

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: Alan Thomas Company: Ring Power Corporation

Address: 4900 North Main St., Gainesville, FL 32609



Authorized Signature: _____ Title: VP/Governmental Sales Director

Clearly Print Signature: Alan Thomas Title: VP/Governmental Sales Director

PHONE: 352-371-9983 FAX: 352-372-3934 DATE: 05/20/2019

Email Address: Alan.Thomas@Ringpower.com

BID FORM

BID NUMBER: **20-12 Annual Equipment Rental Services**

BID OPENING DATE: **2:00 pm, Wednesday, May 15, 2019**

PLACE OF BID OPENING: **Alachua County Division of Purchasing, 3rd Floor**
County Administration Building
12 SE 1st Street
Gainesville, Florida, 32601-6983

Vendor	Location				
BID ITEMS	RENTAL RATES \$				
	Per Day	Per Week	Per Month	Damage Waiver	Mobilization Charge
200 Ton Air Cooled Chiller, List MGF NAME (Generator Set For Power 2 - 100 foot 6 Inch Flex Hose, 2-6" Bolt Flanges); Mgf Name: <u>Trane</u>	\$ 5,572	\$ 12,148	\$ 36,390		\$ 1,300 Round trip
800 Ton Air Cooled Chiller, List MGF NAME (Generator Set For Power 2 - 75 foot 8 Inch Flex Hose, 2-8" Bolt Flanges); Mgf Name: <u>Trane</u>	\$ 10,903	\$ 32,710	\$ 96,945		\$ 1,300 Round Trip
4000 Watt Towable Light Tower	\$ 171	\$ 297	\$ 655		\$ 250 Round Trip
329D Skid Steer Loader W/Rubber Tracks; or, equivalent 299D	\$ 717	\$ 1,886	\$ 3,346		\$ 250 Round Trip
Caterpillar 272C Skid Steer Loader	\$ 656	\$ 1,260	\$ 2,376		\$ 250 Round Trip
2400 lb Skidsteer Loader with solid tires	N/A	N/A	N/A		
750 lb Skidsteer Track Loader Walk behind Vermeer S725TX or equivalent	N/A	N/A	N/A		
Hydraulic hammer/breaker attachment for a skidsteer loader	\$ 371	\$ 702	\$ 1,989		\$ 250 Round Trip
Caterpillar 950H Wheel Loader (Must have an A/C cab and a 3.5 GYD bucket.); or, equivalent	N/A	\$ 3,100	\$ 6,600		\$ 500 Round Trip
Air Handler 120 Ton (Banded Cable 50', Hose TPU Chiller 6"x50', Cable Tail #2 Female)	\$ 350	\$ 1,050	\$ 3,150		\$ 500 Round Trip
Frontend loader w/ 3 yard bucket	\$ 874	\$ 2,318	\$ 5,950		\$ 250 Round Trip
Caterpillar AP-800D Paver (Must have a power receptacle wiring, auger/feeder control, oscillating 8" push roller, standard bogie system and a 6" auger pair extension.)	N/A	N/A	N/A		
Caterpillar CB-534D XW Vibratory Compactor Roller; or, equivalent CB10	N/A	\$ 2,000	\$ 3,800		\$ 500 Round Trip
TRU PAC 915 Roller With 9 Rubber Tires	N/A	\$ 1,800	\$ 3,300		\$ 500 Round Trip
35-39K HYDRAULIC EXCAVATOR w/ THUMB HYD 30,000LB EXCAVATOR	\$ 1,093	\$ 2,925	\$ 6,885		\$ 250 Round Trip
7500 lb Mini Excavator	\$ 352	\$ 896	\$ 1,925		\$ 250 Round Trip

60 hp Trencher w/ rockwheel	N/A	N/A	N/A		
Emulsions Distributor Truck (with a minimum of 2000 gal tank, spray bar width up to 16 ft)	N/A	N/A	N/A		
John Deere 672D Motor Grader (Must have an A/C cab.) 12M	N/A	\$ 3,500	\$ 7,300		\$ 500 Round Trip
Leeboy Chall III Broom Tractor (Must have an A/C cab, brush width 7 ft minimum and a 150 gallon watering tank.)	N/A	\$ 1,800	\$ 2,900		\$ 500 Round Trip
308E with Fecon Mulching Head	\$ 1,950	\$ 4,000	\$ 7,500		\$ 250 Round Trip
Weiler W530 Road Widener (Must have a rear steering and a 2 ft - 3 ft telescoping strike off group.)	N/A	\$ 3,675	\$ 11,000		\$ 500 Round Trip
Nissan Pneumatic Forklift, PFD50, 4,000 lb, or equivalent FG25	\$ 175	\$ 515	\$ 1,550		\$ 275 Round Trip
HD Forklift, JCB506, 6000 lb, All Terrain TL642	\$ 546	\$ 1,116	\$ 2,652		\$ 250 Round Trip
HD Scissor Lift, JLG, 20" Self Propelled	\$ 128	\$ 189	\$ 425		\$ 250 Round Trip
Electric Scissor Lift – Narrow : 24'-26'	\$ 223	\$ 405	\$ 727		\$ 250 Round Trip
HD Ditch Witch, RT20, W: 4.5" x D: 36"	N/A	N/A	N/A		
Boom 125' Articulating IC 4WD DSL Truck	\$ 1,444	\$ 3,645	\$ 7,497		\$ 250 Round Trip
Arrow Skidsteer/Attachment/Pallet Forks/Stand Model: 503125-4	\$ 71	\$ 149	\$ 196		N/C
Diesel powered pump with 8" intake & 8" discharge	N/A	N/A	N/A		
20 ft section of 8" suction hose	N/A	N/A	N/A		
20 ft section of 10" suction hose	N/A	N/A	N/A		
Pressure Washer, gas, 3500 PSI	N/A	N/A	N/A		
Pressure Washer, 50' hose extension	N/A	N/A	N/A		
BOOM 60-64' Telescopic High Lift	\$ 772	\$ 1,571	\$ 2,720		\$ 250 Round Trip
TOTAL BID (sum of all bid items above)	\$ 26,368	\$ 83,657	\$ 217,778		

Damage Waiver details: Please see attached Exception page

ATTENTION:

VENDOR

SHOULD

COMPLETE AND

SIGN EXHIBIT B

TO BE

CONSIDERED

RESPONSIVE

Small Business Enterprise (SBE) Program Participation Form**BID NUMBER: 20-12 Annual Equipment Rental Services*****OPTION 1***

I certify that our Company is an **Alachua County Certified Small Business Enterprise (SBE)** registered prior to the Bid opening.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**

No (If No, proceed to *Option 2.*)

OPTION 2

I certify that our Company **will perform ALL work** and that no subcontractors will be utilized for this bid.

Circle One: **Yes (If yes, complete and sign the last page of this Exhibit)**

No (If No, proceed to *Option 3.*)

BID NUMBER: 20-12 Annual Equipment Rental Services

OPTION 3

SBE Participation. I certify that our Company has contacted the **Alachua County's Certified SBEs** listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

SBEs are located in the Alachua County Small Business Enterprise Directory, available at:
<http://smallbusdir.alachuacounty.us/>.

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for **the total dollar value and percentage of the bid** set forth below.

If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to Option 4 and document your Good Faith Effort.

N/A	N/A
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
N/A	N/A
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)
N/A	N/A
SBE Name of Contractor	SBE Name of Contractor
Address	Address
Scope of Work to be Performed	Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)	\$ _____ % (Est \$ Value) (Est % of Total Bid)

BID NUMBER: 20-12 Annual Equipment Rental Services

OPTION 4

SBE Good Faith Effort. To be considered responsive all Vendors **must have** SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. **If option 1, 2 or 3 was not chosen the Vendor must complete the section below substantiating compliance with good faith effort requirements.**

In accordance with Section 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response **MUST** be recorded in the section below.)

1	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company: N/A	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		


BID NUMBER: 20-12 Annual Equipment Rental Services

I as the undersigned Vendor certify that I have completed one of the option(s) below **(Circle One)**:

OPTION 1**OPTION 2****OPTION 3****OPTION 4**

If you are unable to certify that, you have completed to the best of your knowledge and belief **OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) the Division of Purchasing at 352.374.5202, for direction.**

Vendor Name: Ring Power Corporation Date 05/20/2019

Signature  Title VP/Governmental Sales
Director

Printed Name: Alan Thomas Title VP/Governmental Sales
Director

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Ring Power Corporation

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

05/20/2019

Date


PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.


 Bidder's Signature

05/20/2019
 Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

N/A
 Bidder's Signature

 Date

TYPE "E" INSURANCE REQUIREMENTS
"Vendors"

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY. (When Vendor Delivers to County Premises)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY. (While Vendor's Employee(s) are on County Premises)

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability and Automobile Liability Coverages

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.
- 2 The Vendor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Vendor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

- 1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.

C All Coverages

- 1 The Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contact is renewed) or prior.

V. SUBCONTRACTORS

Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

The Certificate of Insurance must contain the following:

Department Contact: **Brian Singleton**
 Department: **Public Works, Engineering**
 Dept. Contact Phone: **352.374.5245**
 Dept. Contact Email: **bsingleton@alachuacounty.us**
 Bid: **20-12 Annual Equipment Rental Services**



Alachua County Budget and Fiscal Services Procurement

Larry M. Sapp, CPPB
Procurement Manager

Darryl R. Kight, CPPB
Procurement Supervisor

May 15, 2019

RE: Addendum #1
BID 20-12 Annual Equipment Rental Services

Dear Sir/Madam:

Please be aware of the following clarifications regarding the above referenced Bid:

The above **Bid Opening Date** has been extended to **May 22, 2019, at 2:00 pm**. All Bids must be received at the Procurement Department, 3rd Floor Administration Building, 12 SE 1st Street, Gainesville, FL 32601-6893.

NOTE: You should acknowledge receipt of this addendum on your Bid Form.

End of Addendum #1

Sincerely,

Theodore White

Theodore White
Procurement Agent

TJW/bf

Ring Power



Ring Power Corporation
500 World Commerce Parkway
St. Augustine, Florida 32092
904-737-7730

May 20, 2019

EXCEPTION/CLARIFICATION
Alachua County Bid No. 20-12
Due May 22, 2019, 2:00 p.m.

Ring Power Corporation will invoice waiver insurance in addition to the quoted rental rate at 14% of that respective rate. The deductible will be three times the Monthly Rental Rate.

Damage Waiver Insurance from Ring Power only covers fire, theft, and vandalism. All other occurrences shall be the responsibility of the County: abuse, misapplication, acts of God (lighting strikes, storm damage, etc.) The County will provide a Certificate of Insurance on all items rented.

Ring Power Corp also takes exception to the following Indemnification language: "The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent."

Also that the indemnification provision shall survive the termination of the Contract between the County and the Contractor.

A handwritten signature in black ink, appearing to read "Alan Thomas", written over a horizontal line.

Alan Thomas
Vice President/Governmental Sales Manager

Ring Power®**RENTAL AGREEMENT
(NOT AN INVOICE)****R/A #** _____Ring Power Corporation
500 World Commerce Pkwy
St Augustine, FL 32092**LESSEE INFORMATION****SHIPPING INFORMATION****CUSTOMER #** _____**SALESMAN #** _____**CUSTOMER'S P.O. #** _____**DESCRIPTION / CHARGES****FIRE, THEFT AND VANDALISM WAIVER (NOT AVAILABLE FOR CRANES AND OVER THE ROAD VEHICLES)**

By initials, Lessee declines or accepts Fire, Theft and Vandalism Waiver. If accepts, in consideration of the charge shown above, Lessor agrees to waive certain claims against Lessee for loss or damage to equipment in accordance with the terms and conditions set forth in this Agreement on Page Two (reverse side) and in the Fire, Theft and Vandalism Waiver Provisions which Lessee hereby acknowledges that Lessee has read and accepted as shown on Page Two (reverse side).

ACCEPTS FTV

X _____

DECLINES FTV

X _____

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMEN'S COMPENSATION, PROPERTY DAMAGE**INSURER/POLICY NO.** _____**EXP. DATE** _____

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE X _____**DATE** _____**SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA****PRINT NAME** _____**ACCEPTED: RING POWER CORPORATION****DRIVERS LICENSE#** _____**BY: (LESSOR)** _____**TAG#** _____**DATE:** _____**TERMS AND CONDITIONS**

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

1. **RENTAL:** Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed by Lessee.

ORIGINAL

Terms and Conditions continued on the backside of this Rental Agreement

2. **ACCEPTANCE AND RETURN OF EQUIPMENT:** The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard; in the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.
3. **CHARGES:** Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month). Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.
4. **USE OF EQUIPMENT:** Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).
5. **SERVICE:** Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.
6. **LIABILITY:** Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. **LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.**
7. **INSURANCE:** Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.
8. **COMPLIANCE WITH LAW:** Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.
9. **VENUE AND CHOICE OF LAW:** This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.
10. **DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.
11. **REMEDIES:** All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.
12. **DISCLAIMER OF WARRANTIES:** LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.
13. **NOTICES:** Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.
14. **SPECIAL PROVISIONS:**
 - a.) **LESSEE'S GENERAL RESPONSIBILITY:** Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.
 - b.) **SUBROGATION:** In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
 - c.) **FIRE, THEFT AND VANDALISM WAIVER ("FTV")** **: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" box on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) triple the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement.
****Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.**
 - d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.
 - e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.
 - f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.
 - g.) **THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.**

Client#: 1399763

131RPCINC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 McGriff Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL: ADDRESS:														
INSURED RPC Inc; Ring Power Corporation; (Other Named Insds below, if applicable) 500 World Commerce Parkway St. Augustine, FL 32092	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Am</td> <td>25674</td> </tr> <tr> <td>INSURER C : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co of CT	25682	INSURER B : Travelers Property Casualty Co of Am	25674	INSURER C : Phoenix Insurance Company	25623	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 18/19 Master

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS COMMERCIAL GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HEEXGL475M558 4TCT18 Limit is Excess over \$3,000,000 SIR.	07/01/2018	07/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$NA MED EXP (Any one person) \$NA PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			HC2ECAP475M5399 TCT18 Includes Garagekeepers	07/01/2018	07/01/2019	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			ZUP61M5404318NF	07/01/2018	07/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HC2NUB9D91013518	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance for
Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

Ring Power®



10421 Fern Hill Drive
Riverview, FL 33578

MAY 22 '19 AM 9:09

Alachua County
Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, FL 32601-6983

SEALED BID-DO NOT OPEN

SEALED BID NO.: #20/12

BID TITLE: : Annual Equipment Rental Services

BID TO BE OPENED ON: May 22, 2019

TIME: 2:00 P.M.

DELIVER TO: Theodore White, Procurement Agent