00
1.15	Compact Excavator - 8-9 TON (14'-15')		BOBCAT E85 or equivalent	\$450.00	\$1,150.00	\$3,010.00	\$150.00	\$150.00
1.16	Mini Excavator - 12000 13999 lbs DSL ROPS		TAKEUCHI TB260R or equivalent	\$385.00	\$975.00	\$2,405.00	\$150.00	\$150.00
1.17	Mini Excavator - 14000 - 19000 lbs DSL CAB		BOBCAT E85 or equivalent	\$450.00	\$1,150.00	\$3,010.00	\$150.00	\$150.00
1.18	Mini Excavator Attachments		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.19	Excavator - Steel Track - Minimum 14 TON		VOLVO EC140EL or equivalent	\$673.00	\$1,623.00	\$4,400.00	\$200.00	\$200.00
1.20	Excavator - Steel Track - Minimum 25 TON		VOLVO EC220EL or equivalent	\$853.00	\$2,063.00	\$5,500.00	\$200.00	\$200.00
1.21	Excavator - Steel Track - Minimum 30 TON		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.22	Excavator - Steel Track - Minimum 35 TON		VOLVO EC350EL or equivalent	\$1,405.00	\$3,513.00	\$8,500.00	\$475.00	\$475.00
1.23	Excavator Attachments		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.24	Backhoe		DEERE 310LEP or equivalent	\$298.00	\$800.00	\$1,950.00	\$150.00	\$150.00
1.25	Backhoe Attachments		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.26	Dozer	80	DEERE 450K or equivalent	\$563.00	\$1,435.00	\$3,563.00	\$150.00	\$150.00
1.27	Dozer	99	DEERE 650K or equivalent	\$699.00	\$1,744.00	\$4,269.00	\$150.00	\$150.00
1.28	Dozer	115	JOHN DEERE 650K or equivalent	\$1,067.00	\$2,597.00	\$6,763.00	\$200.00	\$200.00
1.29	Single Drum Vibratory Roller, 54" Drum Width		VOLVO SD45 or equivalent	\$401.00	\$981.00	\$2,237.00	\$150.00	\$150.00
1.30	Single Drum Vibratory Roller, 66" Drum Width		VOLVO SD75B or equivalent	\$482.00	\$1,206.00	\$2,646.00	\$150.00	\$150.00
1.31	Double Drum Vibratory Roller, 36"		WACKER RD12A-90 or equivalent	\$175.00	\$495.00	\$1,180.00	\$150.00	\$150.00
1.32	Double Drum Vibratory Roller, 48"		VOLVO DD25BW or equivalent	\$252.00	\$615.00	\$1,575.00	\$150.00	\$150.00
1.33	Brush Chipper, 15' Maximum Branch Diameter		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.34	Stump Grinder		TORO STX-26 or equivalent	\$235.00	\$615.00	\$1,350.00	\$115.00	\$115.00
1.35	Mowing Tractor		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.36	Boom Mower, 22' - 25' boom with Rotary Mower Head		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.37	Hydro Seeder (towable)		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.38	Trencher (Walk Behind) - 24"		TORO TRX-20 or equivalent	\$178.00	\$491.00	\$895.00	\$115.00	\$115.00
1.39	Paver, 8' - 16' Screed Track Propelled		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.40	Broom Tractor		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.41	Grader Nubunyn 10' Blade		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.42	Grader Minimum 14' Blade		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.43	Sweeper, Minimum 8' Sweeping Surface (Mechanical)		LAYMOR SM300 or equivalent	\$279.00	\$664.00	\$1,515.00	\$115.00	\$115.00
1.44	9 Wheel Traffic Roller - 5,000 lbs Operating Weight		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.45	9 Wheel Traffic Roller - 13,100 lbs Operating Weight (empty)		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.46	Road Widener, widens up to 10'		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.47	Road Widener, widens up to 14'		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.48	Rough Terrain Forklift (4-wheel drive), 8000 lbs lift capacity, mast height range 10' - 21'		GENIE GTH-844 or equivalent	\$390.00	\$1,045.00	\$2,295.00	\$150.00	\$150.00
1.49	Shooting Boom Forklift - 5500 lbs, 19'		GENIE GTH-5519 or equivalent	\$303.00	\$790.00	\$1,775.00	\$150.00	\$150.00
1.50	Shooting Boom Forklift - 10000 lbs, 55'		GENIE GTH-1056 or equivalent	\$495.00	\$1,365.00	\$3,250.00	\$150.00	\$150.00
1.51	Soil Mixer/Reclaimer, maximum 96" cut width/18" cut depth		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.52	Crane - 20 TON		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.53	Crane - 40 TON		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
SUBTOTAL: EARTH MOVING EQUIPMENT				\$13,026.00	\$33,320.00	\$82,689.00	\$4,845.00	\$4,845.00

EXHIBIT E PROJECT FUNDING PACKAGE

VEHICLES & TRAILERS									
Item	Description	Min HP	MFG / Model # / or Equivalent	Daily	Weekly	Monthly	Delivery Fee	Pick-up Fee	
2.01	On-Road Water Truck w/ Cannon Sprayer, 2000 gal minimum - Equipped w/ arrow board, 4-corner strobe lights		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.02	On-Road Water Truck with cannon sprayer, 4000 gal minimum - Equipped with Arrow Board, 4 Corner Strobe Lights		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.03	Off-Road Water Truck, 2500 gal minimum		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.04	Dump Truck – up to 17 Yard Capacity		FREIGHTLIN M2-106 or equivalent	\$608.00	\$1,935.00	\$4,613.00	\$200.00	\$200.00	
2.05	Dump Truck – up to 28 Yard Capacity		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.06	Bucket Truck, 60' working height		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
2.07	Street Sweeper (Vacuum)		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
SUBTOTAL: VEHICLES & TRAILERS				\$608.00	\$1,935.00	\$4,613.00	\$200.00	\$200.00	

MISCELLANEOUS EQUIPMENT

Item	Description	Min HP	MFG / Model # / or Equivalent	Daily	Weekly	Monthly	Delivery Fee	Pick-up Fee	
3.01	Towable Light Tower, 25' electric powered mast		WACKER LTN6KVS or equivalent	\$104.00	\$247.00	\$414.00	\$115.00	\$115.00	
3.02	Towable Air Compressor, 80-128 PSI	80	DOOSAN C185WDO-T4F or equivalent	\$122.00	\$234.00	\$600.00	\$115.00	\$115.00	
3.03	Portable Generator Sets, 480/208 voltage, minimum 140 gal fuel capacity	60 KW	MULTIQUIP DCA12SSIU4F or equivalent	\$372.00	\$938.00	\$2,450.00	\$200.00	\$200.00	
3.04	Portable Generator Sets, 480/208 voltage, minimum 650 gal fuel capacity	600 KW	CUMMINS C1000D6R or equivalent	\$2,160.00	\$5,568.00	\$16,500.00	\$600.00	\$600.00	
3.05	Boom Lift - 40'		GENIE S-45 or equivalent	\$310.00	\$655.00	\$1,600.00	\$150.00	\$150.00	
3.06	Boom Lift - 60'		GENIE S-65 or equivalent	\$360.00	\$810.00	\$2,039.00	\$150.00	\$150.00	
3.07	Articulating Boom Lift – 40'		JLG 450AJ or equivalent	\$310.00	\$655.00	\$1,600.00	\$150.00	\$150.00	
3.08	Articulating Boom Lift – 60'		JLG 600AJ or equivalent	\$342.00	\$788.00	\$1,980.00	\$150.00	\$150.00	
3.09	Articulating Boom Lift - 80'		JLG 800AJ or equivalent	\$662.00	\$1,517.00	\$3,596.00	\$150.00	\$150.00	
3.10	Articulating Boom Lift - 120'		JLG 1250AJ or equivalent	\$1,197.00	\$3,024.00	\$6,800.00	\$200.00	\$200.00	
3.11	Articulating Man Lift with Jib - 45'		JLG 450AJ or equivalent	\$310.00	\$655.00	\$1,600.00	\$150.00	\$150.00	
3.12	Articulating Man Lift with Jib - 80'		JLG 800AJ or equivalent	\$662.00	\$1,517.00	\$3,596.00	\$150.00	\$150.00	
3.13	Straight Man Lift with Jib - 60'		GENIE S-65 or equivalent	\$360.00	\$810.00	\$2,039.00	\$150.00	\$150.00	
3.14	Straight Man Lift with Jib - 80'		GENIE S-85XC or equivalent	\$694.00	\$1,571.00	\$3,686.00	\$150.00	\$150.00	
3.15	Straight Man Lift with Jib - 120'		JLG 1200SJ or equivalent	\$1,197.00	\$3,024.00	\$6,800.00	\$200.00	\$200.00	
3.16	Straight Man Lift with Jib - 150'		JLG 1500SJ or equivalent	\$2,160.00	\$6,570.00	\$16,200.00	\$400.00	\$400.00	
3.17	Telescoping Boom Lifts		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.18	Forklift Lull		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.19	Scissor Lift - 19'		GENIE GS-1930 or equivalent	\$100.00	\$195.00	\$333.00	\$150.00	\$150.00	
3.20	Scissor Lift - 26'		JLG 2632ES or equivalent	\$127.00	\$245.00	\$495.00	\$150.00	\$150.00	
3.21	Scissor Lift - 30'-33'		GENIE GS-3246 or equivalent	\$149.00	\$330.00	\$675.00	\$150.00	\$150.00	
3.22	Power Snake		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.23	Pallet Jack		DAYTON ZZE57 or equivalent	\$32.00	\$115.00	\$243.00	\$115.00	\$115.00	
3.24	Duct Jack/Material 24'-26'		SUMNER 2124 or equivalent	\$81.00	\$325.00	\$693.00	\$115.00	\$115.00	
3.25	Load Bank		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.26	Eco Blaster		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.27	2" Trash Pump		MULTIQUIP QP2TH or equivalent	\$45.00	\$168.00	\$379.00	\$115.00	\$115.00	
3.28	4" Trash Pump		MULTIQUIP QP4TH or equivalent	\$73.00	\$275.00	\$547.00	\$115.00	\$115.00	
3.29	6" Trash Pump		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.30	Hammer Drill - 2" & Larger		HILTI TE70-ATC/AVR or equivalent	\$49.00	\$173.00	\$365.00	\$115.00	\$115.00	
3.31	Rotary Hammer Moll Point		No Bid	\$8.00	\$23.00	\$70.00	\$25.00	\$25.00	
3.32	Rotary Hammer Chisel		No Bid	\$8.00	\$23.00	\$70.00	\$25.00	\$25.00	
3.33	Dehumidifier		No Bid	\$57.00	\$268.00	\$536.00	\$115.00	\$115.00	
3.34	AFD (Air Filtration Device)		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.35	NAM (Negative Air Machine)		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.36	Riding Carpet Cleaner		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.37	Truck Mounted Carpet Extractor/Cleaner		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.38	Truck Mounted Desiccant Dehumidification		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
3.39	Blower - Gasoline Powered		BILLY GOAT F1302H or equivalent	\$45.00	\$158.00	\$334.00	\$115.00	\$115.00	
3.40	Blower - Back-Pack		STIHL BR600 or equivalent	\$29.00	\$101.00	\$212.00	\$115.00	\$115.00	
3.41	Blower - Walk-Behind		BILLY GOAT F1302H or equivalent	\$45.00	\$158.00	\$334.00	\$115.00	\$115.00	
3.42	HEPA Vacuum		EDCO VORTEX-200 or equivalent	\$39.00	\$149.00	\$342.00	\$115.00	\$115.00	
3.43	Compressor - 185 CFM		DOOSAN C185WDO-T4F or equivalent	\$122.00	\$234.00	\$600.00	\$115.00	\$115.00	
3.44	Welder - Minimum 300AMP		MILLER TRAILBLAZER325D or equivalent	\$75.00	\$184.00	\$500.00	\$115.00	\$115.00	
3.45	Water Quality Instrument/Multiparameter Sonde		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
SUBTOTAL: MISCELLANEOUS EQUIPMENT				\$12,408.00	\$31,707.00	\$79,228.00	\$5,060.00	\$5,060.00	

DISCOUNT RATE - NON-LISTED EQUIPMENT -- MUST BE BID --

Description	Daily	Weekly	Monthly	Delivery Fee	Pick-up Fee
Percent Off Equipment Not-Listed on Bid Form	15%	15%	15%	\$150.00	\$150.00
SUBTOTAL: DISCOUNT RATE	15%	15%	15%	\$150.00	\$150.00

BID SUMMARY

PROJECT TOTAL	\$26,040.00	\$66,962.00	\$165,530.00	\$10,105.00	\$10,105.00
----------------------	--------------------	--------------------	---------------------	--------------------	--------------------

PROJECT TOTAL: two hundred seventy eight thousand, seven hundred and forty two dollars.

(Use Words to Write Total)

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B220065LLP SOLICITATION NAME: Equipment Rental - Annual

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

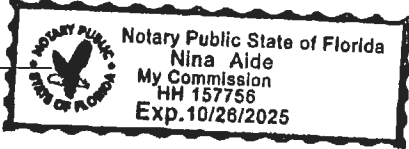
Company Name: Herc Rentals Inc
Jason Oosterbeek Vice President 2-4-2022
Signature Title Date

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 4th day of February 2022, by Jason Oosterbeek who has produced (Print or Type Name)

Personally known as identification.
(Type of Identification and Number)

Nina Aide
Notary Public Signature



Nina Aide
Printed Name of Notary Public

10-26-2025
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

EXHIBIT E PROJECT FUNDING PACKAGE

Form 3- Reference Survey

*Lee County Procurement Management
Reference Survey*

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: B220065LLP – Equipment Rental - Annual

Section 1 Reference Respondent Information	<b style="color: red;">Please return completed form to:
FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____	Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ Bidder/Proposer E-Mail: _____

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	_____
Summarize Scope:	_____		

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	_____
2. Were any problems encountered with the company's work performance?	_____
3. Were any change orders or contract amendments issued, other than owner initiated?	_____
4. Was the job completed on time?	_____
5. Was the job completed within budget?	_____
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	_____
7. If the opportunity were to present itself, would you rehire this company?	_____
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

EXHIBIT E PROJECT FUNDING PACKAGE

VER 08-18-2021

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 09/12/2016



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: Herc Rentals Inc

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
None							

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 5 - Affidavit Principal Place of Business



Lee County
Southwest Florida

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Herc Rentals Inc

Jason Oosterbeek
Printed name of authorized signer

Vice President
Title

⇒ [Signature]
Authorized Signature

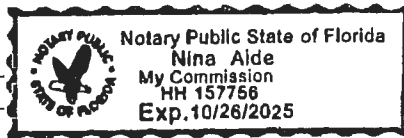
2-4-2022
Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 4th day of February 20 22 by Jason Oosterbeek who has produced
(Print or Type Name)

Personally known as identification.
(Type of Identification and Number)

Notary: Florida
State of
County of Lee



⇒ [Signature]
Notary Public Signature

Notary Commission Number and expiration

- 1. Principal place of business is located within the boundaries of: X Lee County
 Collier County
 Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: 27500 Riverview Center Blvd, Bonita Springs, FL 34134

3. Number of years at this location 55 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years X Yes* No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract 10 Please see attached

6. Does your company have a Drug Free Workplace Policy Yes No

EXHIBIT E
PROJECT FUNDING PACKAGE



Lee County
Southwest Florida

Kevin Ruane
District One

July 19, 2021

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Jason Oosterbeck
Herc Rentals, Inc.
27500 Riverview Center Blvd
Bonita Springs, FL 34134

SUBJECT: Renewal of Annual Contract No. B170516RJD
Equipment Rental

Dear Mr. Oosterbeck:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 6/28/21 through 6/27/22.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

EXHIBIT E
PROJECT FUNDING PACKAGE



Kevin Ruane
District One

December 29, 2020

239-533-8871

Cecil L. Pendergrass
District Two

Mr. Jason Oosterbeck
Herc Rentals, Inc.
27500 Riverview Center Blvd,
Bonita Springs, FL 34134

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Subject: Renewal of Annual Contract B170516RJD
Equipment Rental

Richard Wesch
County Attorney

Dear Mr. Oosterbeck:

Donna Marie Collins
County Hearing Examiner

The above-referenced annual contract will expire on June 27, 2021, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (6/28/21 – 6/27/22). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by January 13, 2021, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

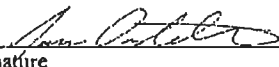
 X a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

 b. I am not interested in extending this contract for an additional one-year period. Why? _____

Vendor:

Lee County:



Signature



Signature of Authorized Official

Jason Oosterbeck, Vice President

Title

Procurement Management Director

Title

1-21-2021

Date

7/19/21

Date

EXHIBIT E
PROJECT FUNDING PACKAGE



John E. Manning
District One

June 17, 2020

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Mr. Jason Oosterbeek
Herc Rentals, Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

SUBJECT: Renewal of Annual Contract No. B170516RJD
Equipment Rental

Dear Mr. Oosterbeek:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 6/28/20 through 6/27/21.

We are hereby extending the annual contract for an additional one year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



EXHIBIT E
PROJECT FUNDING PACKAGE

John E. Manning
District One

May 14, 2020

239-533-8871

Cecil L. Pendergrass
District Two

Jason Oosterbeek
Herc Rentals, Inc.
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Subject: Renewal of Annual Contract B170516RJD
Equipment Rental

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

Dear Mr. Oosterbeek:

The above-referenced annual contract will expire on 6/27/2020, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period 6/28/20 - 6/27/21. Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by May 29, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

X a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

b. I am not interested in extending this contract for an additional one-year period. Why?

Vendor:

Lee County:

Signature

Mary G. Tucker
Signature of Authorized Official

Vice President
Title

Procurement Management Director
Title

5-13-2020
Date

06/16/2020
Date

EXHIBIT E PROJECT FUNDING PACKAGE

VER 08-18-2021

Form 6-Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
None					

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

EXHIBIT E PROJECT FUNDING PACKAGE

Form 7 - Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County, Florida
(Print name of the public entity)
by Jason Oosterbeek, Vice President
(Print individual's name and title)
for Herc Rentals Inc
(Print name of entity submitting sworn statement)
whose business address is 27500 Riverview Center Blvd, Bonita Springs, FL 34134
(If applicable) its Federal Employer Identification Number (FEIN) is 1 3 6 1 7 4 1 2 7
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

EXHIBIT E PROJECT FUNDING PACKAGE

Form 7 - Public Entity Crime Form, Page 2

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jason Oosterbeek
(Signature)

2-4-2022

(Date)

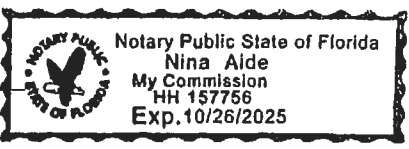
STATE OF Florida

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 4 day of February 2022, by Jason Oosterbeek who has produced
(Print or Type Name)

Personally known _____ as identification.
(Type of Identification and Number)

Nina Aide
Notary Public Signature



Nina Aide
Printed Name of Notary Public

10-26-2025
Notary Commission Number/Expiration

**EXHIBIT E
PROJECT FUNDING PACKAGE**

Form 8 - Lobbying* (over \$100,000)

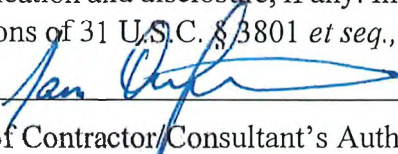
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Consultant, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



 Signature of Contractor/Consultant's Authorized Official

Jason Oosterbeek, Vice President

Name & Title of Contractor/Consultant's Authorized Official

2-4-20022

 Date

EXHIBIT E PROJECT FUNDING PACKAGE

Form 8 - Lobbying* (over \$100,000), Page 2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/open application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initialing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: _____		7. * Federal Program Name/Description: _____ <small>CFDA Number, if applicable:</small> _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the federal government when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: _____ * Name: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		<small>Authorized for Local Reproduction Standard Form - 111 (Rev. 7-81)</small>

**EXHIBIT E
PROJECT FUNDING PACKAGE**

Form 9 - Debarment and Suspension* (over \$25,000)


**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, Herc Rentals Inc of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

Herc Rentals Inc.

By: 

Signature

Name and Title
Jason Oosterbeek, Vice President

Street Address
27500 Riverview Center Blvd

City, State, Zip
Bonita Springs, FL 34134

Date
2-4-2022

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the HERC RENTALS EMPLOYEE SERVICES, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. HERC RENTALS EMPLOYEE SERVICES, LLC (Employer) hereby designates and appoints Jonas Ben (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



EXHIBIT E
PROJECT FUNDING PACKAGE



Company ID Number:GG7047

Client Company ID Number:1759271

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SuccessFactors, Inc.	
Name (Please Type or Print)	Title
Jonas Ben	
Signature	Date
Electronically Signed	November 17, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



**EXHIBIT E
PROJECT FUNDING PACKAGE**



Company ID Number:667047

Client Company ID Number:1759271

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	HERC RENTALS EMPLOYEE SERVICES, LLC
Company Facility Address	27500 Riverview Center Blvd Bonita Springs, FL 34134
Company Alternate Address	27500 Riverview Center Blvd Bonita Springs, FL 34134
County or Parish	Lee
Employer Identification Number	85-4159556
North American Industry Classification Systems Code	Rental And Leasing Services (532)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	300

Company ID Number:667047

Client Company ID Number:1759271

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Nevada	2
Missouri	6
North Carolina	16
Georgia	18
New York	10
Oregon	4
California	44
Florida	19
Oklahoma	12
New Jersey	9
Illinois	6
Texas	46
Connecticut	2
Louisiana	10
Tennessee	5
New Hampshire	2
Michigan	4
Indiana	4
Alabama	6
Arizona	5
South Carolina	5
Maine	1
Massachusetts	4
North Dakota	2
Hawaii	6
Pennsylvania	6
Ohio	4
Colorado	3
New Mexico	3
Arkansas	2
Kentucky	1
Mississippi	3
Nebraska	1
Kansas	1
Maryland	3
Washington	13
Virginia	7
Utah	2
West Virginia	2
Wisconsin	1



**EXHIBIT E
PROJECT FUNDING PACKAGE**



Company ID Number:667047

Client Company ID Number:1759271

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Holly Yoders
Phone Number	(239) 301-1022
Fax Number	
Email Address	holly.yoders@hercrentals.com