



To: City of Mesa, Arizona
Attn: Purchasing

From: United Rentals (North America), Inc.

Re: RFP # 2015074
Trench Shoring Safety Equipment Rental Services

Bid Due Date: December 2, 2014 3:00 p.m.

Contact Information: +

Darren M. Hendrix
United Rentals
Branch Manager
1139 North 27th Avenue
Phoenix AZ 85009

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Fax (602) 352-6605

dhendrix@ur.com

United Rentals is the largest equipment rental company in the world. The company has an integrated network of 882 rental locations in 49 states and 10 Canadian provinces. The company's approximately 12,500 employees serve construction and industrial customers, utilities, municipalities, homeowners and others. The company offers approximately 3,300 classes of equipment for rent with a total original cost of \$8.61 billion. United Rentals is a member of the Standard & Poor's 500 Index, the Barron's 400 Index and the Russell 3000 Index[®] and is headquartered in Stamford, Conn. Additional information about United Rentals is available at unitedrentals.com.

United Rentals (North America), Inc. appreciates the opportunity to submit a bid for the above solicitation for a three-year term service contract to furnish the rental of trench shoring safety equipment, supplies and services to the Water Resources and Energy Resources Departments on an as-needed basis, and United Rentals is committed to performing the work under the terms of its bid if awarded. This bid is subject to the exceptions attached hereto. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Darren M. Hendrix
United Rentals
Branch Manager



Table of Contents



Table of Contents

City of Mesa; Bid# 2015074; due 12.2.14 1500hrs MT

Tab	Section	Item	Page Nos.
		Letter of Transmittal	
		Table of Contents	
1. Qualifications Proposal	1.1	Qualifications	
	1.2	References	
	1.3	Personnel Resumes	
2. Technical Proposal	2.0	Technical Proposal: Methodologies	
3. Pricing Proposal	3.1	Pricing and Compensation Forms	
	3.2	Listing of Additional Charges	
	3.3	Secondary Pricing	
4. Other Forms	4.1	Exceptions	
	4.2	Responsibility Questionnaire	
	4.3	Vendor Information Form	
	4.4	Offer and Acceptance Form	
	4.5	Sample of Billing	
	4.6	W-9	
	4.7.	Appendix A	



1. Qualifications Proposal

1.1 Qualifications



About United Rentals

Profile

United Rentals (NYSE:URI) was founded in 1997 and quickly became the world's largest equipment rental provider. Today, our company continues to build on its industry leadership with a best-in-class range of resources and the largest customer service network of its kind in North America.

United Rentals deploys almost \$8 billion of fleet (original equipment cost) through more than 870 branches, a centralized reservation service and online capabilities. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs.

Customers

United Rentals' customer base is a diverse mix of construction and industrial companies, utilities, municipalities, government agencies and others. Most of our customers align with three categories: approximately 52% are non-construction, such as industrial; 44% are non-residential construction; and 4% are residential.

To serve this base, we employ customer service professionals who have firsthand knowledge of equipment capabilities and site challenges. Their expertise, together with our company's commitment to safety, are compelling competitive advantages.

United Rentals, Inc. Corporate Headquarters:

100 First Stamford Place, Suite 700
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UnitedRentals.com

Contact Information:

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See reverse side



Company Snapshot

**President and
Chief Executive Officer:**
Michael J. Kneeland

**Executive Vice President and
Chief Financial Officer:**
William B. Plummer

**Executive Vice President and
Chief Operating Officer:**
Matthew J. Flannery

2013 full year results:
\$4.96 billion in total annual revenue, including \$4.2 billion in equipment rental revenue, from two reporting segments: General Rentals and Specialty Rentals.

\$7.99 billion OEC of rental fleet that includes 3,100 categories of construction and industrial equipment, as well as specialty equipment for trench safety systems, pumps, power generation and climate control.

A customer service network of more than 870 locations in 49 states and 10 Canadian provinces, including a presence in more than 300 metropolitan markets in North America.

A team of approximately 12,200 industry experts with knowledge about equipment applications for virtually all project types.

Safety leadership in risk management and loss prevention, offering customer training, certifications and site evaluations.

Unparalleled technology and specialty offerings such as Total Control®, URdata®, Tool Management and On-site Shop Services.

Sustainable growth and diversity practices that are the foundation of corporate responsibility.

Business Operations

United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals:

General Rentals offers construction, industrial and homeowner equipment for rent, and related services.

Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, climate control, fluid transfer, disaster recovery, onsite tool management and related services.

To serve specific sectors of our customer base, United Rentals has a comprehensive National Accounts program, industrial specialists and government sales specialists. Additional customer services are provided by the company's centralized, toll-free call centers, emergency response teams, and individuals dedicated to larger accounts, such as managed services consultants and single points of contact.

Beyond Equipment

The United Rentals safety culture takes a no-compromise approach to loss prevention and safe behavior. Examples of safety initiatives include the company's Injury and Illness Prevention Program, branch safety meetings, extensive employee training programs, operator certification for customers and employees, OSHA-mandated training, and driver safety programs.

Total Control® is United Rentals' proprietary, web-based rental management software, designed to help large customers reduce equipment consumption, control costs and drive efficiencies.

URdata® offers online account management capabilities through an Internet portal, with more than a dozen customer-specific reports to support bidding, budgeting and decision-making.

Tool Management is a service for capital projects, maintenance shutdowns and turnarounds, whereby an on-site mobile tool room is established to facilitate workflow and enhance accountability.

On-site Shop Services are offered for major capital projects through a centralized, on-site maintenance and repair facility.

Sustainability is a major, ongoing focus of United Rentals as part of our commitment to Corporate Responsibility. Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard the environment, while helping our customers reduce their own carbon footprints.



United Rentals Equipment Rental Services



 **United Rentals®**

Strength in Numbers

You're building the future. We're here to help.™ Our customer-driven people provide best-in-class specialty solutions, safety training and 24/7 support for even the most demanding industrial, commercial and construction jobs.

What does this mean for you?

Quicker response times –
delivery, pickup, maintenance
= less down time

Scalable for your future growth

Allows for choice of
a primary vendor

THE WORLD'S LARGEST FLEET OF PROBLEM SOLVERS

United Rentals is the premier equipment rental company in North America delivering unmatched service and value for our customers. Best ... People, Equipment and Solutions in the industry, delivered via the Largest Branch Network in North America.

A CULTURE OF SAFETY

Our safety culture takes a no-compromise approach to loss prevention and safe behavior. Safety initiatives include the company's Injury and Illness Prevention Program, branch safety meetings, extensive employee training programs, operator certification for customers and employees, OSHA-mandated training, and driver safety programs.

11,000+ INDUSTRY EXPERTS

Dedicated employees with proven commercial and industrial expertise share a relentless focus on driving your success.

\$7.3 BILLION FLEET

From aerial to earth-moving, and everything in between, the most versatile fleet in the industry is ready to work when you are. Our One Stop Solutions can meet your specialized needs.

830+ BRANCH LOCATIONS

With a footprint nearly three times the size of any other provider, you can enjoy the ultimate in convenience, service anywhere in North America, and scalability for your future growth.

BEYOND EQUIPMENT

Total Control®, our proprietary fleet management system, lowers rental consumption so customers can rent less and do more. Paired with Smart GPS units, you can view equipment location and utilization throughout one jobsite or many.

URData® provides you with unlimited access to your account details and important rental information. With this exclusive tool, you can request to take equipment off rent, calculate job costs and even track your fleet by project.

One Stop Solutions

Trench Safety & Shoring experts provide a customized, cost-effective solution for your specific excavation needs with in-house engineering specialists.

Power & HVAC solutions for temporary power or strictly climate control, you can rely on our experts to proactively assess and prepare customized solutions.

Tool Management solutions boost productivity and maximize wrench time by ensuring you have access to the right tools for the job, minimizing your costs of investment and tool loss.

Total Control® is a registered trademark of United Rentals (North America), Inc.

URData® is a registered trademark of United Rentals (North America), Inc.



The information contained herein is confidential and proprietary to United Rentals (North America), Inc. Duplication, distribution and/or sharing of this information outside of United Rentals (North America), Inc. is strictly prohibited. This information is for the purposes of discussion only and is not enforceable unless incorporated into a contract executed and delivered by Customer and United Rentals. This offer is valid for a period of 90 days.

UNITED RENTALS
Equipment Rental Services

Safety and Risk Management

As safety leaders in the industry, we hold ourselves to high standards and will continue to push ourselves toward our goal of zero TRIR. Additionally, we are here to support you in your safety goals and can provide both OSHA and IVES safety training to your team.

Safety in Numbers

11,597

Number of Employees

27,085,540

Hours Worked

0

Continuing to strive
toward zero

1.25

2013 TRIR



United Rentals is an industry leader in safety. However, this does not mean we sit back on our laurels. Our focus is always safety first!

A CULTURE OF RISK MANAGEMENT

United Rentals is committed to a culture of loss prevention that embodies safe behaviors, hazard awareness, and a safe and healthy work environment for our employees and customers:

- Our comprehensive Injury and Illness Prevention Program (IIPP) and risk assessment tool gives us a systematic approach to workplace safety assessment; it also assists our managers and supervisors in improving productivity and service.
- Our branches hold frequent safety meetings, and we have extensive employee training programs that address every aspect of operations. Employees receive on average 30 hours of safety training annually.
- The United Rentals “near miss” program identifies potentially unsafe behaviors and conditions by increasing employee awareness. Employees are asked to analyze each near miss and determine what corrective actions can be taken to help avoid repetition.

- United Rentals offers operator training and certification for many different types of equipment, OSHA 10-Hour Construction courses, and AHA First Aid/CPR Certification. Specialized training is also available for confined space entry and competent person training. All certification and training services provided by United Rentals are done in accordance with OSHA/ OH&S regulations.
- Driver safety is a critical component of our loss prevention program. Our drivers are trained to operate United Rentals’ vehicles on the roads and on customer jobsites with the strictest adherence to safe practices.

2013 RESULTS

As the equipment rental leader in North America, United Rentals has set the bar high for creating a safe work environment and setting an example in our industry. We know that safety can be a deciding factor when our customers select an equipment provider. We continue to drive toward our ultimate target of zero. **Our OSHA TRIR of 1.25 is an industry best.**

Industry Experts

Our industry partners can count on United Rentals to understand their business objectives. Industry leading initiatives like on-site locations and mobile tool rooms provide improved logistics at projects in remote and high-security locations. Our extensive planning tools and industry-specific products create a valuable resource for both planned and unscheduled outages. United Rentals' 24/7/365 service plays a key role in the development of emergency response plans to meet your needs.

DYNAMIC FLEET & LOCATION

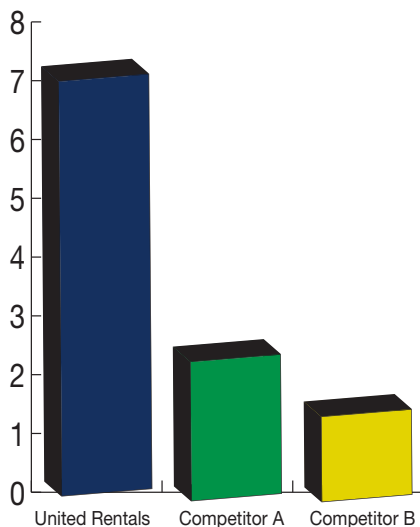
You can be confident that a United Rentals branch is nearby with 830+ locations in 48 states and 10 Canadian provinces.

A dynamic fleet sharing program allows for rapid equipment deployment to meet your needs, even during peak demand. United Rentals understands the unique

rental equipment requirements of our customers. For this reason United Rentals guarantees access to the Right Equipment...at the Right Place...at the Right Time! With the rental industry's most modern fleet of industrial equipment and tools, you can count on superior equipment capable of maximizing the performance of your team.

In addition, United Rentals boasts the world's largest fleet of equipment available when and where you need it. Should the nearest branch not have the equipment needed, United Rentals has several additional branches nearby allowing for flexibility in transferring of fleet to meet your needs.

FLEET SIZE (IN BILLIONS)



United Rentals' has a very large and diverse fleet available to you. The bar graph to the left shows our size of fleet in comparison to our competitors as of mid-2012.



Our extensive branch network allows us to always be near you!

Industry Experts

STRATEGIC ACCOUNT PROGRAM

Given our North American footprint and resources, United Rentals is uniquely positioned to meet your equipment and service needs. Our Strategic Account Team closely coordinates its efforts with the local sales force in each area. The key people servicing your account will be as follows:

Strategic Account Manager (SAM):

Our SAMs have decades of experience. They partner with our customers to, among other things, help determine the necessary levels of support required, direct our rental locations on customer-specific rental requirements, transportation and repairs, and attend planning and other meetings to ensure the equipment and field personnel meet or exceed the customers' requirements.

Branch Managers: United Rentals' branch managers oversee operations at each of our local branches, such as bookings, dispatches and

requests for on-site assistance. They can collaborate with other branches in our network, and with our centralized customer service facilities, to ensure fleet availability for you. They are also able to train our local personnel so that we service your account in a way that supports your existing and future operations.

Maintenance/Service Technicians:

United Rentals' technicians are factory-trained and participate in periodic preventive maintenance refresher courses and manufacturer training. They inspect and service each piece of rental equipment to ensure its safety and operating condition before returning it to the rental-ready fleet.

Regional Safety Directors: United Rentals employs certified safety professionals to ensure our strict safety standards are met. Regional Safety Directors are responsible for establishing safety-related programs and policies. They support our local safety officers in facilitating

compliance, and can address any specific questions you may have.

24/7/365 Centralized Support:

The United Rentals CSC provides 24/7/365 multi-lingual support, taking toll-free customer calls and providing backup to our branches during peak times and after-hours. From January through June 2012, the CSC team handled 245,000 inbound calls, more than 20% of which came from National Accounts.

Emergency Response Services:

United Rentals has stress-tested its procedures and put significant resources in place to respond to emergencies of almost any scale. Our state-of-the-art CSC operates around-the-clock with a multi-lingual staff. They have the ability to coordinate the logistics for rental equipment, contractor supplies and critical information in real time. For example, we dispatch and track equipment in motion between our branches, regional warehouses, suppliers, and customers. In addition, our emergency preparedness specialists can work with you to develop site-specific emergency response plans related to equipment rental needs.



In addition to your Strategic Account Manager, you have the support of the entire United Rentals team.

COMPANY BACKGROUND

United Rentals (NYSE: URI) was founded in 1997 and quickly became the world's largest equipment rental provider. Today, our company continues to build on its industry leadership with a best-in-class range of resources and the largest customer service network of its kind in North America. In 2012, our total annual revenue was \$4.66 billion up from \$4.13 billion in 2011.

Rent Less. Do More.

What if you could save up to 10% to 25% on your rental spend? Total Control is United Rentals' proprietary, web-based rental management software, designed to help our largest customers reduce equipment consumption, control costs and drive efficiencies.

Delivering Success

"... To our knowledge, no other rental company has a program like Total Control® available for their customers. It has been a success for us."

*Lyle Goering, Const. Equip.
Manager
ICM, Inc.*

Our Total Control system can provide you real-time, 24/7/365 visibility into fleet activities, owned or rented, leading to more cost-effective management of time and resources. It is a no-risk, secure, easy-to-use management tool available to our highest-volume customers at no additional cost.

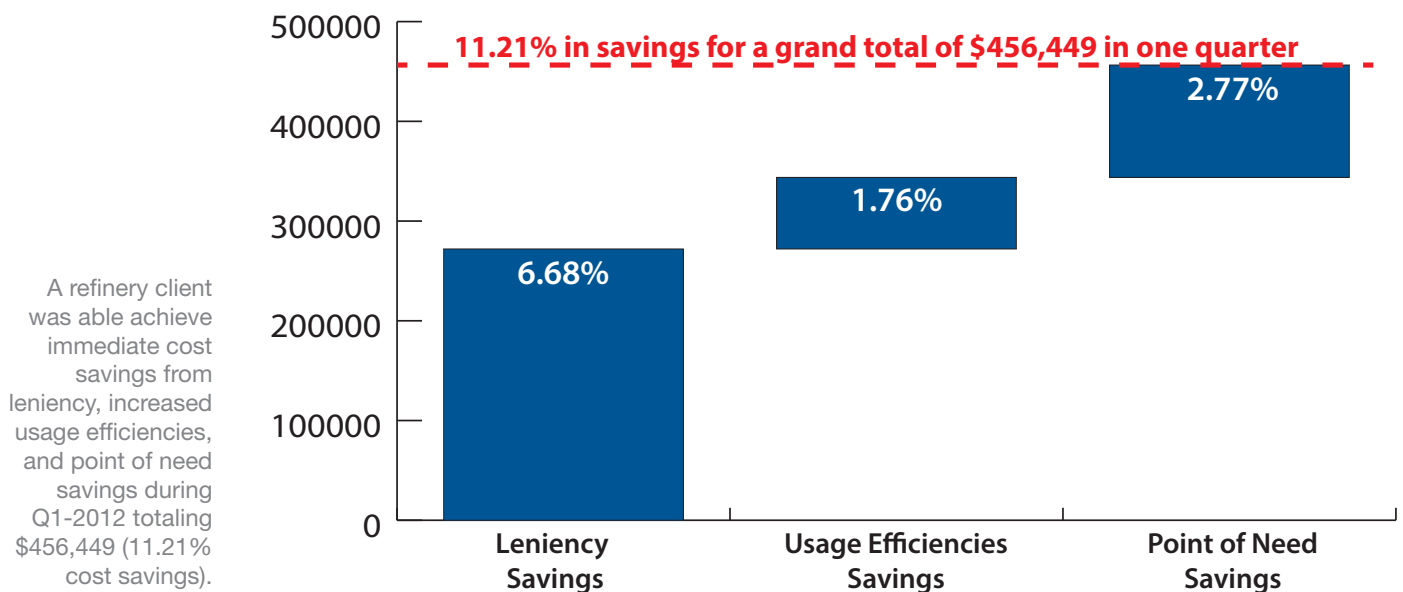
REDUCING TOTAL COST OF RENTAL OPERATION (TCRO)

Through our experience with large customers, we know there are three components to consider when analyzing rental spend: 1) rental

rates; 2) the ability to optimize total rental consumption; and 3) the hard costs that derive from service level differences between equipment rental providers.

Our Total Control system's approach is unique in that it focuses on driving reductions in equipment rental consumption and related costs. Based upon our experience, companies that properly utilize our Total Control system and spend more than \$500,000 a year on rental equipment can experience savings of between 10% and 25%.

REFINERY CLIENT EXAMPLE QUARTERLY COST SAVINGS OVERVIEW



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UNITED RENTALS
Equipment Rental Services

Rent Less. Do More.

Delivering Total Control

"Total Control's dashboard has given us the ability to see a snapshot of our equipment on any jobsite at any time. Other outstanding features include email notifications and reporting functions that aid us in our monthly justifications. Total Control is working so well for us that we have adopted the solution into our daily business."

Mining Executive Client



Using GPS tracking, Total Control® can locate equipment, monitor its utilization, and notify when equipment is leaving a geo-fence location.

KEY PERFORMANCE INDICATORS (KPI)

You can also use our Total Control system to monitor United Rentals' performance using quarterly reports of KPIs. Based upon KPI reviews, United Rentals and our customers can create mutual action plans to identify areas for improvement, document progress, and generally drive more benefits for your company.

THIRD-PARTY MANAGEMENT AND INVOICING

Managing third-party equipment presents challenges that are outside typical rental transactions. Most rental vendors have a mainframe system designed to manage their own fleet. Managing third-party transactions on a typical rental vendor's mainframe system would require manual intervention throughout the rental process.

Total Control's management software was designed specifically to handle multiple vendor transactions, saving you time and money! With Total Control's management software, at any time during a third-party transaction, you can view the bid tab, the vendor selection, requisition pending delivery, vendor asset number during rental period, pick-up request and off-rent date upon requisition completion.

GPS CAPABILITIES

Our Total Control system customers can also benefit from our proprietary GPS tracking and reporting capabilities, which are directly integrated into the Total Control management software. Because our GPS offering is integrated directly into our Total Control system, customers receive important benefits not available through "off-the-shelf" GPS offerings. This exciting United Rentals-exclusive option allows customers to:

- Acquire immediate location
- Demonstrate usage
- Receive notification of low utilization—reduce unnecessary waste/idle equipment
- Geo-fence notification of units leaving a specified location

UR Control

You can't manage what you can't see. You will have comprehensive online account management capabilities through our proprietary UR Control portal. It is available 24/7/365 at no additional cost to your company, allowing you to track your equipment rentals, manage your cash flow, and support your business decisions with more than a dozen online reports.

UR Control also allows you to schedule emailed reports so that key personnel automatically receive important account information.

UR Control reports are specifically designed to help our customers manage their equipment needs now and for future bids. For example:

- “Equipment On Rent Report” shows contract numbers, activity dates, job locations, rates and billed amounts for all units your company currently has on rent. This report can be run by equipment type, job number or purchase order number.

- “Open Rental Contracts Report” shows all current rental activity by contract number, with estimated return dates, billing dates and other information. It's an easy way to track multiple jobs at the same time.

Additional functionality our customers receive through UR Control includes:

- Customized dashboards
- Obtain rental history reports
- Extend rentals online and request a pick-up
- View overdue and upcoming return dates

- Change/correct PO numbers
- Access invoice and payment history
- View pdfs of contracts and invoices
- Download summary and detail billing data
- Customized, flexible reporting

UR Control reports can be exported to an Excel spreadsheet, cvs, and received via email. A full range of reports will be made available upon request.

Account	Cat Class	Equipment Description	Rental Days	Number of Rentals	Currency	Invoiced Amount
XXXXXX	000-0000		12	1	USD	\$ XXXXX.XX
XXXXXX	100-2140	COMPRESSOR 13-14.9 CFM GAS	256	1	USD	\$ XXXXX.XX
XXXXXX	100-2200	COMPRESSOR 15-20 CFM GAS	16	1	USD	\$ XXXXX.XX
XXXXXX	100-3180	COMPRESSOR 175-195 CFM	1642	111	USD	\$ XXXXX.XX
XXXXXX	100-3050	COMPRESSOR 350-395 CFM DIESEL	14	1	USD	\$ XXXXX.XX
XXXXXX	110-0047	LINE OILER AIR 3/4" QUART	8	1	USD	\$ XXXXX.XX
XXXXXX	110-1100	GUN CHIPPING AIR 15#	68	6	USD	\$ XXXXX.XX
XXXXXX	110-1330	ATTACHMENT AIR FLUX NEEDLE SCALER				
XXXXXX	110-1510	BRAID NAILER AIR 5/8" -1 5/8"				
XXXXXX	110-1550	BREAKER PAVEMENT AIR 30#				
XXXXXX	110-1567	BREAKER PAVEMENT AIR 60#				
XXXXXX	110-1570	BREAKER PAVEMENT AIR 90#				
XXXXXX	110-1580	BREAKER PAVEMENT AIR 90#				
XXXXXX	110-1591	CHISEL 3" SDS MAX HAMMER DRILL				
XXXXXX	110-1670	ROCK DRILL AIR 30-39#				

In addition to equipment rental oversight, UR Control can provide ACRONYM with up to the moment cash flow management tools and reporting.

Action	Type	Acct #	Ordered By	Trans #	Job Name	Qty	Cat Class	Equipment Description	Equip #
Action	Reservation	XXXXXX	BRENT BLANDFORD	116805118	JOB NUMBER	1	100-2200	COMPRESSOR 15-20 CFM GAS	1002200
Action	Rental	XXXXXX	JOE DAINS	116795018	JOB NUMBER	1	180-5016	BUGGY 15-19 CUBIC FEET POWERED	10104048
Action	Rental	XXXXXX	JOE DAINS	116795018	JOB NUMBER	1	180-5016	BUGGY 15-19 CUBIC FEET POWERED	10176452
Action	Rental	XXXXXX	RONNIE GRANT	116788759	JOB NUMBER	1	233-1025	FORKLIFT VARIABLE REACH 5000# 16-20"	10156533
Action	Rental	XXXXXX	BRENT BLANDFORD	116815270	JOB NUMBER	1	320-4000	LIGHT TOWER, TOWABLE SM (LITE)	1174274
Action	Rental	XXXXXX	BRENT BLANDFORD	116815270	JOB NUMBER	1	320-4000	LIGHT TOWER, TOWABLE SM (LITE)	10025041
Action	Rental	XXXXXX	DENIS BLACK	116796260	JOB NUMBER	1	110-2215	AIR HOSE ADAPTOR	1102215
Action	Rental	XXXXXX	DENIS BLACK	116796260	JOB NUMBER	2	110-2400	AIR HOSE 3/4" X 50'	1102400

Trench Safety & Shoring Expertise

United Rentals' Trench Safety is the underground equipment specialist in North America, with the largest fleet of trench safety systems and equipment. We operate as your safety partner. We offer training, support, pre-planning, emergency response and on-site expertise through our trench safety branch network in the United States and Canada.

Technology Breakthroughs

"We partner with United Rentals because they are the experts in the field of trench safety. Whenever there's a problem on a construction site or a mock mobilization, we call them. They'll come out to consult on a project or issue, develop a system, or refer us to an engineer if necessary."

Associated General Contractors of America (AGC) in the white paper "Optimal Trench Protection"



Technological breakthroughs, such as Mega Brace, are well suited to site challenges and can satisfy safety and operational needs.

Important new technologies have expanded the options for excavation support systems. Our equipment experts and in-house engineering services can specify the best configuration for each project from our fleet range:

Trench Shoring – Mega Brace systems, sheeting beam and plates, aluminum hydraulic shores and waler systems, and custom configurations.

Slide Rail Systems – modular, dig-and-push shoring systems, ideal to protect adjacent structures or when vibration presents an issue.

Trench Shielding (Trench Boxes) – aluminum panel shields, modular panel shields, steel trench shields, steel manhole shields and arch spreaders.

Road Plates – an extensive inventory of steel and skid-resistant crossing plates.

Surveying Equipment – the industry's largest inventory of pipe lasers, levels, transits, rotating lasers and grade lasers.

Bedding Containers – available to handle up to 12 cubic yards of gravel or washed rock.

Confined Space Equipment – rescue systems, ventilating blowers, harnesses and gas detectors.

Pipe Testing Equipment – hydrostatic and vacuum test pumps, smoke testers, steel deflection gauges, leak locators, multi-size domeheads, Cherne Test-Ball® plugs and Cherne Rupture Discs™.

United Rentals Inc. makes fair use of the Trademarks owned by their respective companies and makes no claims to such ownership of such Trademarks.

IN-HOUSE ENGINEERING SUPPORT

United Rentals has experienced Registered Professional Engineers who will work with you to design your trench safety plans.

TRAINING AND COMPLIANCE

United Rentals is the industry's leading safety advocate and the largest provider of related training in North America. We have designated experts who can bring you up-to-speed on the latest OSHA standards and regulations.

Annually, we train over 20,000 contractors in OSHA excavation standards through classroom and online training. Your workers can take advantage of training for safety and fall protection, site-specific regulatory compliance, excavation safety training for competent persons, confined space entry training, and operator equipment certifications.

Trench Safety & Shoring Expertise

TRENCH SAFETY OPTIONS (HIGH LEVEL)

Sloping/Benching involves slanting the ground back from an excavation, and does not entail installing devices. It can provide sufficient protection for workers from a cave-in under certain circumstances.

Shielding is more cost-effective than sloping and protects workers better. However, shielding does not safeguard nearby structure & works best in relatively shallow excavations because of the difficulty and cost of lowering the devices into trenches.

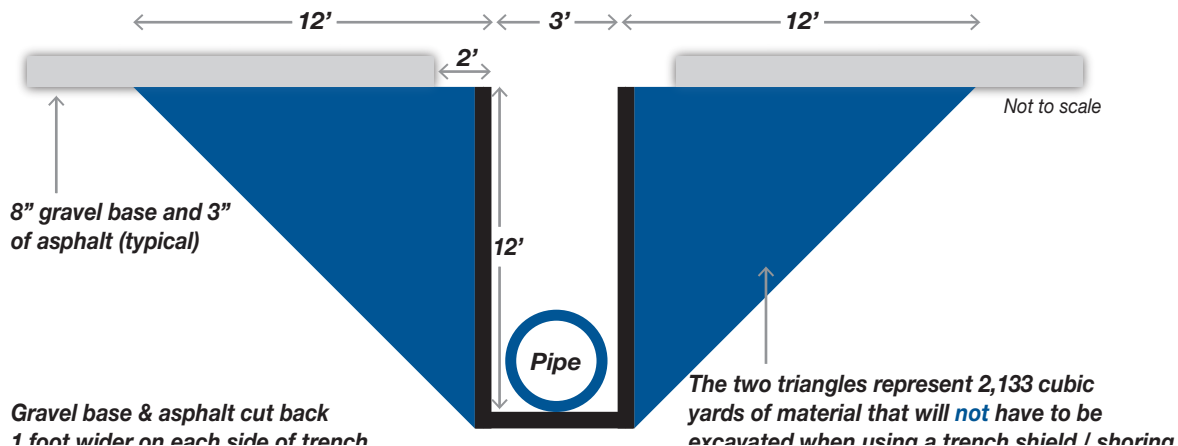
Shoring offers greater protection than shielding, by means of plating held firmly in place with expandable braces.

TYPICAL TRENCH NEEDED FOR A SEWER / WATER LINE – 400 LF

	SLOPING				SHIELDING			
	QTY	UNITS	COST/UNIT	\$ TOTAL	QTY	UNITS	COST/UNIT	\$ TOTAL
Saw-Cut Asphalt	800	LF	3	2,400	800	LF	3	2,400
Remove Asphalt & Gravel Base	1,288	Sq. Yd	4.5	5,796	222	Sq. Yd	4.5	999
Excavate Soil & Haul	2,666	Cu. Yd	5	13,330	533	Cu. Yd	5	2,665
Backfill with Sand	2,666	Cu. Yd	8	21,328	533	Cu. Yd	8	4,264
Replace Gravel Base	1,288	Sq. Yd	10	12,880	222	Sq. Yd	10	2,220
Replace Asphalt	1,288	Sq. Yd	12	15,456	222	Sq. Yd	12	2,664
Trench Shield Rental								750+
TOTAL				\$71,190				\$15,962

**ESTIMATED SAVINGS OF
~\$55K, BESIDES ADDITIONAL
PROTECTION FOR WORKERS**

Shoring Rentals although relatively expensive to shielding, are still far more cost effective vis-a-vis Sloping.



Power & HVAC Solutions

United Rentals' Power & HVAC specialty business unit is national in scope and has the expertise to recommend the system, or combination of systems, best suited for your project. Our Power & HVAC fleet includes the latest technologies for power generation and distribution, temperature control, dehumidification, air filtration, load banks and electrical testing.



ENGINEERED SOLUTIONS

We offer complete rental solutions engineered to include industrial-grade, high-voltage cabling and distribution equipment, with the resources to transport, install and maintain these configurations anywhere you operate in North America.

TURNKEY SITE SERVICES

Our technical staff is accustomed to providing turnkey services for the full duration of a project. All considerations are covered, from power distribution, hoses, pumps and fittings, to duct work and fuel needs. We can base staff on-site if necessary to monitor equipment, perform scheduled maintenance and even refuel equipment.

INDUSTRIAL SERVICES

Our Power & HVAC team provides transportation, specially designed equipment, technical expertise and 24-hour support for your temporary system needs. This includes planned needs to minimize downtime, as well as emergency response in the event of an electrical outage or HVAC system failure.

EMERGENCY RESPONSE

United Rentals has over 2,000 delivery vehicles in North America, and a deep bench strength of equipment for mobility at a moment's notice. We are a first responder to equipment needs for

natural disasters, fire reclamation, flood restoration, power failures, and climate control system failures.

CONTINGENCY PLANNING

Many of our large customers engage in emergency preparedness planning with our Power & HVAC specialists. We can review your operations and work with you to devise an action plan in response to various scenarios. This includes planning for standby power generator, fuel resources, storm planning, high-volume production cooling, backup and supplemental process water cooling, unseasonal temperature adjustments, and supplemental warehouse heating.

In addition, United Rentals Power & HVAC can also coordinate with our national branch network to provide:

- Special event services that require television satellite uplinks, portable generators, specialty power distribution, mobile air conditioning or heating units, temporary chillers and on-site technical support.
- On-site fuel services for diesel power assets and fuel-fired heaters that require large sources of bulk fuel. Our extensive fleet of portable, UL-rated, environmentally friendly, double-wall fuel tanks range from 100 to 2,300 gallons, and can save you money in bulk purchases.



Our Power and HVAC Specialist will work with you to select the right system for your project.

Tool Management Solutions

For larger projects, you can benefit from United Rentals' manned or unmanned portable tool rooms that can be placed at your facilities during maintenance projects, turnarounds, shutdowns and capital projects.

Partnering With Tools

10%

Increase in productivity
among the labor force

25%

Estimated savings available
through accountability

32%

Average cost savings of
renting vs. tool ownership



Our Mobile Tool Room™ provides you with immediate site access to numerous tools to get the job done.

These tool rooms are custom stocked as per the request of the facility with the tools, small equipment, and consumable goods that the project requires. The consolidation and management of these tools results in significant savings opportunities. Some of the benefits to you include:

ENSURE SAFETY

United Rentals' trained tool technicians inspect and test all tools at the point of check-out/check-in to ensure tool safety.

PRODUCTIVITY

Productivity increases when the workforce doesn't have to wait for tool repairs or replacements or waste time with tools that are unreliable.

ACCOUNTABILITY

United Rentals delivers accountability of the tool room inventory through a centralized control point, barcode technology, and daily tool management reports.

UTILIZATION

Better utilization of the tools that are on the jobsite may result in reduction in tool cost and lower tool losses.

COST OF OWNERSHIP

On-site Mobile Tool Rooms reduce costs associated with tool procurement, repairs, and

duplication while increasing productivity and overall tool safety.

RESPONSE TIME

United Rentals' strategically-located tool hubs can provide immediate support to any facility.

AVAILABILITY

United Rentals' vast catalog and availability of tools can provide you with access to the right tools at the right time for your capital project. This increased selection allows a project to supply the correct number of tools to ensure efficient, reliable production.

WELL-DEFINED IMPLEMENTATION

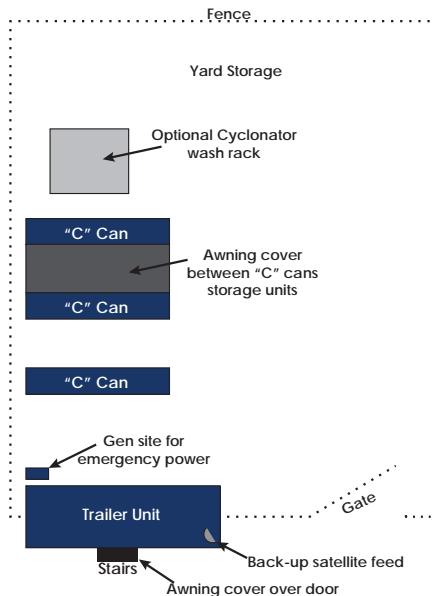
Mobile tool rooms are essentially strategic solutions to meet complex needs:

- We use a collaborative process to configure each tool room for your project's requirements, including contingency supplies.
- Once a strategic location is chosen for the tool room, a customized tool list is built and a determination is made about the best process for your particular site.
- Data is loaded into the system, users are enabled, and barcodes are issued.
- At that point, tools can be checked out.

On-Site Locations and Services

One major advantage of establishing a facility at the point of utilization is that we can respond quickly to evolving equipment needs. Jobsites are dynamic environments, leading to unanticipated equipment demands on short notice.

Typical On-Site



With over 70 on-site facilities, United Rentals has more on-site experience than anyone in the North American rental industry.

ON-SITE CAPABILITIES

With the experience of 70+ on-site facilities, United Rentals can create a manned or unmanned rental yard at your site with a core rental fleet that is customized specifically for you.

A manned location would typically include an operations supervisor and service personnel as required, with the ability to increase headcount and fleet for specific projects.

United Rentals' on-site facilities are capable of integrating into the framework of any work environment to provide a number of immediate benefits:

Managing the Rental Process

Our on-site staff will participate in the planning process and through the use of our Total Control system, we will help manage your rental process and reduce consumption.

Cost Reduction

A United Rentals on-site facility is a direct and transparent way to control ancillary maintenance costs. It eliminates subcontractor mark-ups, delivery charges, fuel charges, documentation and repetitive invoice processing costs. In addition, because you have better visibility into equipment status, it also can reduce redundant rentals and increase equipment utilization.

Safety & Traffic Reduction

By consolidating rentals through one on-site provider, industrial facilities experience less gate and internal traffic from inexperienced personnel. United Rentals can coordinate third-party gate passes to expedite the delivery of equipment and reduce the number of trucks with access to the facility. We take an active role in the safety efforts of our customers, and we can create a comprehensive safety module to ensure an increased level of awareness for all employees.

Equipment Performance

United Rentals' on-site facilities can ultimately increase the efficiency of a facility through readily available equipment and prompt, effective service. We can work with you to establish frequent site surveys to prevent maintenance and safety issues while equipment is on location.

CENTRALIZED EQUIPMENT MAINTENANCE FACILITY

For major capital projects, we recommend establishing a centralized maintenance and repair shop facility that can be utilized by United Rentals and other contractors during the course of construction. Once the capital work has been completed and the site becomes fully operational, ongoing mobile equipment requirements can continue to be serviced/repaired on-site by either customer personnel or contract service providers.

Service and Quality Assurance

Service and Quality are of paramount importance. Without either of these, the vast number of resources are just numbers. Because we understand this, we track our customer service and preventive maintenance and hold ourselves accountable at a high standard to make sure you're receiving the service you need.

CUSTOMER SERVICE PHILOSOPHY

United Rentals has in place programs which we use to ensure continuous improvement. These include, but are not limited to, our "Operation United" program. Operation United is a massive, company-wide program designed to earn and retain customer loyalty in any economic environment. Among other things, one of the goals of Operation United is for each of our customers to experience an exceptional level of service and consistency of service across our footprint.

Customer satisfaction is vital to our business. From the products we offer to the friendliness of our staff, we work hard to make sure we are meeting our customers' every need. We conducted approximately 38,000 surveys with our customers in 2011 to gather feedback about specific rental transactions. Over the course of the year, our score on these surveys trended upward.

Customer Focus Branch Operations Scorecard

To gain and maintain customer loyalty, United Rentals understands you must constantly measure and manage operations that build

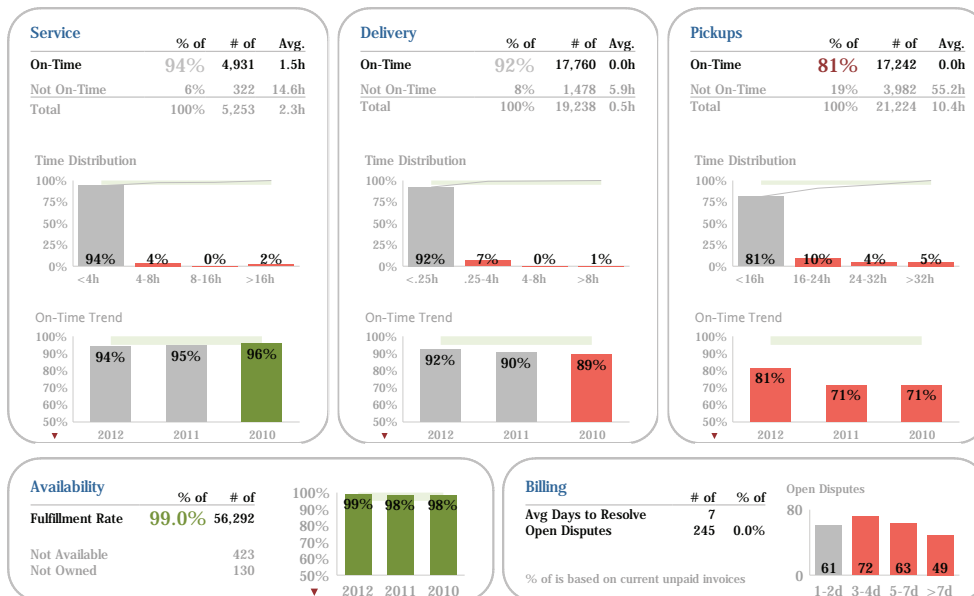
customer loyalty by meeting our commitments. Timely, accurate, and complete data helps us determine where we have opportunities for improving processes and customer service as defined by our customers. The CFBO Scorecard is designed to be downloaded as a tool that provides valuable data pertaining to each metric. This reporting, combined with system usage reporting allows us to see which branches have implemented strategies and are gaining proficiency in using the systems.

Below we have included a scorecard example, detailing the key measurement areas.

Customer Focused Branch Operations Scorecard for 2012

12/31/12

Currency: United States Dollar; Conversion: Current
Region: Northwest Region; District: NW-Oregon District; Metro: ALL; Lawson: All; Branch: ALL;
Customer Account Type: All; Customer Name: All



[Click here for definitions](#)

Report ID: MP020; Data Refreshed on Jan 17, 2013 11:59:59 PM. Property of United Rentals, Inc. Strictly Confidential

The Customer Focused Branch Operations scorecard on the left helps us track the level of service we are providing to you.

Service and Quality Assurance



Our detailed preventive maintenance program provides you with equipment you can depend on.

MAINTENANCE AND REPAIR

United Rentals strives to reduce rental equipment breakdowns through a rigorous quality assurance program. We utilize electronically-tracked inspections, service and compliance actions. While we assume all the costs associated with our own fleet, we can also provide these services to our customers at mutually-agreed upon rates.

Our quality assurance process also incorporates numerous check points throughout the rental cycle. This begins with a rental-ready inspection performed by a qualified employee prior to rental, followed by a condition report completed

by the driver and the customer at the point of delivery. For metered equipment, we track usage through a combination of data readings, inquiries and physical checks. Each unit is tracked in our system according to the maintenance requirements for its category and class, based on hours, miles and days.

Finally, when equipment is picked-up or returned, a condition report is signed by the customer and indicates any damage or change in condition. The unit is then flagged in the system as requiring a ready inspection to ensure that it is in good operating condition. If

maintenance or repairs are needed, they are performed before the unit is made available for rent. All of these processes are tracked and measured at the corporate, region, district, branch and equipment level. Equipment productivity is never left to chance.

GPS MANAGED DELIVERIES

Every United Rentals haul truck is equipped with satellite communication and GPS technology. This allows our dispatchers to monitor driver efficiencies and transit times. United Rentals' current national on-time delivery rate is approximately 90%.

The information contained herein is confidential and proprietary to United Rentals (North America), Inc. Duplication, distribution and/or sharing of this information outside of United Rentals (North America), Inc. is strictly prohibited. This information is for the purposes of discussion only and is not enforceable unless incorporated into a contract executed and delivered by Customer and United Rentals. This offer is valid for a period of 90 days.

UNITED RENTALS
Equipment Rental Services

Sustainability

United Rentals has implemented company-wide Sustainable Growth initiatives as part of our commitment to corporate responsibility. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard the environment, while helping our customers achieve their own corporate responsibility goals.

The Right Thing

“We follow a simple but powerful rule: do the right thing - for our stakeholders, for the planet, for the future.”

Michael Kneeland, President and Chief Executive Officer



We have replaced 260 solvent-based parts washers to date, eliminating 60,610 pounds of solvent from our waste stream.

Here are just a few of the many actions we've already taken:

FACILITIES

- Conduct energy audits and utilize facility energy reporting to identify areas for efficiency improvement
- Removed over 40 underground storage tank systems from our facilities (only six remain) and replaced them with alternative fuel storage systems to eliminate potential groundwater and soil contamination
- Solvent-based parts washers have been replaced with aqueous washers at each branch
- Alternative wash bay water recycling systems are currently under evaluation to possibly eliminate the use of chemicals and reduce soaps

LOGISTICS

- Train our employees and customers to address clean construction, LEED, engine emissions and other sustainability issues
- Driver training programs focus on speed management, route planning and efficient shifting techniques, as well as safe practices
- Conduct ongoing carbon footprint calculations to better understand the impact of our fleet, facilities and operations
- Use providers for waste stream management, including the safe disposal and recycling of oil, filters, coolant, batteries, and solvents
- Partner with a national spill response provider to mitigate potentially harmful spills

- Partner with a national vendor for the environmentally responsible disposal or recycling of obsolete electronic equipment
- Use a national service provider to recycle/re-refine our used oil to reduce greenhouse gas emissions.

FLEET

- Strive to maintain optimal fuel and emission efficiencies through preventive maintenance, rental-ready inspections and comprehensive performance tracking, including detailed emissions documentation
- Implemented rigorous idling and speed control policies that meet or exceed federal and state regulations
- Issued guidelines for the use of biodiesel fuel in our equipment
- Field Automation Strategy & Tracking (FAST) technology limits the amount of time our delivery vehicles are on the road and substantially reduces fuel consumption
- Engaged in an aerial equipment refurbishment program in partnership with multiple suppliers, to reduce waste and the need for raw materials
- Tire initiatives encourage the adoption of solid tires and retreads through approved suppliers, as one way to reduce landfill waste
- Tire pressure monitors have been installed on all new trailers to improve fuel efficiency

For additional information see our Sustainable Growth brochure at www.ur.com/sustainable-growth.

Diversity

We believe that companies that actively embrace diversity and consistently demonstrate their commitment to the many communities they serve, establish a sustainable competitive advantage in the marketplace.

SUPPLIER DIVERSITY

United Rentals has a nationally-recognized supplier diversity program that develops partnership opportunities for suppliers in the following categories: minority-owned, woman-owned, veteran-owned, service-disabled veteran-owned, small business, small disadvantaged business, 8(a) and HUBZone enterprises. Our Strategic Sourcing group actively looks for certified, diverse suppliers to participate in the process.

Our company is a corporate member of the National Minority Supplier Development Council (NMSDC); the Women's Business Enterprise National Council (WBENC); and the National Center for American Indian Enterprise Development (NCAIED), where we sit on the Resource Advisory Council. In addition, United Rentals is a corporate member of the National Veteran-Owned Business Association (NaVOBA), and its Corporate Advisory Council.



Our supplier diversity program helps to increase and develop MBE/WBE/SBE partnerships.

In 2009, and again in 2010, United Rentals was recognized in "Best of the Best" listings by *Black EOE Journal*, *Hispanic Network* and *Professional Woman* magazines as having a superior supplier diversity program for African-American, Hispanic and woman-owned businesses.

Jamie Crump, our Director of Indirect Strategic Sourcing And Supplier Diversity, has provided commentary to national publications on the topic of diversity, and speaks at related events. In 2009, Ms. Crump was named one of 25 Champions of Diversity by Diversity Plus magazine.

In 2011, United Rentals spent more than \$153 million with diversity suppliers.

Examples of our diversity suppliers include:

- Technology Concepts Group International, a minority woman-owned business in New Jersey that provides the financing for leased office and IT equipment
- Omega Travel, a Virginia-based, woman-owned company that provides travel management
- Desai Communication, a Hispanic-owned, woman-owned business in Connecticut that provides marketing services
- A Anthony Corp., a minority-owned business in New York that provides real estate and facilities management services

- Dejana Truck and Utility Co., a New York-based, minority and veteran-owned business that provides upfit services to our equipment fleet.

SUPPORT OF VETERANS

In addition to United Rentals' commitment to supplier diversity, our company maintains an equal commitment to diversity in our recruiting and hiring practices. This includes a company-wide focus on supporting military veterans.

United Rentals makes a concerted effort to recruit veterans, as they exemplify many of the qualities valued within our company's culture: leadership, teamwork, discipline, diversity and a strong work ethic.

We have received national recognitions for our support of veterans:

- We were selected by CivilianJobs.com as one of the nation's Most Valuable Employers (MVE) for Military®. The MVE designation is awarded annually to U.S. employers whose recruiting, training and retention plans best support military service members and veterans.
- We were named by *GI Jobs* magazine as one of the nation's Top 100 Military-Friendly Employers for the second consecutive year, placing United Rentals in the top two percent of all employers nationwide.

The Best People, Equipment and Solutions in the Industry.

United Rentals provides the world's largest fleet of rental equipment to industrial operations and commercial contractors, as well as public and private works. We offer our customers 830+ locations throughout North America and true 24/7 support, including on-site maintenance day or night, to keep their rental equipment and plants/jobsites up and running.

Specialty Equipment and Services: Trench Safety, Power & HVAC, and Tool Solutions.

Trench Safety engineers deliver underground construction and excavation safety equipment and training. Power & HVAC experts provides temporary power, climate control, disaster recovery and related services. And our range of Tool Solutions ensure you have the tools you need, when and where you need them, from a single tool to a customized mobile tool room.

Solutions & Technology: Total Control® and URdata®.

Beyond equipment, we offer advanced solutions that streamline the rental process to help improve productivity and lower costs. Our innovative web-based fleet management system, Total Control, helps reduce equipment consumption, control costs and drive efficiencies. URdata offers online account management through an Internet portal, with more than a dozen customer-specific reports to support bidding, budgeting and decision-making.



UnitedRentals.com
800.UR.RENTS



1. Qualifications Proposal

1.2 References



1. Qualifications Proposal

1.3 Personnel & Resumes



2. Technical Proposal

2.0 Technical Proposal: Methodologies



3. Pricing Proposal

3.1 Pricing and Compensation Forms

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Trench Shoring Safety Equipment Rental Services** to the City of Mesa at the price(s) stated on the **Pricing and Compensation Excel spreadsheet – Exhibit B. Contractor must respond to the Pricing & Compensation document in excel format. Refer to attached document.**

OFFERORS MUST respond to the Pricing & Compensation document in an Excel format.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the proposal prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): Net 30 days

Prompt Payment Discount of ----- % if invoices are paid within ----- days of receipt.

Does Respondent agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

X Yes No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? X Yes No

Discount for Procurement Card Purchases? %

Respondent complies with S.9 "Compliance With Applicable Law"? X Yes No

ADDENDA

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1

Addenda #2

Vendor Name United Rentals (North America), Inc.

Date: November, 2014



3. Pricing Proposal

3.2 Listing of Additional Charges



3. Pricing Proposal

3.3 Secondary Pricing



4. Other Forms

4.1 Exceptions

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions may render a Proposal Non-responsive.**

☐ No exceptions
☒ Exceptions taken (describe--attach additional pages if needed) See Attached

Confidential/Proprietary Submittals (mark one):

☒ No confidential/proprietary materials have been included with this proposal
☐ Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

☐ No additional materials have been included with this proposal
☒ Additional Materials attached (describe--attach additional pages if needed)
List of Exceptions by United Rentals (North America), Inc. for Request for Proposal # 2015074

Vendor Name United Rentals (North America), Inc.

Date: December 2, 2014

**List of Exceptions by United Rentals (North America), Inc.
City of Mesa; Bid# 2015074; due 12.2.14 1500hrs MT**

Page/ Section	Exception; Explanation
Page 12, Sec. S24.c.	This paragraph should be modified to reflect that while the City will not be obligated to indemnify Contractor to the extent permitted by law, the City will be responsible for third party claims arising out of the City's negligence or willful misconduct in the operation, use and possession of the equipment.
Page 12, Sec. S25	This paragraph should be deleted and replaced with the following: Contractor warrants that upon delivery, the equipment will be used, in good working condition and in compliance with the equipment manufacturer's specifications. In the event of breach of the above warranty, Contractor will repair or replace the equipment, subject to equipment availability. Contractor further warrants that during the rental term, if the equipment becomes inoperable due to normal wear and tear, Contractor will repair or replace the equipment, at its sole expense, subject to equipment availability. If the equipment becomes inoperable as a result of abuse, misuse or neglect by the City, the cost of such repair or replacement shall be borne by the County. EXCEPT AS SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH ABOVE, CONTRACTOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.
Page 13, Sec. S28	This paragraph should be deleted. Title to all rental equipment shall remain at all times with United Rentals.
Page 14, Sec. S32	This paragraph should be deleted. The City will be responsible for returning rented equipment upon completion of the rental terms in like condition, less normal wear and tear, and risk of loss shall remain with the City while equipment is in its care, custody and control.
Page 16, Detailed Specs, Sec. 3.A.3 & 3.A.4	These sections shall be deleted in their entirety and reference made to changes set forth above in Sec. S25.
Page 21, Milestones, Sec. 3	This paragraph should be modified to reflect that the contract can be renewed only upon mutual agreement of the parties.
Page 21, Milestones, Sec. 4.a	United has over 800 branches throughout North America, generating a large volume of transactions for thousands of customers. Additionally, our branches are located in diverse markets with different market conditions. Accordingly, we cannot guarantee or warrant that prices quoted to the City are not less favorable than those provided for any other customer. Therefore, this section should be modified to reflect that the submitted prices will be at competitive market rates.
Page 36, Appendix A, Section 6.4	This section should be revised to note that Contractor will provide a certificate of insurance to evidence the requisite insurance coverage; however, Contractor cannot provide copies of its insurance policies



4. Other Forms

4.2 Responsibility Questionnaire

VENDOR QUESTIONNAIRE

GENERAL United Rentals (North America), Inc.	
Years in Business providing similar services: 17 years	
Contractor's License No(s): (Submit a copy with the proposal)	Type:
Number of employees at location serving this contract: 20	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.	
Firm/Government Agency Name: Arizona Public Service	
Contact Person: John Stout	Phone: 602-799-2349
Address: PO Box 53490 Phoenix, AZ. 85072	Fax: 602-371-5865
	E-Mail Address: john.stout@aps.com
\$ Value of Work, Supplies/Services and Dates Provided: 2006 - Current \$150,000 to \$350,000 yearly revenues	
Firm/Government Agency Name: City of Phoenix	
Contact Person: Virginai Hernandez	Phone: 602-495-7082
Address: 6202 N. 24th St. Bldg 2 Phoenix, AZ. 85016	Fax: 602-633-3418
	E-Mail Address: virginia.hernandez@phoenix.gov
\$ Value of Work, Supplies/Services and Dates Provided: 2000-current \$150,000 yearly revenues	
Firm/Government Agency Name: Salt River Project	
Contact Person: Sharon Boardman	Phone: 602-236-3289
Address: PO Box 29066 Phoenix, AZ. 85038	Fax: 888-443-4795
	E-Mail Address: sharon.boardman@srpnet.com
\$ Value of Work, Supplies/Services and Dates Provided: 1990-current \$50,000 - \$250,000 yearly revenues	
Vehicle/ Equipment Inventory which is available for this contract: 5 Crane Trucks, 4 Million in Inventory	

Vendor Name United Rentals (North America), Inc.

Date: December 2, 2014

VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:	
Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name: United Rentals does not typically use subcontractors.	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
FINANCIAL	
Company Management: Provide names and years with the Company:	
President: Michael J. Kneeland	
Controller: John J. Fahey	
Contractor/Representative (Who would handle this account: submit resume with proposal):	
Darren Hendrix, Branch Manager	
Yearly sales volume at location serving this contract: 6 Million Yearly Revenues	
Banking References:	
Bank: (See Attached)	
Location:	
Officer	

Vendor Name United Rentals (North America), Inc.

Date: December 2, 2014

VENDOR QUESTIONNAIRE

Bank:	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name: See attached.	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: (See Attached COI)	
General/Contractor Liability:	
Bonding:	

Vendor Name United Rentals (North America), Inc.

Date: December 2, 2014



BANK REFERENCE

BANK OF AMERICA

Credit Inquiries Service
SC3-250-02-43
POB 100289
Columbia SC 29202-3289
Phone: (803) 832-7770 option 2
Fax: (900) 733-2467*
*\$25 fee for same day response if submitted by 3pm EST
Fax: (900) 733-5100**
**\$10 fee for the standard 3 day turnaround service

TRADE REFERENCES

BOBCAT COMPANY DOOSAN INFRACORE

Construction Equipment

250 East Beaton Drive
West Fargo, ND 58078
Jason Pike
(701) 280-7880 (tel)
(701) 280-7860 (fax)
jason.pike@doosan.com

CASE CONSTRUCTION EQUIPMENT

CNH America LLC
621 State Street
Racine, WI 53404
Lani May-Gassman
262-636-6362 (tel)
877-842-2744 (fax)
Ellanna.may-gassman@cnh.com

SKYJACK

201 Woodlawn Rd West
Guelph, ON N1H 1B8
Sabrina Charest
(519) 341-5991(tel)
(519) 837-8104(fax)
sabrina.charest@skyjack.com

TAKEUCHI

519 Bonnie Valentine Way
Pendergrass, GA 30567
Jeff Stewart
jstewart@takeuchi-us.com

WACKER CORPORATION

N92 W15000 Anthony Avenue
Menomonee Falls, WI 53051-1504
Corey Garbisch
Corey.Garbisch@wackerneuson.com

IDEALEASE, INC.

Connie Lundgren
(847) 304-3204 (tel)
(847) 304-3274 (fax)
connielundgren@idealease.com



CERTIFICATE OF LIABILITY INSURANCE

10/1/2015

DATE (MM/DD/YYYY)
9/23/2014

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

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

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1352196 UNITED RENTALS (NORTH AMERICA), INC. 3120 SPUR 482 SUITE B IRVING TX 75062	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Property & Casualty Insurance Co	20699
	INSURER C: North American Capacity Insurance Co	25038
	INSURER D: Indemnity Insurance Co of North America	43575
	INSURER E: ACE Fire Underwriters Insurance Company	20702
INSURER F:		

COVERAGES ***CERTIFICATE NUMBER: 12558701****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	XSL G27337478	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	ISA H08828313	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	XOO G27423553	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D A E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C48018075(AOS) WLR C48018087(AZ, MA) SCF C48018099(WI)	10/1/2014 10/1/2014 10/1/2014	10/1/2015 10/1/2015 10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A C	Excess Workers Compensation Tx Non-Subscriber	N	N	WCU C48018105(CA, WA) EEG0000367-00	10/1/2014 10/1/2014	10/1/2015 10/1/2015	\$2M Each ACC/EMP/AGG \$5MM CSL/TOT/IND/OCC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INFORMATION ATTACHED. CERTIFICATE HOLDER INCLUDES: THE CITY OF MESA, THEIR AGENTS, OFFICIALS, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS OR EMPLOYEES.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**12558701**CITY OF MESA
ATTN: PURCHASING
20 E. MAIN STREET, SUITE 400
MESA AZ 85201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

RE: ALL OPERATIONS PERFORMED FOR THE CERTIFICATE HOLDER.

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

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

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

GENERAL LIABILITY POLICY INCLUDES:

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

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

WORKERS' COMPENSATION SELF INSURED/STATE FUND POLICIES:

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

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

Named Insured United Rentals, Inc.		Endorsement Number
Policy Number XSL G27337478	Policy Period 10/1/2014 TO 10/1/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description of Completed Operations
Any party, not otherwise specifically named on an Additional Insured endorsement, with whom the Named Insured has agreed to make an additional insured prior to the date of loss, pursuant to either a written contract or the approval of the VP of Risk Management	All locations where you are performing operations for such additional insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



4. Other Forms

4.3 Vendor Information Form

VENDOR INFORMATION

Company Legal/Corporate Name: United Rentals (North America), Inc.

Doing Business As (if different than above): _____

Address: 1139 North 27th Avenue

City: Phoenix State: AZ Zip: 85009 -

Phone: (602) 267-8800 Fax: (602) 352-6605

E-Mail Address: dhendrix@ur.com Website: www.unitedrentals.com

DUNS # 009586041

Remit to Address (if different than above):

Address: File 5112

City: Los Angeles State: CA Zip: 90074-1122

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this proposal:

Name: Darren Hendrix Fax: (602) 352-6605

Phone: (602) 267-8800 E-Mail Address: dhendrix@ur.com

Day-to-Day Project Contact (if awarded):

Name: Darren Hendrix Fax: (602) 352-6605

Phone: (602) 267-8800 E-Mail Address: dhendrix@ur.com

Sales/Use Tax Information (check one):

☐ Proposer is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

☐ Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____

City Sales Tax Number: _____ City of: _____, AZ

Sales Tax Rate: _____

☒ Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: 07583743-Z

City Sales Tax Number: 99009338 City of: Phoenix, AZ

Sales Tax Rate: 8.3%

☐ Certified Small Business Certifying Agency: _____

☐ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

☒ Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

☐ Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- ☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- ☐ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: _____
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____; Place of birth: _____
- ☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____; Place of birth: _____
- ☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- ☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- ☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- ☐ 9. **Refugee travel document.**
Date of Issuance: _____; Refugee Country: _____
- ☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- ☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____; Place of Issuance: _____
- ☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____; Name of Tribe: _____
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____; Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

N/A
Signature
N/A
Print Name
N/A
Date

N/A
Business/Company Name
Verification of Attachment by City Staff Member:
Signature
Date



4. Other Forms

4.5 Sample of Billing

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: United Rentals (North America), Inc.

Signature: 

Printed Name: Darren Hendrix

Title: Branch Manager

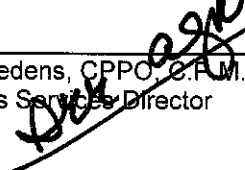
Date: November 24, 2014

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2015074.

Term (if different than stated in the Milestones) _____ through _____

Awarded this _____ day of _____, 20____


Edward Quedens, CPPO, C.F.M.
As Business Services Director



4. Other Forms

4.6 W-9



4. Other Forms

4.7 Appendix A



CITY OF MESA CONTRACT NO. 2015074

CITY OF MESA, an Arizona municipal corporation ("City")

Department Name	City of Mesa – Purchasing Department
USPS Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 E Main St., Suite 400
	Mesa, AZ 85201
Attention	Kristy Garcia, Procurement Officer
Telephone	(480) 644-5052
E-Mail	Kristy.garcia@mesaaz.gov

AND

United Rentals (North America), Inc., a(n) Delaware Corporation business entity/individual("Contractor")

Company Name	United Rentals (North America), Inc.
USPS Address	1139 North 27th Avenue
	Phoenix, AZ 85009
Delivery Address	1139 North 27th Avenue
	Phoenix, AZ 85009
Attention	Name & Title Darren Hendrix, Branch Manager
Telephone	(602) 267 - 8800, Ext. _____
E-Mail	dhendrix@ur.com

APPENDIX A

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and United Rentals (North America), a(n) Delaware corporation/company/natural person ("Contractor"). The Inc. City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number _____ ("Solicitation") on _____ for _____, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/ materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Term. This Agreement is for a term of _____ (____) _____ beginning on _____, ____ 20____ and ending on _____, 20____. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions agreed upon by the Parties in accordance with this Section 1.
 - 1.1 Renewal. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum extension period of _____. Any renewal will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 Extension for Procurement Processes. Upon the expiration of the initial Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
2. Scope of Work. During the Term of the Agreement, Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. Payment.

- 3.1 General. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Contract Amount") in consideration of Contractor's performance of the Scope of Work during the Term. Contractor acknowledges the City may, at its option and where available: (i) use a MasterCard Procurement Card to place and make payment for orders under the Agreement; and (ii) use the Internet to communicate with Contractor and to place orders as permitted under this Agreement.
- 3.2 Invoices. Payment will be made to Contractor in the manner described in **Exhibit B** following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice must contain, at a minimum, all of the following:
- a. Contractor name, address, and contact information;
 - b. City billing information;
 - c. City contract number as listed on the first page of the Agreement;
 - d. Invoice number and date;
 - e. Payment terms;
 - f. Date of service or deliver;
 - g. Description of materials or services provided;
 - h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
 - i. If applicable, mileage or travel costs; and
 - j. Total amount due.
- 3.3 Payment of Funds. Payment will be made to Contractor by either: (i) Purchase Order when Contract Amount will be paid to Contractor as a one-time payment; (ii) Direct Order off of a Master Agreement when multiple payments totaling the Contract Amount will be made to Contractor; (iii) a MasterCard Procurement Card; or (iv) as otherwise stated in **Exhibit B**.
- 3.4 Availability of Funds.
- a. The City's payment of any funds to Contractor under the Agreement is contingent upon the availability of funds by the City for disbursement as described in the Mesa Standard Terms and Conditions S.21 that is attached to the Agreement as **Exhibit C**. The City is the sole judge and authority as to the availability of funds under the Agreement.
 - b. If any action is taken by any state or federal agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations that in any way affect the Agreement, the City may amend, suspend, decrease, or terminate its obligations under the Agreement. The City will provide written notice of the effective date of any suspension, amendment, or termination based upon the availability of funds at least ten (10) days in advance; any payment to Contractor based on such suspension or termination will be paid in accordance with the Mesa Standard Terms and Conditions S.22 that is attached to the Agreement as **Exhibit C**.

APPENDIX A

- 3.5 Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.
4. Cooperative Purchasing. The City participates in cooperative purchasing with other governmental entities as set forth in the Mesa Standard Terms and Conditions S.38 that is attached to the Agreement as **Exhibit C. If Contractor does not wish to allow access to the Solicitation and the Agreement by other governmental entities for a cooperative purchase, Contractor must have stated so in its Response.** In the absence of a statement to the contrary in the Response, the Parties agree that it is assumed that Contractor wishes to grant other governmental agencies access to the Solicitation and the Agreement for cooperative purchasing.
5. Requirements Contract. Contractor acknowledges and agrees that the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
6. Insurance. Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section from insurance companies authorized to do business in the State of Arizona; the insurance must cover all operations and services performed by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insureds, as evidenced by providing an additional insured endorsement.
- 6.1 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit the indemnity promise(s) contained in the Agreement.
- 6.2 City does not warrant that the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of the performance of the Scope of Work under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement including any warranty periods.

APPENDIX A

- 6.4 Prior to the execution of the Agreement, Contractor will provide City with a Certificate of Insurance (using an appropriate ACORD certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto that are required under the Agreement.
- 6.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder, Contractor agrees that no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.
- 6.8 Types and Amounts of Insurance. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- a. Worker's compensation insurance in accordance with the provisions of Arizona law. IF CONTRACTOR OPERATES WITH NO EMPLOYEES, CONTRACTOR MUST PROVIDE WRITTEN PROOF TO THE CITY HE/SHE HAS NO EMPLOYEES. IF EMPLOYEES ARE HIRED DURING THE COURSE OF THIS AGREEMENT, CONTRACTOR MUST PROCURE WORKER'S COMPENSATION IN ACCORDANCE WITH THE PROVISIONS OF ARIZONA LAW.
 - b. Commercial general liability in amounts not less than \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.
 - c. Automobile liability, bodily injury and property damage with a combined single limit of \$1 million including owned, hired and non-owned autos.
7. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the addresses listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions S.40 that is attached to the Agreement as **Exhibit C.**
8. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

APPENDIX A

- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
9. Mesa Standard Terms and Conditions. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
10. Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
11. Incorporation of Recitals and Exhibits. All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
12. Attorneys' Fees. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
13. Additional Acts. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
14. Headings. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

APPENDIX A

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

United Rentals (North America), Inc. an Delaware corporation (business entity/individual)

Signature: do not sign at this time
Title: Branch Manager
Printed Name: Darren Hendrix

City of Mesa, an Arizona municipal corporation

Signature: _____
Title: _____
Printed Name: _____

Exhibit List

- A. Scope of Work
- B. Pricing
- C. Mesa Standard Terms & Conditions

APPENDIX A

EXHIBIT A SCOPE OF WORK

(to be completed at time of award)

APPENDIX A

EXHIBIT B PRICING

(to be completed at time of award)

APPENDIX A

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS
(SEE ATTACHED DOCUMENT)