



OMNIA Partners
Region 4 Education Service Center (ESC)
For Equipment and Tool Rental Services
RFP #20-06
Due: July 14, 2020 at 10:00 AM Central
Submitted By: Stephanie Ransone,
Sr. Customer Contract Manager
Sunbelt Rentals, Inc.
2341 Deerfield Drive, Fort Mill, SC 29715



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July 10, 2020

Region 4 ESC
7145 West Tidwell Road
Houston, TX 77092

Re: Request for Proposal #20-06 / Equipment and Tool Rental
Bid Due Date: July 14th, 2020 at 10:00 AM Central

Enclosed you will find Sunbelt Rentals proposal in response to the above referenced for Equipment and Tool Rentals. This letter verifies the proposal's preparation in accordance with the Request for Proposal instructions outlined on the checklist and detailed below it. Upon reading the RFP, we are confident the offer prepared by Sunbelt Rentals presents OMNIA Partners, Inc. with a substantial opportunity for expanding its presence within the private sector while offering participating agencies a best in class Equipment Rental experience.

Proposal contains two (2) bound and signed original copies of solicitation and two (2) electronic copies on flash drives.

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We are asking that the Market Basket section of our proposal be kept confidential.

The data within in it is the sole property of Sunbelt Rentals and reflects historical usage data generated from Sunbelt Rentals and its public sector customers. The equipment rates and usage patterns were developed in cooperation with end users, and could inflict damage upon Sunbelt Rentals if made public

Any questions with equipment or service can be addressed by Natalia Welch, Director of Government Sales at (912) 247-0870 or Natalia.welch@sunbeltrentals.com

We thank you for extending Sunbelt the opportunity to submit pricing for this proposal. Please let us know if there is any further clarification or additional information that you require.

Sincerely,

Stephanie Ransone
Sr. Customer Contract Manager
T: 800-508-4762 F: 803-578-6850
contractteam@sunbeltrentals.com

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between Sunbelt Rentals, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Equipment Tool and Rental Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 20-06 (RFP) for, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

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- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC, specifically excludes rental equipment. Region 4 ESC will not obtain ownership of such rental equipment.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. Notwithstanding the foregoing, Contractor will be compensated for a) any and all rental fees incurred and/or b) any damage to or loss of the rental equipment during any such Force Majeure event in which the equipment is in Public Agency's care, custody or control.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds

and permits required for the operation of the business conducted by Contractor. Contractor

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shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated. For clarification, Contractor will obtain the licenses and permits for the equipment rented; however the Public Agency is responsible for the licenses and permits required for the project for which the equipment is rented for.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

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sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ The rental equipment provided will be warrantied for the duration of the rental.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. ~~Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.~~
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Sunbelt Rentals, Inc.

Address 2341 Deerfield Drive

City/State/Zip Fort Mill, SC 29715

Telephone No. (800) 508-4762

Email Address contractteam@sunbeltrentals.com

Printed Name Stephanie Ransone

Title Sr. Customer Contract Manager

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name



OMNIA PARTNERS
RFP#20-06 – Equipment Tool Rental

Appendix B

EXCEPTIONS/PROPOSED MODIFICATIONS

Appendix A – Draft Contract:

- Section 11.a) Sunbelt has excluded ownership of the rental equipment upon termination. At no time will OMNIA own the equipment.

- Section 11.d) The Member still has the enjoyment of the equipment during any such force majeure event and therefore should continue to pay rental fees for it. For example, if it is a generator being rented, the member is continuing to use the generator during any storm, strike, etc. Sunbelt should continue to be paid for the rental fees. Additionally, we would expect that due care will be taken with the equipment to not intentionally leave it in harm's way while in the member's possession. If a force majeure event is anticipated, the member may call the equipment off rent and Sunbelt will retrieve it and the member is no longer responsible.

- Section 12. In many instances Sunbelt is not able to pull permits, because we are not using the equipment, they will not issue them to us. The member will need to pull the permits for how they intend to utilize the equipment.

- Section 22. Once the work is complete, nothing stays behind to warrant. It makes no sense to warrant for a year after the job is complete. There is nothing there to warrant. This was changed to the duration of the rental.

Page 6, Item 4, Current Products: Sunbelt will provide equipment that is well maintained, in good working condition and fit for the intended purpose. New equipment will not be guaranteed as this is a true rental contract and title will remain with Sunbelt Rentals.



Performance Capability

i. Sunbelt is currently divided into 3 territories with a total of 13 regions. Each region has its own Operational Regional Vice President and Regional Sales Managers. Each region is divided into districts with have District Managers and District Sales Managers as well as stores with Branch Managers and local Sales Representatives. Sunbelt's Government team will also play an intricate role.

The Regional Government Account Managers pursue opportunities within their assigned accounts and work with the Regional Sales Directors to execute sales plans within their region. Both the Regional Sales Directors and Regional Government Account Managers will have access to Sunbelt's local locations and Sales Representatives, who can assist Omnia and their members at the local level.

Our goal at Sunbelt Rentals is to continue to build a successful relationship with Region 4 by promoting an awarded contract agreement with new and existing government and non-profit customers. The plan below outlines key marketing initiatives and strategies we will implement to help achieve that goal.

Marketing opportunities will be identified and focused on with National & Regional sales and marketing campaigns. These will be targeted, sales-focused efforts. The primary purpose will be building customer relationships, providing value, and driving revenue. The sales and marketing campaign will be developed and monitored using the Sunbelt Rentals Accelerate application to ensure customer contact and consistent interaction. Follow up reporting will be reviewed to look at strategy and implement future best practices.

Sunbelt Rentals will work collaboratively to develop a brochure for prospective government agencies outlining the benefits of the contract partnership. This marketing brochure will highlight the benefits of renting, including cost efficiencies and expanded capabilities. It will also include a summarization of all Sunbelt divisions including: general constructions equipment, pump solutions, power transmission, floor care, climate control, temporary bridging, ground protections, and trench shoring.

ii. Acknowledged



iii. Included

iv. Describe how Offeror responds to emergency orders.

Requests for assistance will be directed to the appropriate location for service. Sunbelt understands that a quick response for emergency after-hours delivery or service calls is important.

Sunbelt Rentals business model is based on planning and quick response when emergencies arise for our customers. We offer our customers 24/7 emergency response. Sunbelt maintains a fleet of disaster response trailers, equipped with various equipment, that are strategically placed throughout the U.S. for optimal coverage and efficiency prior to hurricanes or other disasters landing. In addition, Sunbelt Rentals has a business continuity plan that covers our support office and system critical operations.

After hours calls - off-hours, nights, weekends, holidays and off-hour repairs - can be made to our Customer Service line at 888-880-2877. A local Sunbelt team member will respond to your after-hours call within one hour, or one day's rental is free. In the event of an After- Hours Emergency resulting in the opening of a Sunbelt Rentals location, an opening fee will be charged per location

v. What is Offeror's Fill Rate? Not applicable, as we are a rental company.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timeline?

Sunbelt promises our customers on time delivery within an hour of the quoted delivery time. Sunbelt has several tools that are used to track our delivery trucks real-time and monitor the status of all deliveries. All trucks are equipped with geocoding capability and dispatches are tracked through VDOS (Vehicle Dispatch Optimization System). Customers can view deliveries that are in route to their jobsites through our online rental management tool, Command Center. If a delivery truck is running behind schedule it is our dispatcher's responsibility to notify the customer and let them know the new expected delivery time. On time delivery percentage is a key performance indicator for all Sunbelt locations that is monitored on a daily basis. Sunbelt's on time delivery percentage for our general tool locations over the last 3 months is 89.6%.



vii. Describe Offeror's return and restocking policy.

When a customer calls equipment off-rent and is ready for a pickup, a Pickup Checklist will be used to capture all necessary information from the customer. Sunbelt will verify with the customer the job site Point-of-Contact and specific asset location. Sunbelt will schedule pick-ups for the next day in order to accommodate the customer's site logistics and planning Sunbelt's routing plan and issue Customer a Call Off number.

viii. Describe Offeror's ability to meet service and warranty needs.

Sunbelt continuously strives to ensure our service to our customers and quality of our equipment is the best in the industry. Our Performance Standards Group completes an audit of every Sunbelt location to cover every aspect of the operational and sales process that is necessary to ensure each location operates in compliance with our company's operational procedures. We review our Branches for service and delivery satisfaction of our customers, maintenance and service on our equipment, employee training and safety compliance. Each Branch is held accountable for customer satisfaction and maintaining a high-quality

We have 24/7 Customer Service coverage in addition to our Key Account Service Team and Account Managers to provide ongoing service and rental equipment. Our dedicated Account Managers will work with CUSTOMER to determine the most effective and efficient ways to provide rental equipment to optimize your work flow.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Sunbelt Rentals will provide reliable, high quality rental equipment as scheduled, to any CUSTOMER location requested. We will provide service on this equipment as needed, replacing any downed equipment promptly so CUSTOMER work flow will not be impeded.

Sunbelt's branches are open from 7:00 AM to 5:00 PM Monday through Friday. Some locations are open on Saturday, these locations can be found on the location list provided. An after-hours service fee may apply in some cases. This however, can be discussed in more detail upon award.

After hours calls - off-hours, nights, weekends, holidays and off-hour repairs - can be made to our Customer Service line at 888-880-2877. Requests for assistance will be directed to the appropriate location for service. Sunbelt understands that a quick response for emergency after-hours delivery or service calls is important. A local Sunbelt team member will respond to your after-hours call within one hour, or one day's rental is free. In the event of an After-Hours Emergency resulting in the opening of a Sunbelt Rentals location, an opening fee will be charged per location.



- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Sunbelt can generate invoices in XML, CSV, text and paper formats. We are able to work with our customers in whatever billing options are needed.

E-processes used by Sunbelt include emailed PDF invoices, customer direct XML feed, EDI, .csv FTP files. Sunbelt currently utilizes EDI (Electronic Data Interchange) to supply Customer with electronic invoicing to SAP. We are established with various portals including Ariba, Onvia, and BidSync to participate in various eAuctions as requested by Customer. Secondary accounts may be established under the primary account, specific to the rental location requested. Billing can be sent to locations specified in the agreements. Our web portal can be utilized by each customer location to monitor usage and pay invoices directly. Sunbelt can also provide you with access to our Command Center, which will enable you to place orders, extend rentals, call off rentals and pay invoices.

Payment terms are due upon receipt of invoice. However, we will accept participating entity terms up to 30 days.

Sunbelt Rentals accepts all credit cards and p-card payments at no additional costs.

- xi. Describe Offeror's contract implementation/customer transition plan.

The integration of an awarded contract into the Sunbelt Rentals sales process has multiple layers. That process includes a company-wide announcement, updated marketing materials, social media announcements, the update our website to reflect contract details, regional announcements with impact calls, the exchange of membership-participation list(s), the development of training documents for our sellers by Sunbelt University (SBU), the loading of account assignments into CRM and Sunbelts Accelerate application.

This strategic and tactical aspects of integration and execution are managed and overseen by Sunbelt Rentals dedicated Government sales team and Sunbelt Rentals executive management. Sunbelts sales force is made up of 8000 team members throughout North America. These team members work within geographic regions. Our Government team also works within these regions providing direction on our sales efforts as they relate to public sector customers, training on the features and benefits of any resulting contract and working alongside our sales representatives calling on participating entities. Our Government team also manages a book of business targeting our largest public sector opportunities. Additionally, the Sunbelt Rentals Government team works with each of the Regional Vice Presidents and Regional Sales Director within our 14 regions to ensure a cohesive message and sales effort for any resulting contract. This message flows to each company district and the locations within that district. Integration is supported by inside sales staff, and our Accelerate application which empowers our sale force with visibility to



all customers in a geographic area, the ability to manage a calendar of appointments, and retain and share notes on any customer or prospect

xii. Describe the financial condition of Offeror – See attached Financial Statement. Full Financial Report may be found at Ashtead-group.com

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Please see our website for a complete listing of available equipment and the services of our specialty divisions at sunbeltrentals.com.

In addition to providing Sunbelt Rentals' full equipment catalogue and location list, our website is a powerful tool, eliminating waste and maximizing equipment utilization

Sunbelt's Command Center - This web portal will provide "Customer" with the capability to view equipment currently on rent, at what "Customer" location, the term and rental rate, plus total accumulated rental charges. "Customer" employees will be able to browse for additional equipment, find nearby locations, place orders, request pickups & service, and view frequent orders all from an iPhone, iPad or an android smartphone. Sunbelt's Command Center will provide "Customer" with a global view of all equipment on rent and a historic look on previous rental transactions. This includes invoicing, purchase order numbers, rented-by name, equipment type and model, days on rent, total billings, etc. Reports can be set up to send on a regularly scheduled day and time, or you can pull the reports as needed on any format, including excel.

- Access Sunbelt App – our customers will have the capability to browse equipment, find nearby locations, rent equipment, request pickups and view frequent orders all from an iPhone, iPad or an android smartphone. You can also view all of your job sites on a map and view specific contact details, equipment on rent and more.
- Reporting – you will have the capability through the web portal to set up reports. These reports are on an ad hoc basis. You can set up these reports to send on a regularly scheduled day & time or pull reports as needed.
- Sunbelt Rentals can also provide you with mid-year and end-of-year meetings/reviews.



xiv. Describe the Offeror's safety record.

At Sunbelt Rentals, we Engage for Life. **Engage for Life is about protecting your life and the lives of everyone we encounter on a day to day basis.** Centered around active employee engagement where each of us understands the exposures we face today and always control these to keep everyone safe. The three pillars of Engage for Life are:

Culture: The way we do things at Sunbelt. Engage for Life means our Core Processes are engrained in the culture of each locations. Each employee feels comfortable discussing and reducing exposure in the field for a safe result every time.

Community: From the vehicles we drive to the equipment we rent, our job is to look out for ourselves, our coworkers, our clients and the communities we serve. Our dedication to Community drives our Commitment.

Commitment: Commitment to doing things right drives our performance and is required at all levels of the organization.

Sunbelt Rentals' Safety Department is comprised of full-time occupational health and safety professionals whose sole mission is to work directly with our field personnel to identify hazards & eliminate incidents by making safety the number one priority for all 15,000 team members. Each employee is required to complete safety orientation and training prior to beginning work. Before operating certain equipment such as Forklifts, AWP, and Cranes each employee must complete operator training for the applicable equipment they will operate.

Each branch location manages the training of their employees to ensure that all are well trained in their areas of expertise. Refresher courses are provided as needed.

Sunbelt has many training courses related to safety and our day-to-day operations. There are certain training courses that are required to be completed by new hires and then additional training requirements based on the employee's job or position. New employee orientation courses must be completed within fourteen days of the new employee's start date.

Furthermore, if an employee is involved in an incident or accident and it is determined after the accident investigation that safety procedures in which the employee had been previously trained on were not properly followed then the employee is re-trained on the safety topic again to reinforce the importance of following safe practices.

Sunbelt Safety Record:

- EMR = 0.82
- TCIR/TRIR – 1.14

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Sunbelt Rentals, Inc.

Contact Person Stephanie Ransone, Sr. Customer Contract Manager

Signature 

Date July 8, 2020

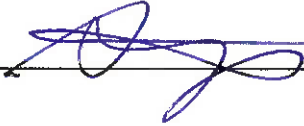
Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Sunbelt Rentals, Inc.

Contact Person Stephanie Ransone, Sr. Customer Contract Manager

Signature 

Date July 8, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Sunbelt Rentals, Inc.

Contact Person Stephanie Ransone, Sr. Customer Contract Manager

Signature 

Date July 8, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Sunbelt Rentals, Inc.

Contact Person Stephanie Ransone, Sr. Customer Contract Manager

Signature 

Date July 4, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Sunbelt Rentals, Inc.

Contact Person Stephanie Ransone, Sr. Customer Contract Manager

Signature 

Date July 8, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Region 4 Education Service Center (“ESC”) (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Equipment Tool and Rental Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,

obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of three (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$30 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the

responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE - See attached response

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 - Yes
 - No

If yes, list certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

- c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

- d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

- e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics See attached response

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating

Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales - See attached response

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.



OMNIA PARTNERS
RFP #20-06
Equipment Tool and Rental Services

SECTION 3.0 - SUPPLIER RESPONSE

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

Sunbelt Rentals, Inc. and its affiliates ("Sunbelt") are equipment rental companies that specialize in the broadest range of rental equipment in the industry. Established in 1983 and headquartered near Charlotte, North Carolina, Sunbelt has evolved from a small, local operation to a giant in the rental industry today. Sunbelt is a wholly owned subsidiary of Ashtead Group plc which is headquartered in London, England and is the second largest rental company in the UK operating as A-Plant. Building on its solid foundation in the Southeast, the company has now established itself as the second largest rental company in the United States and will continue to grow through green field initiatives and acquisitions. Sunbelt is strategically positioned with convenient locations to provide superior customer service with more than \$10 billion in rental fleet and over 875 locations combined across 46 states within the contiguous United States, including Hawaii, and in four provinces in Canada.

- B. Total Number and location of sales persons employed by Supplier

875 locations with 5000 Sales Persons

- C. Number and location of support centers, if applicable and location of corporation office.

Over 900 locations across 46 states within the contiguous United States, included Hawaii, and in four provinces in Canada- Corporation office located at 2341 Deerfield Drive, Fort Mill, SC 29715

- D. Annual sales for the three previous fiscal years.

FY2019: \$4.989 Billion; FY2018: \$4.153 Billion; FY2017: \$3.584 Billion

- a. Submit FEIN and Dunn & Bradstreet Report
FEIN 58-0415192
DB #101776490 – Report Unavailable



SUPPLIER RESPONSE
Page 2

E. Describe any green or environmental initiatives or policies.

Sunbelt understands that we have social and business responsibilities as a global citizen to enhance and protect the communities we are a part of. We embrace the “think globally, act locally” approach to environmental management and incorporate it into our business model. As such, we are committed to taking reasonable actions to minimize adverse environmental impacts resulting from our business activities. Our operating philosophy includes a commitment to achieve this by:

- Continually evaluating our environmental practices and procedures and implementing process improvement to comply with applicable regulations and protect our employees, customers and communities;
- Providing employees with training to raise awareness of environmental-related issues and procedures, and to provide them the tools required to minimize adverse environmental impact;
- Investing in the regular renewal of our rental and delivery fleets to incorporate the latest environmental equipment available from our chosen manufacturers and to ensure our vehicles and equipment are equipped with the latest emissions components;
- Maintaining our equipment and vehicles to achieve optimal fuel efficiency; and
- Investing in our network of profit centers to ensure they are adequately equipped to operate in a manner minimizing adverse environmental impact.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Sunbelt Rentals performs all the work necessary for the completion of the work for our customers without the need to utilize subcontractors. We have the right equipment and trained employees to complete our contracts, providing savings and efficiencies to our customers. When possible, Sunbelt will utilize diverse vendors to provide fuel, large equipment hauling and various supplies and services.

G. Indicate if supplier holds any of the below certifications in any classified area and include proof of such certification in the response: N/A



- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identifying if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Sunbelt Rentals performs all the work necessary for the completion of the work for our customers without the need to utilize subcontractors.

- I. Describe how supplier differentiates itself from its competitors.

Simply put, our willingness to Make it Happen for the customer and the diversity of our fleet is what sets us apart. Sunbelt Rentals is one of the largest equipment rental providers in North America, with over 15, 000 team members and 900 plus locations. Our current fleet value is over \$10 billion and is comprised of the youngest and broadest fleet offering in the industry. We have common equipment as well as the equipment many customers never anticipate needing.

We served thousand of customer responding to the COVID-10 crisis with power generation, air quality, material handling, temporary flooring, cleaning equipment, and more.

We set the standard in our industry by constantly advancing the idea of what a rental company can do for its customers, through unmatched solutions, uncompromising safety, and continuous innovation. With company growth averaging 20% for multiple years in a row, we have the knowledge and know how to service our customers, while a majority of this growth is done organically.

Moreover, Sunbelt employs a dedicated Government sales team that posses a vision for what Equipment Rental could be for the public sector, and the drive to take it there. Sunbelt Rentals has the "Sunbelt Promise" that gives our customers piece of mind knowing we will have the equipment they need when they need it. The first part of our promise is for us to have our core equipment list available. The second part of our promise is the equipment will remain operable throughout the entire rental, if its not, we have 4 hours to replace or repair. Last, is our promise to our customers to response to them within one hour, this is 24 hours a day and seven days a week.

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Sunbelt has been in the past and currently is involved in litigation processes, however, none of the litigation is material in nature to its performance of the proposed contract.

No bankruptcy or reorganization



K. Felony Conviction Notice: Indicate if the supplier **NOT APPLICABLE** is a publicly held corporation and this reporting requirement is not applicable; is not owned or operated by anyone who has been convicted of a felony; or is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

Hillsborough County, Florida debarred Sunbelt Rentals from 2/2012 through 2/2015. A Sunbelt Employee, acting outside our standard operating practices, failed to complete the servicing of an existing contract. This represented an isolated incident, rather than a systematic issue within Sunbelt. Since 2015, Sunbelt has been awarded another contract with Hillsborough County.



Exhibit A Section 3.2

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Sunbelt Rentals equipment rental solutions include but are not limited to the solutions categories below. Within each category is a multitude of classifications. Additionally, we offer specialty equipment and services that go beyond traditional equipment rental offerings. Within our submission and below you will find several line cards showcasing our products and services.

- [Climate Control & HVAC Solutions](#)
- [Compressed Air Equipment & Air Tools](#)
- [Bridging Solutions](#)
- [Earth Moving Equipment](#)
- [Entertainment & Special Event Equipment](#)
- [Facility Maintenance](#)
- [Flooring Solutions](#)
- [General Tools & Equipment](#)
- [Ground Protection, Turf Protection Mats & Event Flooring](#)
- [Industrial Equipment Rental Solutions](#)
- [Material Handling](#)
- [Industrial Steel & Metal Fabrication](#)
- [Mission Critical](#)
- [Oil & Gas Services](#)
- [Pile Driving & Drilling Equipment](#)
- [Pumping Solutions & Fluid Handling](#)
- [Power Generation Rental](#)
- [Remediation & Restoration](#)
- [Scaffolding Supplier & Setup Services](#)
- [Shoring Solutions](#)
- [Working at Height: Elevating Work Platforms](#)

As you evaluate the proposals and consider the potential of equipment rental as it relates to specialty equipment and services, we encourage you to view the following video links.

- [Climate Control](#)
- [Flooring Solutions](#)
- [Ground Protection](#)
- [Industrial Heat](#)
- [Oil & Gas](#)
- [Power & HVAC](#)
- [Pump Solutions](#)
- [Scaffold](#)

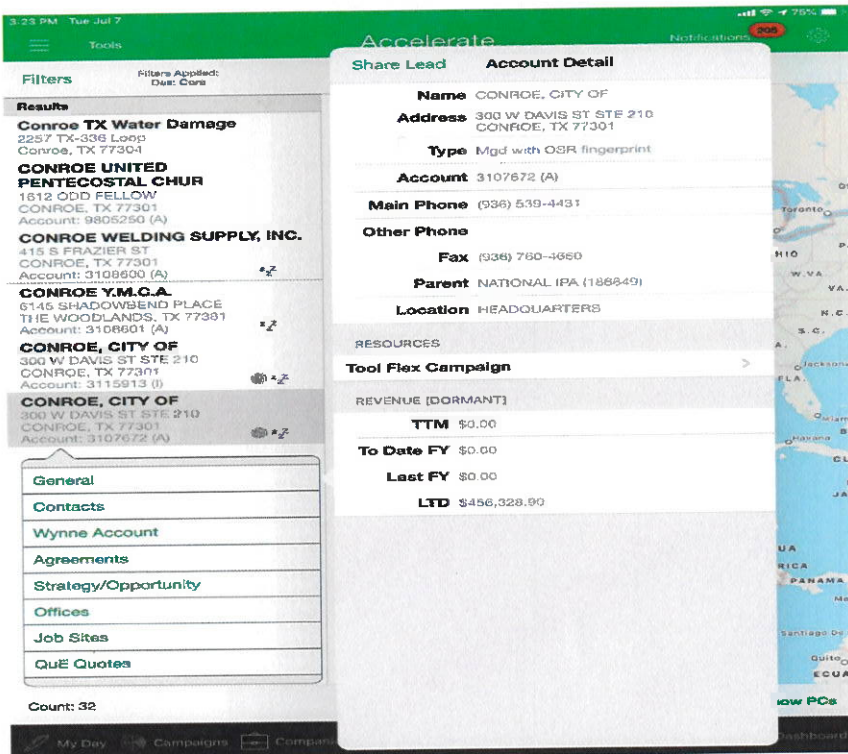


B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Sunbelt Rentals has over 825 company owned locations, each with its own equipment fleet. Equipment is transported throughout the Continental US with our company owned semi fleet. On occasion, a third-party carrier may be used to make a delivery or pick-up. The State of Alaska is our only exception for delivery.

C. Describe how Participating Agencies ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Sunbelt Rentals establishes a corporate link which serves as the parent account within our system. That corporate link associates the pricing, terms, and conditions of the parent account to any child account(s) and is reflected companywide at any Sunbelt Rentals location. Contract affiliation and compliance can be verified by anyone within the Sunbelt Rentals organization. The most common method of verification is to share a screenshot like the one below from our CRM application. Usage reports are available upon request.





D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Apart from an occasional outside freight hauler there will not be any other companies involved. All Sunbelt Rentals locations are Company owned ensuring one company, one message.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

There are currently 825 plus Sunbelt Rentals locations. Sunbelt Rentals does not work on a distribution model, we dispatch equipment from the nearest Sunbelt Rentals location to the point of need. Our mission is to Make It Happen for the customer. We achieve this by promising Availability, Reliability, and Ease – in terms of both our people and our products.



Section 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Sunbelt Rentals Executive Leadership has endorsed and supported this contract from the initial award and will continue as long as we are partners.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team.

Sunbelt Rentals executive leadership has been and will continue to be an integral part of our relationship with Region 4 and Omnia Partners. With their continued support we will work diligently to ensure our sales force in conjunction with the Omnia Partners team prepares and educates the most knowledgeable public sector sales force in our industry. With this knowledge, any resulting contract will be the go to market strategy we lead with.

Our goal at Sunbelt Rentals is to continue to build a successful relationship with Omnia Partners by promoting an awarded contract agreement with new and existing public sector customers. The plan below outlines that which is noted in section B, but not necessarily in the same order. Based on our history as the incumbent supplier we feel the following order of implementation is important to the continued success of the agreement. Many of the requests have been and will continue to be met. We welcome any questions surrounding such matters.

- Marketing Opportunities
 - Co-branded press release to trade publications & social media outlets
 - Regional sales and marketing campaigns
 - Targeted sales-focused effort with primary purpose of establishing and maintaining Omnia Partners members
 - Developed and monitored through the use of the Sunbelt Rentals Accelerate application to ensure customer contact and consistent interaction
 - Opportunities:



- Target top 50% of existing Sunbelt Rentals accounts within the public sector.
 - Target top 50% of leads from Omnia Partners.
 - Follow up reporting to review strategy and implement future best practices
- Develop new marketing materials for prospective members outlining benefits of program
 - Introduce Sunbelt Rentals and Omnia Partners partnership and benefits
 - Outline benefits of renting, including cost-efficiencies and expanded capabilities
 - Summarize specialty divisions, including general tools and equipment, pump solutions, power generation, climate control, aerial and material transport solutions, flooring solutions and ground protection
- Continue to improve the Sunbelt Rentals and Omnia landing page
 - Detailed summary of Omnia Partners member benefits
 - Outline of steps to renting equipment or managing account
 - Point-of-contact information
- Develop content to support Omnia Partners marketing opportunities
 - Email communications
 - Co-branded marketing literature with the exchange of company logos
 - Monthly newsletter
- Sunbelt Rentals has always, and will continue to have a presence at annual NIGP, NAEP and other relevant meetings and industry trade shows
- Sunbelt Rentals will participate in national and regional trade publications
- Customer Relationship Opportunities
 - Customer Relationship Management System (CRM)
 - CRM tool offers various functions to easily monitor and track customer experience
 - Ability to load leads into CRM system and assign Sunbelt Rentals relationship manager
 - Allows relationship manager to include detailed customer notes specific to each account
 - Analyze customer interactions and rental summary with the goal of improving rental solutions for Omnia Partners members
 - Command Center
 - Sunbelt Rentals account management tool gives customers access to rental lifecycle from any device
 - View customized reports, review rental history or favorite items, pay invoices, request service calls, place equipment on or off rent, analyze real time metrics
- Key contacts within Sunbelt Rentals.
 - i. Executive Support – Rick Piper, VP – rick.piper@sunbeltrentals.com



- 912-257-8091
- ii. Marketing - Amanda Kaufmann – Amanda.kaufman@sunbeltrentals.com
803-578-9257
- iii. Sales Natalia Welch, Director – Natalia.welch@sunbeltrentals.com
912-247-0870
- iv. Sales Support Natalia Welch, Director – Natalia.welch@sunbeltrentals.com
912-247-0870
- v. Financial Reporting Nicole Jones – Nicole.jones@sunbeltrentals.com
803-578-5564
- vi. Accounts Payable – Nicole Jones – Nicole.jones@sunbeltrentals.com
803-578-5564
- vii. Contracts – Stephanie Ransone – stephanie.ransone@sunbeltrentals.com
803-578-5020
- Sales Opportunities
 - Sunbelt Rentals Government Account Managers will continue to work with appropriate Omnia Partners Regional Managers and Sunbelt Rentals Sales Representatives to call on end users and drive the overall success of the program
 - Sunbelt Rentals Government Account Managers will continue to meet with appropriate Omnia Partners Regional Managers on a quarterly basis to discuss and measure strategies and performance, as well as new marketing opportunities
 - Sunbelt Rentals Government Account Managers meet with all levels of Sunbelt Rentals sales force to ensure understanding and execution of the agreement
 - Discuss agreement details with Regional Vice Presidents, Regional Sales Directors, District Managers and Sales Representatives to leverage best possible delivery and services for new and existing members
 - To include order origination, fulfillment, and reconciliation within Sunbelts Wynne system, and additional electronic platforms. Electronic platforms include, but are not limited to Sunbelts Command Center application, punch-out catalogs, hosted catalogs, and more.
 - Continue meeting on a quarterly basis to review marketing strategies and to enhance customer service and conflict resolution.
- Previous Fiscal Year Revenue was 20,000,000. Top Customers are listed below



Entity Name	Contact Name	Title	Phone	Email	Description of Service	Annual Volume
City of Charlotte Water	Adrienne Lewis	Procurement Manager	704-336-1050	alewis@ci.charlotte.nc.us	Equipment Rental Services, Pump Bypass Solutions	\$400,000
City of Dallas	Matthew Johnson	Purchasing Manager	214-670-5202	matthew.johnson@cityofdallas.gov	General Construction Equipment Rental	\$200,000
City of Miami	Eric Carpenter	Director Of Purchasing	305-673-7010	ecarpenter@miamigov.org	Equipment Rental Services	\$180,000
Charlotte Douglass Intn'l Airport	Adam Jarman	Director Of Operations	704-591-8649	ajarman@cdia.com	General Construction Equipment Rental	\$100,000
North Carolina Emergency Management Division	Greg Weavil	Director of Logistics	919-717-2426	greg.weavil@ncdps.gov	Emergency Response	\$150,000
City of Farmers Branch	Jeff Fairchild	Purchasing Manager	972-919-2631	jfairchild@cityoffarmersbranch.org	General Construction Equipment Rental	\$40,000
City of Amarillo	Trent Davis	Purchasing Manager	806-378-3570	trent.davis@amarillo.gov	Equipment Rental	\$80,000
City of Fort Worth	Brandy Crane	Accounting Manager	817-392-1234	brandy.crane@fortworthtexas.gov	General Equipment Rental	\$100,000
South Carolina Department of the Adjutant General	Curt Young	Facilities Maintenance Director	803-600-4601	youngsc@tag.scmd.state.sc.us	General Construction Equipment Rental	\$50,000
Broward County	Kevin Allen	Public Works Director	954-523-3404	kallen@broward.org	Equipment Rental	\$125,000

- Contract Sales
 - As the incumbent supplier Sunbelt Rentals has grown the existing contract from the first dollar to 20 million annually. Over the past three years we've averaged over 16% annual growth. Given the current state of the COVID-19 pandemic we cannot guarantee any annual increases. However, we have targeted the following growth figures for the next three years.
 - 20,000,000
 - 22,000,000
 - 24,200,000

- Public Agencies issuing their own solicitations.
 - Sunbelt Rentals will respond with the Master Agreement pricing where applicable. However, in the event a customer does not recognize the Master Agreement and issues their own solicitation Sunbelt Rentals will respond accordingly.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ Equipment and Tool Rental Services (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions

survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____ Sunbelt Rentals, Inc.
_____ Attn: Contract Team
_____ 2341 Deerfield Drive
_____ Fort Mill, SC 29715

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

~~INSERT SUPPLIER ENTITY NAME~~ SUNBELT RENTALS, INC.
NATIONAL

**INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Signature

Name:

Sarah Vavra

Name

Sr. Vice President, Public Sector

Title

Contracting

Title

Date

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____  _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____  _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES  Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES  _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES  _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice

to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding

agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R.

Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and

Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

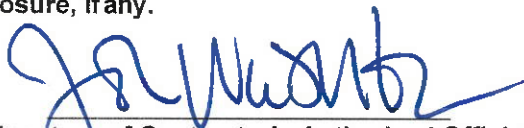
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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



Signature of Contractor's Authorized Official

John Washburn, SVP of Sales & Marketing

Name and Title of Contractor's Authorized Official

July 9, 2020

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
Sunbelt Rentals, Inc.

Address, City, State, and Zip Code:
2341 Deerfield Drive, Fort Mill, SC 29715

Phone Number: (800) 508-4762 Fax Number:
(803) 578-6850

Printed Name and Title of Authorized
Representative: Stephanie Ransone, Sr. Customer Contract Manager

Email Address:
contractteam@sunbeltrentals.com

Signature of Authorized Representative:
July 8, 2020



Date:

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Sunbelt Rentals, Inc.

Street: 2341 Deerfield Drive

City, State, Zip Code: Fort Mill, SC 29715

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Stephanie Ransone, an authorized representative of Sunbelt Rentals, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Ashtead Group, PLC	100 Cheapside, London, England	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 8, 2020
Date


Stephanie Ransone

Sr. Customer Contract Manager
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Sunbelt Rentals, Inc.

Street: 2341 Deerfield Drive

City, State, Zip Code: Fort Mill, SC 29715

State of South Carolina

County of York

I, Stephanie Ransone of the Fort Mill
Name City

in the County of York, State of South Carolina
of full age, being duly sworn according to law on my oath depose and say that:

I am the Sr. Customer Contract Mgr of the firm of Sunbelt Rentals, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Sunbelt Rentals, Inc.
Company Name


Authorized Signature & Title

Stephanie Ransone, Sr. Customer Contract Mgr.

Subscribed and sworn before me

this 8 day of July, 2020

Per Addendum No. 3, any document requiring appearance before a notary shall be waived until a later date or upon Region 4 FSC request.

Notary Public of _____
My commission expires _____, 20____

SEAL

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Sunbelt Rentals, Inc.
Street: 2341 Deerfield Drive
City, State, Zip Code: Fort Mill, SC 29715

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

July 8, 2020
Date



Authorized Signature and Title
Stephanie Ransone, Sr. Customer Contract Manager

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

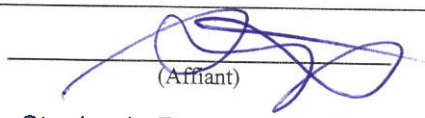
Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Sunbelt is a wholly-owned subsidiary of Ashtead Holding LLC, a Delaware limited liability company, which is	Name: wholly owned subsidiary of Ashtead Holdings Public Limited Company, a UK company, which is a wholly owned
Home Address: wholly owned subsidiary of Ashtead Group plc, a UK company traded on the London Stock Exchange (AHT)	Home Address: AHT
Name: 100 Cheapside, London, England	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 8 day of July, 2020

(Notary Public) **Per Addendum No. 3, any document requiring appearance before a notary shall be waived**
My Commission expires: **until a later date or upon Region 4 ESC request.**


 (Affiant)
Stephanie Ransone, Sr. Customer Contract Mgr
 (Print name & title of affiant)
 (Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: RFP #20-06

Bidder/Offeror: Sunbelt Rentals, Inc.

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Stephanie Ransone

Signature: 

Title: Sr. Customer Contract Manager

Date: July 1, 2020

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SUNBELT RENTALS, INC.

Trade Name:

Address: 80 ARLINGTON AVENUE
KEARNY, NJ 07082

Certificate Number: 0879680

Effective Date: October 27, 2000

Date of Issuance: April 30, 2020

For Office Use Only:

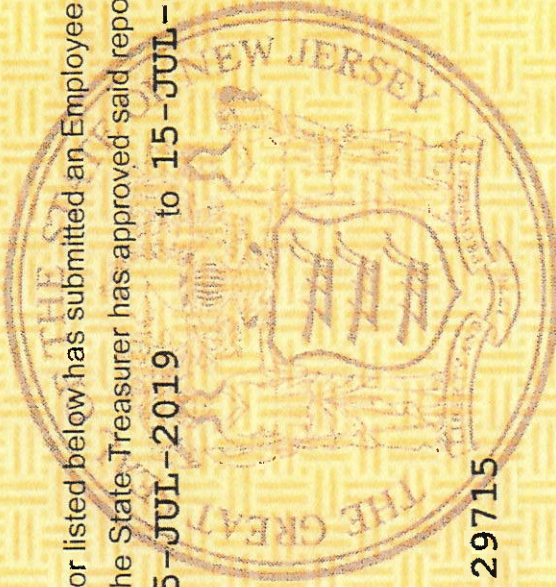
20200430070100772

Certification 56286

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2019** to **15-JUL-2022**

SUNBELT RENTALS, INC.
2341 DEERFIELD DRIVE
FORT MILL SC 29715



A handwritten signature in black ink, reading "Elizabeth M. Muoio", is written over the embossed seal.

ELIZABETH MAHER MUOIO
State Treasurer



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

APPENDIX D



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
TO BE ADMINISTERED BY
OMNIA PARTNERS**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT H
ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA

CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT

LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT

ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA

CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR

YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR

BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION
DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY,
INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT
DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE
SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT,
OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION
DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT,
OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL
DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD
DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR

BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE
DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
OR
CHRISTMAS VALLEY PARK & RECREATION
DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL
DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT
COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR

CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER
DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT
DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION
SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT,
OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,
OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE
DISTRICT, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE
DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT
COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE
DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT
COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION
DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE
DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT,
OR
EAST UMATILLA COUNTY AMBULANCE AREA
HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION
DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD
DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT,
OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR

FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION
DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT,
OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR

HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION
DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION
DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION
DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL
SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT - DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHNOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR

MALHEUR COUNTY VECTOR CONTROL DISTRICT,
OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE
DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION
DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE
DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD
DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY
CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT,
OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT,
OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA
HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT,
OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR

MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT,
OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION
DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKE CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT
COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION
DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT,
OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D., OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
OR

NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR

POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR

RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR

SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT,
OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT,
OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
OR
TILLAMOOK COUNTY EMERGENCY
COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT,
OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR

TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT,
OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION
DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE
DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION
DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT,
OR
WATERBURY & ALLEN DITCH IMPROVEMENT
DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT,
OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL
IMPROVEMENT DISTRICT, OR
WEST MULINOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT,
OR

WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9

CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT

REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT

INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT

TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT
UNTAH RIVER HIGH, UT
UNTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH



OMNIA PARTNERS
RFP#20-06 – Equipment Tool Rental

c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Sunbelt Rentals was formed in 1983 in North Carolina and began providing general construction equipment to the construction industry with two locations. In 1990, The Ashtead Group, a publicly traded company on the U.K. stock exchange, purchased Sunbelt Rentals. Ashtead Group is an international equipment rental company with networks in the United States, United Kingdom and Canada. Through the years, we have worked diligently to expand our equipment offering, and establish our footprint throughout North America. As we expanded, we identified opportunities to diversify and serve additional customer needs. Those needs have resulted in the creation of nine specialty divisions to better serve an increasingly diversified customer base. In 2014, we entered the Canadian market with an acquisition of GWG Rentals Ltd. Since that acquisition we have continued to expand our Canadian presence with greenfield locations and acquisition. Sunbelt Rentals recently re-located our headquarters to Fort Mill, South Carolina, just across the border from North Carolina. We presently operate over 825 locations throughout the United States and Canada.

ii. Describe Offeror's reputation in the marketplace.

Sunbelt Rentals is firmly positioned as the second largest equipment rental provider in North America, outpacing the competition in sales growth, equipment offering, customer response, and customer satisfaction. We strive to be the best equipment rental company in the industry by empowering our teammates to Make It Happen for the customer. We measure our success based on safety, customer satisfaction, and our employees. Sunbelt Rentals sets the bar in our industry when it comes to reputations. We are the top performer, whether on a large emergency sewer bypass project, a weekend project equipment rental or responding to a catastrophic hurricane. With our 15,000 employees and 825 locations across North America we have the most qualified team, broadest and youngest fleet offering, and promise to our customers to uphold a reputation among the best.

iii. Describe Offeror's reputation of products and services in the marketplace.

Sunbelt Rentals equipment can be seen dotting the construction landscape across North America. Just as the equipment rental market has grown over the last three decades, so have we. With the broadest equipment offering, youngest fleet, and widest range of specialty equipment and services in the industry; Sunbelt Rentals customers have the satisfaction of knowing we will exceed their expectation.

We have nine specialty divisions in addition to general tools and construction equipment, these include: power generation, pump solutions, flooring solutions, climate control, facility maintenance, trench shoring, temporary bridging and ground protection, oil and gas, and pile driving solutions.



iv. Describe the experience and qualification of key employees.

Sunbelt Rentals key personnel experience and qualifications begin with our CEO, who's been in the equipment rental industry for over 24 years. He has held multiple positions within Sunbelt Rentals prior to becoming the CEO. He is a visionary when it comes to the opportunities presented with our capabilities. Particularly as it relates to the trend of the transition from ownership to rental, and the public sector.

His vision is shared by executive leadership throughout the company, and in particular with our President of Sunbelt specialty divisions who has over 35 years of industry experience. Also in support of our efforts is our Senior Vice President of Sales and Marketing with over 30 years of experience who oversees Sunbelt Rentals 14 regions. Each region is led by a Regional Vice President and Regional Sales Director who are responsible for all sales and operating aspects within the respective regions. The average industry experience of these leaders is 15 years. The regions are also comprised of District managers, District Sales Managers, Branch Managers, and our large sales force, and service team. Additionally, the Sunbelt Rentals Government Sales Team supports each of these positions that play a vital role in the success of Sunbelt Rentals.

v. Describe Offeror's experience working with the government sector.

Sunbelt Rentals has a dedicated government sales team with over 75 years of combined experience covering all of the U.S. The government sales team is responsible for working on large government customer opportunities, implementing contracts, and overseeing the training and education of our network of 5,000 sellers on selling to government. Sunbelt Rentals has worked with the public since inception. However, this sector has become an area of distinct focus and tremendous growth due in part to our original Region 4 contract award, and the realization of the shift from ownership to rental within this market segment. With this realization, and the Region 4 award Sunbelt Rentals has consistently outpaced our competitors and produced exponential sales growth.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

None

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



Entity Name	Contact Name	Title	Phone	Email	Description of Service	Annual Volume
City of Charlotte Water	Adrienne Lewis	Procurement Manager	704-336-1650	alewis@ci.charlotte.nc.us	Equipment Rental Services, Pump Bypass Solutions	\$400,000
City of Dallas	Matthew Johnson	Purchasing Manager	214-670-5202	matthew.johnson@cityofdallas.gov	General Construction Equipment Rental	\$200,000
City of Miami	Eric Carpenter	Director Of Purchasing	305-673-7010	ecarpenter@miamigov.org	Equipment Rental Services	\$180,000
Charlotte Douglass Intl Airport	Adam Jarman	Director Of Operations	704-591-8649	ajarman@cdia.com	General Construction Equipment Rental	\$100,000
North Carolina Emergency Management Division	Greg Weavil	Director of Logistics	919-717-2426	greg.weavil@ncdps.gov	Emergency Response	\$150,000
City of Farmers Branch	Jeff Fairchild	Purchasing Manager	972-919-2631	jfairchild@cityoffarmersbranch.org	General Construction Equipment Rental	\$40,000
City of Amarillo	Trent Davis	Purchasing Manager	806-378-3570	trent.davis@amarillo.gov	Equipment Rental	\$80,000
City of Fort Worth	Brandy Crane	Accounting Manager	817-392-1234	brandy.crane@fortworthtexas.gov	General Equipment Rental	\$100,000
South Carolina Department of the Adjutant General	Curt Young	Facilities Maintenance Director	803-600-4601	youngsc@tag.scmd.state.sc.us	General Construction Equipment Rental	\$50,000
Broward County	Kevin Allen	Public Works Director	954-523-3404	keallen@broward.org	Equipment Rental	\$125,000

viii. Provide any additional information relevant to this section.

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

The value Sunbelt Rentals brings is in our ability to Make It Happen for the customer. Were more than general tools and equipment, were solutions like:

- Climate Control & HVAC Solutions
- Compressed Air Equipment & Air Tools
- Bridging Solutions
- Earth Moving Equipment
- Entertainment & Special Event Equipment
- Facility Maintenance
- Flooring Solutions
- General Tools & Equipment
- Ground Protection, Turf Protection Mats & Event Flooring
- Industrial Equipment Rental Solutions
- Material Handling
- Industrial Steel & Metal Fabrication
- Mission Critical
- Oil & Gas Services
- Pile Driving & Drilling Equipment
- Pumping Solutions & Fluid Handling
- Power Generation Rental
- Remediation & Restoration
- Scaffolding Supplier & Setup Services
- Shoring Solutions
- Working at Height: Elevating Work Platforms

Most importantly, We Promise; **Availability, Reliability, and Ease** — in terms of both our people and our products. Sunbelt Rentals looks forward to a continued partnership with Region 4. Our dedication to providing the highest level of service 24 hours a day 7 days a week. The value of after-hours response is incalculable. Particularly when we are adding fleet on a daily basis to help



our customers accomplish tasks that are both common and uncommon. Furthermore, we will work with customers to develop a strategy for equipment that may not be common in the equipment rental industry, and providing Safety training and equipment familiarization. - Some trainings will have a cost associated with them depending on the type of requirements. (Training Costs are found in the pricing offer on the worksheet titled SBU Training) Simply put, we are focused on providing solutions to our customers.

WE'LL
MAKE IT
FIT
FOR
YOUR
CORPORATE
NEEDS





YOUR JOB — IS — OUR JOB

At Sunbelt Rentals, we are committed to delivering the equipment, service, and expertise your project requires. And that's not merely a claim. We back it up. Armed with the support and strength of 14,000+ empowered team members, our U.S. and Canadian network of rental locations is poised to quickly deliver ready-to-work equipment when and where you need it.

It's simple, really. Our people, range of products, and broad solutions set us apart in the rental industry, enabling us to provide unparalleled customer experiences.

THE SUNBELT PROMISE

WE PROMISE

AVAILABILITY

We promise to have our core equipment available in the market you are in, or we will leverage our network to source it.

WE PROMISE

RELIABILITY

We will deliver your equipment within 1 hour of our promised delivery time.

While our equipment is on rent, we will be on site within 1 hour of our promised service time.

We provide 24/7 customer support.

WE PROMISE

EASE

We promise total customer satisfaction – in person, online, and by phone.



HOW IT WORKS

Sunbelt Rentals empowers our team members to make renting equipment the easiest part of your job. When you have a job to do, we have a job to do. Your challenges are our challenges, and your deadlines drive ours. That's why when it comes to our people and products, we promise availability, reliability, and ease.



THE POWER OF **SUNBELT**

FULL-SERVICE SOLUTIONS

It's not enough to provide the equipment you need. We're in the problem-solving business. Our team of experts leverage a vast network and "make it happen" attitude to deliver full-service solutions for any project, large or small.



PLANNED AND UNPLANNED NEEDS

Whether you need regular maintenance support or a solution for an unplanned situation, we have the expertise to get the job done. From staged events to long-term rentals, our equipment portfolio is always ready, because your downtime is our go time.

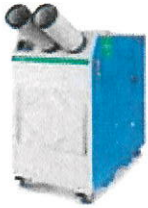
24/7 SUPPORT

Accidents, breakdowns, and emergencies can wreak havoc on project schedules. That's why we offer 24/7 support. When trouble strikes, strike back with a call to the Sunbelt Rentals team of experts.

ONE RENTAL PARTNER DOES IT ALL

Time is money when you're working to meet a tight timeline. Save both by partnering with Sunbelt Rentals. Whether it's a full-service solution or a single tool rental, we're the one stop source for all of your project needs.

SOLUTIONS FOR ANY PROJECT



CLIMATE CONTROL SERVICES

Outfitted with the industry's largest fleet of temperature control equipment, our team of seasoned professionals provides turnkey engineered cooling, heating, and dehumidification solutions for a wide variety of applications.



FLOORING SOLUTIONS

Our flooring experts provide customized solutions for cleaning, maintaining, and restoring all hard and soft surfaces using scrubbers, sweepers, carpet extractors, vacuums, grinders, polishers, and accessories ideal for everything from carpet and resilient surfaces, to finished and unfinished concrete.



GENERAL TOOL & EQUIPMENT

With more than 8,000 product types, we stock the broadest fleet in the rental industry for commercial, residential, industrial, municipal, specialized service industries, and homeowners.



GROUND PROTECTION

We serve the industry with the largest inventory of composite ground protection mats and accessories for rent. Our team of experts will handle everything from initial site visit and installation, to post-project teardown.



INDUSTRIAL HEAT

We deliver site-specific engineered solutions for all industrial heating applications. Our heaters can withstand the harshest weather conditions and include indirect-fired, flameless, hydronic, rig heaters, and more.



INDUSTRIAL SERVICES

Providing comprehensive tool and equipment packages, including on-site tool management, to support all projects and special needs for industrial applications, including plant shutdowns, outages, turnarounds, plant maintenance, and more.



OIL & GAS SERVICES

We offer full start-to-finish support. From site prep to frack, coil tube to completions, we can meet the needs of the most challenging oil and gas project.



POWER & HVAC SERVICES

Backed by a diverse fleet of portable and containerized generators, load banks, air compressors, desiccant dehumidifiers, chillers, cooling towers, and more, our experts specialize in providing custom-designed solutions for a diverse array of projects across a broad range of industries.



PUMP SOLUTIONS

We have equipment and expertise for all major pumping projects, including dewatering job sites, performing large sewer bypasses, fluid handling for industrial facilities, and more.



SCAFFOLD SERVICES

Whether you require 1 assembler or 500, Sunbelt Rentals delivers the scaffolding and manpower you need in a full turnkey solution for commercial and industrial projects.



SHORING SOLUTIONS

Supported by a comprehensive fleet of excavation shoring, structural shoring, and bridging equipment, our team delivers unrivaled safety on any project with the most cost-effective rental options in the industry. Available equipment includes steel and aluminum trench boxes, road plates, sheet pile, frames, slide rail, bridging, and more.

sunbeltrentals.com/solutions



MAKE IT HAPPEN FROM ANYWHERE

COMMAND CENTER

Bring all aspects of the rental process to your web-enabled device and achieve digital control.

- Reserve, rent, or release equipment
- Track fleet in real time
- View equipment on the job
- Reorder with one click
- Manage payables and simplify rental financing
- Manage safety and maintenance schedules
- Receive alerts and notifications

Sign up for a Command Center account at sunbeltrentals.com/command-center



SAFETY IS A CORE VALUE



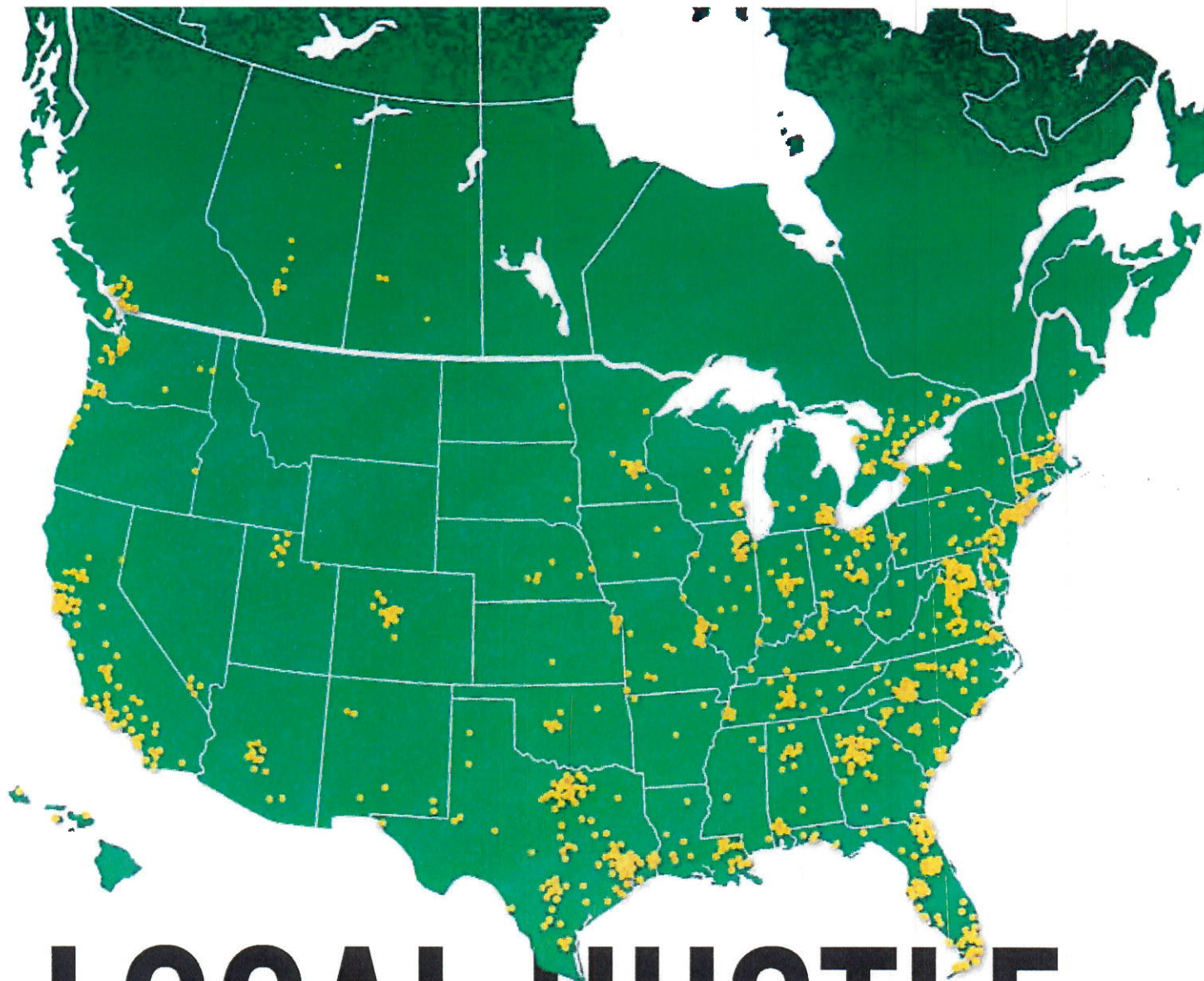
We put it first for both you and our team members every moment of every day. Not only do we earn one of the highest safety records year in and year out, but our rigorous training and prevention model includes the industry's best customer safety training, too.

Training classes available:

- Earthmoving
- Excavation
- Forklift
- MEWP
- Supported and suspended scaffolding

View training courses at sunbeltrentals.com/customerservice/safety





LOCAL HUSTLE NATIONAL MUSCLE

WITH 24/7 SUPPORT THROUGHOUT THE U.S. AND CANADA, YOU'LL FIND
A SUNBELT RENTALS LOCATION NEARBY TO SERVE ALL YOUR RENTAL NEEDS.



800-667-9328 | sunbeltrentals.com.

SBR995-CG 7/19R



EQUIPMENT RENTAL SOLUTIONS

1-800-667-9328 | SUNBELTRENTALS.COM

Aerial Work Platforms

Atrium Lifts
Manlifts, Articulating
Manlifts, Single
Manlifts, Straight Boom
Manlifts, Towable
Scissor Lifts, Electric
Scissor Lifts, Rough Terrain

Air Compressors

Diesel Air Compressors
Dust Collectors
Electric Air Compressors
Portable Gas Air Compressors
High-Pressure Air Compressors
Instrument Quality Air Compressors

Air Compressor Accessories

Air Hose, Air Manifolds
Aftercoolers Dryers
Aftercoolers Filters
Aftercoolers Separators
Desiccant Dryers
Refrigerated Dryers

Air Conditioners

Heat Pumps
Industrial Air Conditioners
Portable Air Conditioners

Air Handlers & Chillers

Air-cooled Chillers
Air Handling Units
Glycol Holding Tanks

Air Tools

Backfill Tampers
Chipping Hammers
Impact Wrenches
Industrial Air Tools
Nailers & Staplers
Paving Breakers
Post Drivers
Rivet Busters
Rock Drills

Backhoe Loaders

Backhoe Loaders
Compact Backhoe Loaders

Chain Hoists & Air Winches

Air Chain Hoists
Air Winches
Beam Trolleys & Clamps
Electric Chain Hoists
Gantry Cranes
Lever Hoists
Manual Chain Hoists

Compaction Equipment

Asphalt Rollers
Jumping Jack Tampers/Hammers
Trench Rollers, Walk-Behind
Vibratory Compactors, Ride-On
Vibratory Plate Compactors

Concrete/Masonry Equipment

Mixing & Placing Equipment
Concrete Buckets
Concrete Mixers
Georgia Push Buggies
Mortar Mixers, Multi-Use Mixers
Power Buggies
Rebar Cutters & Benders
Vibrators

Cutting & Drilling Equipment

Concrete Saws, Early Entry
Concrete Saws, Push Type
Concrete Saws, Self-Propelled
Crack Chasers
Diamond & Abrasive Blades
Diamond Chain Saws
Diamond Core Drills & Bits
Gas Breakers
Hydraulic Splitters
Masonry & Tile Saws
Power Cutoff Saws

Concrete Finishing Equipment

Hand Finishing Tools
Power Trowels
Vibratory Screeds

Surface Preparation Equipment

Concrete Ceiling Grinders
Concrete Floor Grinders
Concrete Planers (Scarifiers)
Dust Collector Vacuums
Grinder-Vacs

Magnetic Sweepers
Scabblers, Air-Powered
Shot Blasters, Portable
Traffic Line Removers

Conveyors

Portable Conveyors
Sectional Conveyors

Cranes

Carry Deck Cranes
Portable Industrial Cranes

Dehumidifiers/Remediation Equipment

Air Movers, Carpet Dryers
Air Scrubbers, Portable
Containment Area Enclosures
Dehumidifiers, Industrial Refrigerant
Dehumidifiers, Large Desiccant
Dehumidifiers, Portable Refrigerant
Dehumidifiers, High Static Blowers
Hybrid Cooling Units
Indirect-Fired Heaters

Dozers & Crawler Loaders

Inline Electric Blowers
Insulation Vacuums
Negative Air Machines
Sunbelt Air Monitoring System

Dozers & Crawler Loaders

Crawler Dozers
Crawler Loaders

Drain & Sewer

Cleaning/Inspection

Pipe & Drain Cleaners
Pipe Freezers
Video Pipe Inspectors

Electric Tools

Angle & Die Grinders
Demolition Hammers
Drills, Hand-Held & Magnetic
Drywall Screwdrivers
Heat Guns
Impact Wrenches
Rotary & Combination Hammers
Routers & Planers
Sanders
Saws
Shears

Excavators

Hydraulic Excavators
Mini-Excavators

Fans/Blowers/Ventilators

Confined Space Ventilators
Electric Floor Fans
Evaporative Cooling Fans
Hazardous Location Ventilators
Tank Fans
Venturi Air Horns

Floor & Carpet Care Equipment

Air Scales
Carpet Extractors
Carpet Tools
Flood Pumper Vacuum
Floor Buffers
Floor Burnishers
Floor Sanders
Floor Scrubbers
Floor Strippers
Floor Sweepers
Flooring Tools
Hardwood Floor Nailers

Forklifts

Industrial Warehouse Forklifts
Straight Mast RT Forklifts
Shooting Boom Forklifts

Fuel Tanks

Auxiliary Fuel Tanks
Propane Tanks

Generators

Diesel Industrial Generators
Diesel Mobile Set Generators
Diesel Towable Generators
Gas Portable Generators
Natural Gas Generators

Generator Accessories

Distribution Panels
Fuseable Disconnect Switches
Power Cable
Power Distribution Accessories
Remote Monitoring Systems
Step-Down Transformers
Transfer Switches

Ground Protection

Containment Berms
Ground Protection Mats

Heaters

Convection Heaters
Direct-Fired Heaters, Oil
Direct-Fired Heaters, Natural Gas
Direct-Fired Heaters, Propane
Electric Heaters
Flameless Heaters
Heat Pumps
Hydronic Ground Heaters
Indirect-Fired Heaters, Oil
Indirect-Fired Heaters, Natural Gas
Indirect-Fired Heaters, Propane
Industrial Heaters
Inline Heaters
Radiant & Infrared Heaters
Steam Heaters

Hydraulic Breakers/Demolition Attachments

Hydraulic Demolition Breakers
Hydraulic Plate Tampers

Hydraulic Cylinders & Pumps

Double-Acting Cylinders
Electric Pumps
Hand Pumps
Hydraulic Maintenance Sets
Pull Cylinders
Single-Acting Cylinders

Hydraulic Tools

Cutterheads
Flange Spreaders
Nut Splitters
Punches
Torque Wrenches, Hexagon Cassette
Torque Wrenches, Square Drive
Torque Wrench Pumps
"Wedgie" Spreaders

Industrial Vehicles

Electric Material Carts
Golf Carts
Utility Vehicles

Jacks

Engine Hoists & Stands
Hydraulic Bottle Jacks
Hydraulic Toe Jacks
Jack Stands
Railroad Jacks
Screw Jacks
Service & Transmission Jacks

Laser & Optical Levels

Ceiling & Drywall Lasers
Grade Rods & Tripods
Laser Grade Levels
Optical Levels
Pipe Lasers

Lawn & Landscape

Aerators
Backpack Blowers
Bark Blowers
Bed Edger/Trenchers
Brush Cutters
Chain Saws
Dethatchers
Garden Tillers
Gas-Powered Drills
Hedge Trimmers
Hydroseeders
Lawn Mowers
Lawn Spreaders & Rollers
Lawn Vacuums
Leaf Blowers
Log Splitters
Metal Detector
Overseeders
Pole Pruners
Post Hole Augers
Sod Cutters
Straw Blowers
Trimmers & Edgers
Wheelbarrows

Lighting Equipment

Bucy Lights
Hazardous Location Lighting
Light Towers, Diesel Towable
Light Towers, Solar Towable
Magnetic Work Lights
Mobile Surveillance Camera Trailer
Portable Light Stands

Load Banks

Load Banks - Resistive/Reactive
Load Banks - DC

Material Handling Equipment

Appliance Trucks
Dockplates
Drywall Lifts & Carts
Glass Lifts
Glass Suction Cups
Hand Trucks & Dollies
Loading Equipment
Pallet Trucks
Pipe Handling Equipment
Portable Material Lifts
Roller Skid Systems
Sandusky Crate Wagons
Trash Skips

Mechanical & Electrical Contractor Trade Tools

Cable Benders
Cable Cutters
Cable Pullers & Feeders
Cable Reel Rollers
Cable Reel Stands
Chain Vise, Portable
Circuit Tracers
Conduit Benders
Conduit Racks
Crimping Tools
Hole Cutting Tools
Hydraulic Punch Drivers
Pipe Cutters
Pipe Threaders
Pipe Tools
PVC Heaters
Power Fish Systems
Roll Groovers
Siding Brakes
Wire Carts

Media Blasters

Dry Ice Blasters
Portable Abrasive Blasters
Soda Blasters
Vapor Abrasive Blasters

Paint Sprayers

Airless Sprayers
Fine Finish Sprayer
Industrial Sprayers
Line Strippers
Texture Sprayers
Wallpaper Steamers

Pile Driving Equipment

Concrete Pile Cutters
Diesel Pile Hammers
Hydraulic Power Units
Vibratory Driver/Extractors

Pressure Washers

Cold Water Pressure Washers
Hot Water Pressure Washers
Industrial Hot/Cold Pressure Washers
Pressure Washer Accessories

Pumps

Air Diaphragm Pumps
Double Diaphragm Pumps
Diesel Trash Pumps
Electric Drive Trash Pumps
Electric Submersible Pumps
Gas Portable Pumps
High Head Diesel Pumps
Hydraulic Power Packs
Hydraulic Submersible Pumps
Hydrostatic Test Pumps
Silenced Diesel Trash Pumps
Wellpoint Pumps

Pump Accessories

Auto-Start Systems
Auxiliary Fuel Tanks
Bauer Pipe & Fittings
HDPE Pipe & Fittings
LOFA Panels
Hose & Fittings
Pipe Plugs
Remote Monitoring Systems
Road Ramps
Transducers
Valves & Flanges

Scaffolding & Ladders

General-Purpose

Frame Scaffolding
Interior Adjustable Scaffolding
Ladders

Full-Service Scaffolding

Aluminum Stages
FIXEO Swing Stage
Frame Scaffolding
Mast Climbing Work Platforms
Portable Hoists
Suspended Platforms
Systems Scaffolding
Transport Platforms

Skid-Steer Loaders

Compact Skid-Steer Loaders
Skid-Steer Loaders
Skid-Steer Track Loaders
Skid-Steer Attachments

Storage Containers

Roller Skid Systems
Large Storage Containers
Mobile Storage Boxes
Trash Skips

Street Sweeper/Brooms

Street Sweepers
Angle Broom Attachments

Stump Grinders

Stump Grinders, Self-Propelled
Stump Grinders, Walk-behind

Tractors & Landscape Loaders

Landscape Loaders
Off-road Dump Trailers
Tractor Attachments
Utility Tractors

Traffic Safety Equipment

Barricades & Warning Lights
Solar Arrow & Message Boards
Traffic Cones & Barrels
Traffic Control Signs

Trailers

Box Utility Trailers
Folding Ramp & Tilt Deck Trailers
Hydraulic Dump Trailers
Platform Lift Trailers
Water Trailers

Trench Shoring Equipment

Aluminum Lite-Shields
Bedding/Rock Boxes, Steel
Hydraulic Shoring Shields
Hydraulic Vertical Shores
Manhole Shields, Steel
Trench Boxes, Aluminum
Trench Boxes, Steel
Road Plates, Steel
Water Tap Boxes, Steel

Trenchers

Cable Locators
Ride-On Trenchers
Rock Saws
Vibratory Plows
Walk-Behind Trenchers

Trenchless Technology

Trenchless Boring Tools
Vacuum Evacuator Systems

Trucks, Rental

Boom Trucks
Dump Trucks
Water Trucks

Vacuums

Back Pack Vacuums
Cleanroom & HEPA Vacuums
Hazardous Material Vacuums
Wet/Dry Vacuums

Welding & Plasma Cutting Equipment

Engine-Driven Welders
Fume Extractors
Inverter Welders
MIG Welders
Multi-Operator Welders
Multiprocess Welders
Pipe & Fabrication Stands
Pipe Bevelers
Plasma Cutters
Rod Ovens
TIG Welders
Wire Feeders, Portable

Wheel Loaders

Compact Wheel Loaders
Large Wheel Loaders

Wood & Brush Chippers

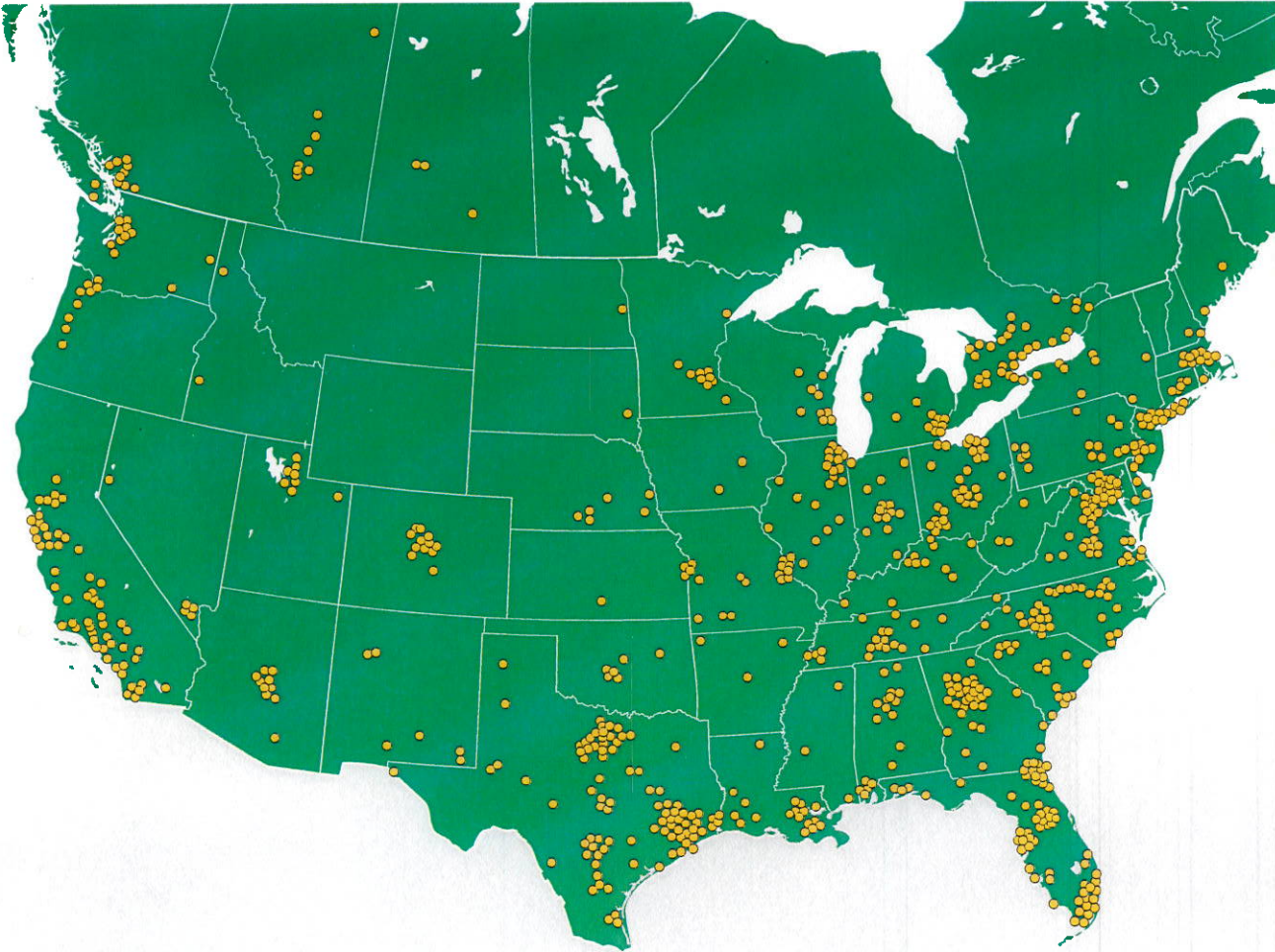
Diesel Chippers
Gas Chippers

Rental Accessories

& Safety Supplies Available

SUNBELT RENTALS LOCATIONS

U.S. AND CANADA



Sunbelt Rentals is one of the largest equipment rental companies in North America. Backed by an ever expanding network, Sunbelt successfully services a variety of customers — from those in the commercial, residential, industrial, municipal and specialized service industries, to weekend do-it-yourselfers.

Designed to serve distinct customer segments requiring a high level of technical expertise, our specialty divisions offer a highly diversified product mix, as well as trained experts.

sunbeltrentals.com

General Tool & Equipment **1-800-667-9328**

Toll-free numbers that connect you to the nearest Sunbelt Rentals specialty locations.

Climate Control Services: **800-892-8677**
Facility Maintenance: **800-508-4760**
Flooring Solutions: **844-723-4778**
GSA Services: **800-667-9328**
Industrial Heat: **833-723-4328**
Industrial Services: **855-260-6726**

Oil & Gas Services: **877-687-1146**
Pile Driving Equipment: **800-223-8427**
Power & HVAC Services: **800-736-2504**
Pump Solutions: **800-736-2504**
Remediation & Restoration: **800-508-4760**
Scaffold Services: **866-784-1785**

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.*

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

***Page 11, Section A - Any reference to Market Basket or how it was developed is considered confidential and proprietary and exempt from disclosure.**

July 9, 2020

Date



Authorized Signature & Title


John Washburn, SVP of Sales & Marketing

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Sunbelt Rentals, Inc.

Contact 

Signature
Stephanie Ransone
Printed Name
Sr. Customer Contract Manager
Position with Company

Address 2341 Deerfield Drive
Fort Mill, SC 29715

Official Authorizing Proposal 

Signature
John Washburn
Printed Name
SVP, Sales & Marketing
Position with Company

Phone (800) 508-4762

Fax (803) 578-6850

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sunbelt Rentals, Inc.
Fort Mill, SC United States

Certificate Number:
2020-639362

Date Filed:
07/02/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20-06
Equipment and Tool Rental Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ashtead Group, PLC	London England United Kingdom	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Stephanie Ransone, and my date of birth is _____.

My address is 2341 Deerfield Drive, Fort Mill, SC, 29715, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in York County, State of SC, on the 8 day of July, 2020.
(month) (year)

Sunbelt Rentals, Inc.

Signature of authorized agent of contracting business entity
Stephanie Ransone, Sr. Customer Contract Manager
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Stephanie Ransone, Sr. Customer Contract Manager, as an authorized representative of

Sunbelt Rentals, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative
Stephanie Ransone, Sr. Customer Contract Manager

July 8, 2020

Date

FINANCIAL STATEMENTS

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INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF ASHTEAD GROUP PLC

Report on the audit of the financial statements

Opinion

In our opinion:

- the financial statements of Ashtead Group plc ('the Company') and its subsidiaries ('the Group') give a true and fair view of the state of the Group's and of the Company's affairs as at 30 April 2019 and of the Group's profit for the year then ended;
- the Group financial statements have been properly prepared in accordance with International Financial Reporting Standards as adopted by the European Union and IFRS as issued by the International Accounting Standards Board;
- the Company financial statements have been properly prepared in accordance with IFRS as adopted by the European Union and as applied in accordance with the provisions of the Companies Act 2006; and
- the financial statements have been prepared in accordance with the requirements of the Companies Act 2006 and, as regards the Group financial statements, Article 4 of the IAS Regulation.

We have audited the financial statements which comprise:

- the Consolidated income statement;
- the Consolidated statement of comprehensive income;
- the Consolidated and Company balance sheets;
- the Consolidated and Company statements of changes in equity;
- the Consolidated and Company cash flow statement; and
- the related notes 1 to 32.

The financial reporting framework that has been applied in their preparation is applicable law and IFRS as adopted by the European Union and, as regards the Company financial statements, as applied in accordance with the provisions of the Companies Act 2006.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) ('ISAs (UK)') and applicable law. Our responsibilities under those standards are further described in the auditor's responsibilities for the audit of the financial statements section of our report.

We are independent of the Group and the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the Financial Reporting Council's ('the FRC's') Ethical Standard as applied to listed public interest entities, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We confirm that the non-audit services prohibited by the FRC's Ethical Standard were not provided to the Group or the Company.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Summary of our audit approach

KEY AUDIT MATTERS	<p>The key audit matters that we identified in the current year were:</p> <ul style="list-style-type: none"> – carrying value of rental fleet; and – revenue recognition – manual top-side intervention. <p>In FY2018, we considered accounting for acquired intangible assets to be a key audit matter, due to the acquisition of CRS and its significance to the Canadian business. In the current year, there are no similarly significant acquisitions and therefore we do not consider accounting for acquired intangible assets to be a key audit matter.</p>
MATERIALITY	The materiality that we used in the current year was £45m (2018: £37m), which was determined on the basis of three-year average profit before tax.
SCOPING	Consistent with previous years, we performed audit work at three (2018: three) components: the Group head office and A-Plant in the UK, and Sunbelt US.

Conclusions relating to going concern, principal risks and viability statement

GOING CONCERN

We have reviewed the directors' statement on page 93 in the financial statements about whether they considered it appropriate to adopt the going concern basis of accounting in preparing them and their identification of any material uncertainties to the Group's and Company's ability to continue to do so over a period of at least 12 months from the date of approval of the financial statements.

We considered as part of our risk assessment the nature of the Group, its business model and related risks including where relevant the impact of Brexit, the requirements of the applicable financial reporting framework and the system of internal control. We evaluated the directors' assessment of the Group's ability to continue as a going concern, including challenging the underlying data and key assumptions used to make the assessment, and evaluated the directors' plans for future actions in relation to their going concern assessment.

We are required to state whether we have anything material to add or draw attention to in relation to that statement required by Listing Rule 9.8.6R(3) and report if the statement is materially inconsistent with our knowledge obtained in the audit.

We confirm that we have nothing material to report, add or draw attention to in respect of these matters.

PRINCIPAL RISKS AND VIABILITY STATEMENT

Based solely on reading the directors' statements and considering whether they were consistent with the knowledge we obtained in the course of the audit, including the knowledge obtained in the evaluation of the directors' assessment of the Group's and the Company's ability to continue as a going concern, we are required to state whether we have anything material to add or draw attention to in relation to:

- the disclosures on pages 32 to 35 that describe the principal risks and explain how they are being managed or mitigated;
- the directors' confirmation on page 32 that they have carried out a robust assessment of the principal risks facing the Group, including those that would threaten its business model, future performance, solvency or liquidity; or
- the directors' explanation on page 35 as to how they have assessed the prospects of the Group, over what period they have done so and why they consider that period to be appropriate and their statement as to whether they have a reasonable expectation that the Group will be able to continue in operation and meet its liabilities as they fall due over the period of their assessment, including any related disclosures drawing attention to any necessary qualifications or assumptions.

We confirm that we have nothing material to report, add or draw attention to in respect of these matters.

We are also required to report whether the directors' statement relating to the prospects of the Group required by Listing Rule 9.8.6R(3) is materially inconsistent with our knowledge obtained in the audit.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period and include the most significant assessed risks of material misstatement (whether or not due to fraud) that we identified. These matters included those which had the greatest effect on the overall audit strategy, the allocation of resources in the audit and directing the efforts of the engagement team.

These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

CARRYING VALUE OF RENTAL FLEET

Key audit matter description As set out in Note 13, the Group holds £8.3bn (2018: £6.6bn) of rental fleet at cost (£5.4bn net book value (2018: £4.4bn net book value)). These assets represent 65% (2018: 66%) of the Group's gross assets. The movement in the balance from prior year is principally due to £1.7bn of new additions and acquisitions, foreign exchange movements of £211m, offset by £902m of depreciation and disposals.

There is a risk that an impairment required to the Group's rental fleet is not identified, properly quantified or recorded and that the carrying value of the rental fleet assets is misstated.

The Group's accounting policy as disclosed in Note 2 sets out that the assets are recorded at cost (including transportation costs from the manufacturer to the initial rental location), less accumulated depreciation and any provisions for impairment. The Group's approach for estimating the useful lives and residual values is also explained.

Management's assessment of carrying values is based on a long-term assessment over the economic cycle given the long-term nature of the assets. The directors apply judgement in determining the appropriate carrying value of the assets.

As described in the Audit Committee report on page 68, management undertakes an annual review of the appropriateness of the useful lives and residual values assigned to property, plant and equipment, including the rental fleet, and assesses whether they continue to be appropriate and whether there are any indications of impairment.

How the scope of our audit responded to the key audit matter We tested the design, implementation and operating effectiveness of the key controls over the impairment review process at Sunbelt US, which accounts for £4.6bn of the net book value of the rental fleet. We also evaluated the design and implementation of key controls at A-Plant.

We considered management's analysis of impairment indicators, understood and challenged the key judgements and the impact that each of these has in determining whether an impairment exists.

In particular, we focused our testing on returns on investment by asset class, fleet utilisation and profits recorded on asset disposals. We also assessed whether the accounting for the rental fleet and associated disclosures were in line with the Group's accounting policies.

Key observations We consider that management's consideration of carrying values, including useful lives and residual values, incorporates an appropriate degree of prudence for the purposes of the impairment assessment. As a result of the detailed audit work we performed, we are satisfied that the carrying value of the rental fleet is not materially misstated.

REVENUE RECOGNITION

Key audit matter description As disclosed in the Group's accounting policy note on revenue (Note 2), rental revenue, including loss damage waiver and environmental fees, is recognised on a straight-line basis over the period of the rental contract. Because a rental contract can extend across financial reporting periods, the Group records accrued revenue (unbilled rental revenue) and deferred revenue at the beginning and end of each reporting period so that rental revenue is appropriately stated in the financial statements.

Given the high-volume and low-value nature of transactions in the Group's revenue balance we identified a risk of misstatement arising from management intervention, whether due to fraud or error, through top-side journals, including manipulation of the accrued revenue (unbilled rental revenue) and deferred revenue judgements.

How the scope of our audit responded to the key audit matter We evaluated the design and implementation of controls over the revenue cycle throughout the Group and tested the operating effectiveness of controls over revenue at Sunbelt.

We carried out data analysis at Sunbelt US to perform a detailed assessment by store, looking at year-over-year changes in revenue to identify any outliers and identify instances of potential management intervention. We also used data analytic techniques to identify and profile all manual top-side adjustments impacting the revenue balance. Top-side adjustments that were identified as potentially non-recurring or unusual were subject to focused testing on a sample basis. We obtained the relevant supporting documentation in order critically to assess the accuracy and appropriateness of journal postings.

Key observations Based on the procedures performed, we did not identify any material exceptions or evidence of management bias or manipulation of the revenue account and are satisfied that the amounts recorded are in line with the Group's accounting policies.

Our application of materiality

We define materiality as the magnitude of misstatement in the financial statements that makes it probable that the economic decisions of a reasonably knowledgeable person would be changed or influenced. We use materiality both in planning the scope of our audit work and in evaluating the results of our work.

Based on our professional judgement, we determined materiality for the financial statements as a whole as follows:

	GROUP FINANCIAL STATEMENTS	COMPANY FINANCIAL STATEMENTS
MATERIALITY	£45m (2018: £37m)	£18.8m (2018: £21.9m)
BASIS FOR DETERMINING MATERIALITY	In determining our materiality, we took a three-year average profit before tax and applied a benchmark of 5% to arrive at materiality. This approach is consistent with the approach adopted in the prior year.	3% of the Company net assets, which is consistent with the basis used in the prior year.
RATIONALE FOR THE BENCHMARK APPLIED	Profit before tax has been used as it is the primary measure of performance used by the Group. We have used average reported profit before tax over the past three years to reflect the cyclical nature of the industry in which the Group operates.	As the Company is a holding company, we considered net assets to be the most appropriate benchmark.

We agreed with the Audit Committee that we would report to the Committee all audit differences in excess of £2m (2018: £1.8m), as well as differences below that threshold that, in our view, warranted reporting on qualitative grounds. We also report to the Audit Committee on disclosure matters that we identified when assessing the overall presentation of the financial statements.

An overview of the scope of our audit

Our Group audit was scoped by obtaining an understanding of the Group and its environment, including group-wide controls, and assessing the risks of material misstatement at the Group level. Audit work to respond to the risks of material misstatement consisted of a combination of the work performed by separate component teams in the UK and US as well as the Group audit team in the UK.

The Group comprises four (2018: four) principal components: the Head Office in the UK; A-Plant in the UK; Sunbelt US; and Sunbelt Rentals of Canada. The Group audit team performed a full scope audit of the Head Office component and local component audit teams performed full-scope audits at both A-Plant and Sunbelt US, consistent with the prior year approach.

The three locations where we performed full audit procedures represent 96% (2018: 96%) of the Group's revenue, 97% (2018: 98%) of the Group's profit before tax and 98% (2018: 98%) of the Group's net assets. They were also selected to provide an appropriate basis for undertaking audit work to address the risks of material misstatement identified above. Our audit work at the three locations was executed at levels of materiality applicable to each individual location, which were lower than Group materiality and ranged from £18.0m to £40.5m.

The Sunbelt US component team also performed a review of the financial information of the operations in Sunbelt Canada, which represents 4% of the Group's revenue, 3% of the Group's profit before tax and 2% of the Group's net assets.

Members of the Group audit team, including the lead audit partner, visited the component audit teams during the financial year and after the year end to oversee the work performed by the component teams. At the Group level we also tested the consolidation.

OTHER INFORMATION

The directors are responsible for the other information. The other information comprises the information included in the Annual Report, other than the financial statements and our auditor's report thereon.

We have nothing to report in respect of these matters.

Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in our report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact.

In this context, matters that we are specifically required to report to you as uncorrected material misstatements of the other information include where we conclude that:

- **Fair, balanced and understandable** – the statement given by the directors that they consider the Annual Report and financial statements taken as a whole is fair, balanced and understandable and provides the information necessary for shareholders to assess the Group's position and performance, business model and strategy, is materially inconsistent with our knowledge obtained in the audit; or
- **Audit Committee reporting** – the section describing the work of the Audit Committee does not appropriately address matters communicated by us to the Audit Committee; or
- **Directors' statement of compliance with the UK Corporate Governance Code** – the parts of the directors' statement required under the Listing Rules relating to the Company's compliance with the UK Corporate Governance Code containing provisions specified for review by the auditor in accordance with Listing Rule 9.8.10R(2) do not properly disclose a departure from a relevant provision of the UK Corporate Governance Code.

Responsibilities of directors

As explained more fully in the Statement of directors' responsibilities, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the Group's and the Company's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or the Company or to cease operations, or have no realistic alternative but to do so.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Details of the extent to which the audit was considered capable of detecting irregularities, including fraud are set out below.

A further description of our responsibilities for the audit of the financial statements is located on the FRC's website at: www.frc.org.uk/auditorsresponsibilities. This description forms part of our auditor's report.

Extent to which the audit was considered capable of detecting irregularities, including fraud

We identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and then design and perform audit procedures responsive to those risks, including obtaining audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Identifying and assessing potential risks related to irregularities

In identifying and assessing risks of material misstatement in respect of irregularities, including fraud and non-compliance with laws and regulations, our procedures included the following:

- enquiring of management, internal legal counsel and the Audit Committee, including obtaining and reviewing supporting documentation, concerning the Group's policies and procedures relating to:
 - identifying, evaluating and complying with laws and regulations and whether they were aware of any instances of non-compliance;
 - detecting and responding to the risks of fraud and whether they have knowledge of any actual, suspected or alleged fraud; and
 - the internal controls established to mitigate risks related to fraud or non-compliance with laws and regulations;
- discussing among the engagement team, including component audit teams, how and where fraud might occur in the financial statements and any potential indicators of fraud. As part of this discussion we considered the potential risk of fraud in revenue recognition; and
- obtaining an understanding of the legal and regulatory frameworks in which the Group operates, focusing on those laws and regulations that have a direct effect on the financial statements or that have a fundamental effect on the operations of the Group. The key laws and regulations we considered in this context included the UK Companies Act 2006, the Listing Rules, the UK Corporate Governance Code, pensions legislation and UK and overseas tax legislation.

Audit response to risks identified

As a result of performing the above, we identified revenue recognition as a key audit matter related to the potential risk of fraud. The key audit matters section of our report explains the matter in more detail and also describes the specific procedures we performed in response to that key audit matter.

In addition to the above, our procedures to respond to risks identified included the following:

- reviewing the financial statement disclosures and testing to supporting documentation to assess compliance with relevant laws and regulations discussed above;
- enquiring of management, the Group's performance standards function (which is responsible for assessing store compliance with operating policies), the Audit Committee and in-house legal counsel concerning actual and potential litigation and claims;
- performing analytical procedures to identify any unusual or unexpected relationships that may indicate risks of material misstatement due to fraud;
- reading minutes of meetings of those charged with governance, reviewing internal audit reports and reviewing correspondence with taxation authorities; and
- in addressing the risk of fraud through management override of controls, testing the appropriateness of journal entries and other adjustments; assessing whether the judgements made in making accounting estimates are indicative of a potential bias; and evaluating the business rationale of any significant transactions that are unusual or outside the normal course of business.

We also communicated relevant identified laws and regulations and potential fraud risks to all engagement team members including internal specialists and component audit teams, and remained alert to any indications of fraud or non-compliance with laws and regulations throughout the audit.

Report on other legal and regulatory requirements**Opinions on other matters prescribed by the Companies Act 2006**

In our opinion the part of the Remuneration report to be audited has been properly prepared in accordance with the Companies Act 2006.

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the Strategic report and the Directors' report for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the Strategic report and the Directors' report have been prepared in accordance with applicable legal requirements.

In the light of the knowledge and understanding of the Group and the Company and their environment obtained in the course of the audit, we have not identified any material misstatements in the Strategic report or the Directors' report.

Matters on which we are required to report by exception

ADEQUACY OF EXPLANATIONS RECEIVED AND ACCOUNTING RECORDS

Under the Companies Act 2006 we are required to report to you if, in our opinion:

- we have not received all the information and explanations we require for our audit; or
- adequate accounting records have not been kept by the parent company, or returns adequate for our audit have not been received from branches not visited by us; or
- the Company financial statements are not in agreement with the accounting records and returns.

We have nothing to report in respect of these matters.

DIRECTORS' REMUNERATION

Under the Companies Act 2006 we are also required to report if in our opinion certain disclosures of directors' remuneration have not been made or the part of the Remuneration report to be audited is not in agreement with the accounting records and returns.

We have nothing to report in respect of these matters.

Other matters

Auditor tenure

Following the recommendation of the Audit Committee, we were appointed by the Board of directors in 2004 to audit the financial statements for the year ended April 2004 and subsequent financial periods. The period of total uninterrupted engagement including previous renewals and reappointments of the firm is 16 years, covering the years ended April 2004 to April 2019.

Consistency of the audit report with the additional report to the Audit Committee

Our audit opinion is consistent with the additional report to the Audit Committee we are required to provide in accordance with ISAs (UK).

Use of our report

This report is made solely to the Company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the Company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's members as a body for our audit work, for this report, or for the opinions we have formed.



**WILLIAM SMITH
(SENIOR STATUTORY AUDITOR)**

for and on behalf of Deloitte LLP
Statutory Auditor
London, UK
17 June 2019

CONSOLIDATED FINANCIAL STATEMENTS

Consolidated income statement

for the year ended 30 April 2019

	Notes	2019			2018		Total £m
		Before amortisation £m	Amortisation £m	Total £m	Before exceptional items and amortisation £m	Exceptional items and amortisation £m	
Revenue							
Rental revenue		4,138.0	-	4,138.0	3,418.2	-	3,418.2
Sale of new equipment, merchandise and consumables		170.5	-	170.5	139.2	-	139.2
Sale of used rental equipment		191.1	-	191.1	148.6	-	148.6
		4,499.6	-	4,499.6	3,706.0	-	3,706.0
Operating costs							
Staff costs	4	(1,019.4)	-	(1,019.4)	(863.4)	-	(863.4)
Used rental equipment sold	4	(159.7)	-	(159.7)	(128.2)	-	(128.2)
Other operating costs	4	(1,213.9)	-	(1,213.9)	(981.3)	-	(981.3)
		(2,393.0)	-	(2,393.0)	(1,972.9)	-	(1,972.9)
EBITDA*		2,106.6	-	2,106.6	1,733.1	-	1,733.1
Depreciation	4	(843.0)	-	(843.0)	(695.6)	-	(695.6)
Amortisation of intangibles	4, 5	-	(50.7)	(50.7)	-	(43.5)	(43.5)
Operating profit	3, 4	1,263.6	(50.7)	1,212.9	1,037.5	(43.5)	994.0
Investment income	6	0.1	-	0.1	-	-	-
Interest expense	6	(153.5)	-	(153.5)	(110.2)	(21.7)	(131.9)
Profit on ordinary activities before taxation		1,110.2	(50.7)	1,059.5	927.3	(65.2)	862.1
Taxation	7, 19	(274.9)	12.3	(262.6)	(294.8)	401.5	106.7
Profit attributable to equity holders of the Company		835.3	(38.4)	796.9	632.5	336.3	968.8
Basic earnings per share	9	174.2p	(8.1p)	166.1p	127.5p	67.8p	195.3p
Diluted earnings per share	9	173.4p	(8.0p)	165.4p	126.9p	67.5p	194.4p

* EBITDA is presented here as an alternative performance measure as it is commonly used by investors and lenders.

All revenue and profit for the year is generated from continuing operations.

Consolidated statement of comprehensive income

for the year ended 30 April 2019

	Notes	2019 £m	2018 £m
Profit attributable to equity holders of the Company for the financial year		796.9	968.8
Items that will not be reclassified to profit or loss:			
Remeasurement of the defined benefit pension plan	23	(3.7)	8.7
Tax on defined benefit pension plan		0.7	(1.5)
		(3.0)	7.2
Items that may be reclassified subsequently to profit or loss:			
Foreign currency translation differences		108.9	(115.2)
Total comprehensive income for the year		902.8	860.8

Consolidated balance sheet

at 30 April 2019

	Notes	2019 £m	2018 £m
Current assets			
Inventories	10	83.5	55.2
Trade and other receivables	11	843.6	669.4
Current tax asset		25.3	23.9
Cash and cash equivalents	12	12.8	19.1
		965.2	767.6
Non-current assets			
Property, plant and equipment			
– rental equipment	13	5,413.3	4,430.5
– other assets	13	573.7	451.5
		5,987.0	4,882.0
Goodwill	14	1,144.7	882.6
Other intangible assets	14	260.6	206.3
Net defined benefit pension plan asset	23	–	4.5
		7,392.3	5,975.4
Total assets		8,357.5	6,743.0
Current liabilities			
Trade and other payables	15	632.4	617.5
Current tax liability		16.4	13.1
Short-term borrowings	16	2.3	2.7
Provisions	18	42.5	25.8
		693.6	659.1
Non-current liabilities			
Long-term borrowings	16	3,755.4	2,728.4
Provisions	18	46.0	34.6
Deferred tax liabilities	19	1,061.1	794.0
Net defined benefit pension plan liability	23	0.9	–
		4,863.4	3,557.0
Total liabilities		5,557.0	4,216.1
Equity			
Share capital	20	49.9	49.9
Share premium account		3.6	3.6
Capital redemption reserve		6.3	6.3
Own shares held by the Company	20	(622.6)	(161.0)
Own shares held through the ESOT	20	(24.6)	(20.0)
Cumulative foreign exchange translation differences		234.7	125.8
Retained reserves		3,153.2	2,522.3
Equity attributable to equity holders of the Company		2,800.5	2,526.9
Total liabilities and equity		8,357.5	6,743.0

These financial statements were approved by the Board on 17 June 2019.



BRENDAN HORGAN
Chief executive



MICHAEL PRATT
Finance director

Consolidated statement of changes in equity

for the year ended 30 April 2019

	Share capital £m	Share premium account £m	Capital redemption reserve £m	Own shares held by the Company £m	Own shares held through the ESOT £m	Cumulative foreign exchange translation differences £m	Retained reserves £m	Total £m
At 1 May 2017	49.9	3.6	6.3	-	(16.7)	241.0	1,686.0	1,970.1
Profit for the year	-	-	-	-	-	-	968.8	968.8
Other comprehensive income:								
Foreign currency translation differences	-	-	-	-	-	(115.2)	-	(115.2)
Remeasurement of the defined benefit pension plan	-	-	-	-	-	-	8.7	8.7
Tax on defined benefit pension plan	-	-	-	-	-	-	(1.5)	(1.5)
Total comprehensive income for the year	-	-	-	-	-	(115.2)	976.0	860.8
Dividends paid	-	-	-	-	-	-	(140.5)	(140.5)
Own shares purchased by the ESOT	-	-	-	-	(10.2)	-	-	(10.2)
Own shares purchased by the Company	-	-	-	(161.0)	-	-	-	(161.0)
Share-based payments	-	-	-	-	6.9	-	0.1	7.0
Tax on share-based payments	-	-	-	-	-	-	0.7	0.7
At 30 April 2018	49.9	3.6	6.3	(161.0)	(20.0)	125.8	2,522.3	2,526.9
Profit for the year	-	-	-	-	-	-	796.9	796.9
Other comprehensive income:								
Foreign currency translation differences	-	-	-	-	-	108.9	-	108.9
Remeasurement of the defined benefit pension plan	-	-	-	-	-	-	(3.7)	(3.7)
Tax on defined benefit pension plan	-	-	-	-	-	-	0.7	0.7
Total comprehensive income for the year	-	-	-	-	-	108.9	793.9	902.8
Dividends paid	-	-	-	-	-	-	(164.2)	(164.2)
Own shares purchased by the ESOT	-	-	-	-	(14.2)	-	-	(14.2)
Own shares purchased by the Company	-	-	-	(461.6)	-	-	-	(461.6)
Share-based payments	-	-	-	-	9.6	-	(2.0)	7.6
Tax on share-based payments	-	-	-	-	-	-	3.2	3.2
At 30 April 2019	49.9	3.6	6.3	(622.6)	(24.6)	234.7	3,153.2	2,800.5

Further information is included in Note 20.

Consolidated cash flow statement

for the year ended 30 April 2019

	Notes	2019 £m	2018 £m
Cash flows from operating activities			
Cash generated from operations before exceptional items and changes in rental equipment	25(a)	2,042.5	1,681.2
Payments for rental property, plant and equipment		(1,503.5)	(1,081.7)
Proceeds from disposal of rental property, plant and equipment		181.6	151.8
Cash generated from operations		720.6	751.3
Financing costs paid (net)		(142.9)	(110.0)
Exceptional financing costs paid		-	(25.2)
Tax paid (net)		(51.0)	(97.6)
Net cash generated from operating activities		526.7	518.5
Cash flows from investing activities			
Acquisition of businesses	25(b)	(591.3)	(359.0)
Payments for non-rental property, plant and equipment		(168.7)	(138.6)
Proceeds from disposal of non-rental property, plant and equipment		10.2	8.9
Payments for purchase of intangible assets		-	(2.6)
Net cash used in investing activities		(749.8)	(491.3)
Cash flows from financing activities			
Drawdown of loans		1,820.3	1,580.8
Redemption of loans		(963.8)	(1,284.6)
Capital element of finance lease payments		(1.2)	(1.4)
Dividends paid		(164.2)	(140.5)
Purchase of own shares by the ESOT		(14.2)	(10.2)
Purchase of own shares by the Company		(460.4)	(158.2)
Net cash generated from/(used in) financing activities		216.5	(14.1)
(Decrease)/increase in cash and cash equivalents		(6.6)	13.1
Opening cash and cash equivalents		19.1	6.3
Effect of exchange rate difference		0.3	(0.3)
Closing cash and cash equivalents		12.8	19.1
Reconciliation of net cash flows to net debt			
	Note	2019 £m	2018 £m
Decrease/(increase) in cash in the period		6.6	(13.1)
Increase in debt through cash flow		855.3	294.8
Change in net debt from cash flows		861.9	281.7
Debt acquired		28.4	40.7
Exchange differences		126.3	(139.8)
Non-cash movements:			
- deferred costs of debt raising		15.4	(0.5)
- capital element of new finance leases		0.9	2.2
Increase in net debt in the period		1,032.9	184.3
Net debt at 1 May		2,712.0	2,527.7
Net debt at 30 April	25(c)	3,744.9	2,712.0

STRATEGIC REPORT

DIRECTORS' REPORT

FINANCIAL STATEMENTS

ADDITIONAL INFORMATION

Ashtead Group plc Annual Report & Accounts 2019

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1 General information

Ashtead Group plc ('the Company') is a company incorporated and domiciled in England and Wales and listed on the London Stock Exchange. The consolidated financial statements are presented in pounds sterling, the functional currency of the parent.

2 Accounting policies

The principal accounting policies adopted in the preparation of these financial statements are set out below. These policies have been applied consistently to all the years presented, unless otherwise stated.

Basis of preparation

These financial statements have been prepared in accordance with International Financial Reporting Standards ('IFRS') and with those parts of the Companies Act 2006 applicable to companies reporting under IFRS. Accordingly, the Group complies with all IFRS, including those adopted for use in the European Union and therefore the Group financial statements comply with Article 4 of the EU IAS Regulation. The financial statements have been prepared under the historical cost convention, modified for certain items carried at fair value, as stated in the accounting policies.

The consolidated financial statements have been prepared on the going concern basis. The Group's internal budgets and forecasts of future performance, available financing facilities and facility headroom (see Note 16), provide a reasonable expectation that the Group has adequate resources to continue in operation for the foreseeable future and consequently the going concern basis continues to be appropriate in preparing the consolidated financial statements.

Key judgements and estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make judgements, estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period.

In the course of preparing the financial statements, no judgements have been made in the process of applying the Group's accounting policies, other than those involving estimations, that have had a significant effect on the amounts recognised within the financial statements. The estimates and associated assumptions which have been used are based on historical experience and other factors that are considered to be relevant. While actual results could differ from these estimates, the Group has not identified any assumptions, or other key sources of estimation uncertainty in the reporting period that may have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.

Changes in accounting policies and disclosures

New and amended standards adopted by the Group

The following new standards are effective for the first time this financial year, neither of which has a material impact on the Group:

- IFRS 9, 'Financial instruments' ('IFRS 9'), relates to the classification, measurement and recognition of financial assets and liabilities, impairment of financial assets and hedge accounting.

There have been no changes to the measurement of the Group's financial assets or liabilities as a result of our adoption of IFRS 9, and no changes to the Group's level of provisioning as a result of our adoption of IFRS 9.

IFRS 9 replaced the 'incurred loss' model in IAS 39 with an 'expected credit loss' ('ECL') model. The ECL model requires the Group to account for expected credit losses and changes in those expected credit losses at each reporting date to reflect changes in credit risk since the initial recognition of a financial asset. The Group has elected to apply the simplified version of the ECL model as permitted by IFRS 9 in respect of trade receivables, which involves assessing lifetime expected credit losses on all balances and as such the Group has a provision matrix that is based on its historical credit loss experience and which may be adjusted for specific forward-looking factors.

- IFRS 15, 'Revenue from Contracts with Customers' ('IFRS 15'), provides a five-step model of accounting for revenue recognition which includes identifying the contract, identifying performance obligations, determining the transaction price, allocating the transaction price to different performance obligations and the timing of recognition of revenue in connection with different performance obligations.

The Group's adoption of IFRS 15 has had no impact as our accounting policies were already in line with IFRS 15.

There are no new IFRIC Interpretations that are effective for the first time this financial year which have a material impact on the Group.

New standards, amendments and interpretations issued but not effective for the financial year beginning 1 May 2018 and not adopted early

IFRS 16, Leases, is applicable for the Group from 1 May 2019 and provides a new model for lease accounting under which lessees will recognise a lease liability reflecting future lease payments and a right-of-use asset on the balance sheet for all lease contracts other than certain short-term leases and leases of low-value assets. In the income statement, depreciation on the right-of-use asset and an interest expense on the lease liability will be recognised.

The Group has completed its work in assessing the impact of the new standard, which requires a number of judgements in its application:

- transition approach: the Group has elected to apply IFRS 16 using the modified retrospective approach, with the right-of-use asset equal to the lease liability on transition subject to required transitional adjustments. As such, the cumulative effect of adopting IFRS 16 will be recognised as an adjustment to opening retained earnings on 1 May 2019 with no restatement of comparatives;
- recognition exemption options: short-term leases and leases of low-value assets will be excluded from the lease liability recognised, as permitted by IFRS 16;

- assessment of lease term: most of the Group's leases relate to properties. The typical structure of our property leases is an initial lease term (usually ten years) with a series of options to extend the lease at our discretion (usually two or three five-year options). The Group has concluded that recognition of the lease term, including extension options, best reflects the Group's assessment of the options available, our past experience and growth strategy. The average remaining lease term at 1 May 2019 was 12 years, compared with the minimum remaining average lease term of four years; and
- discount rate: IFRS 16 requires future lease payments to be discounted using the interest rate implicit in the lease, or where this rate cannot be readily determined, an incremental borrowing rate ('IBR'). The Group has concluded that it is not possible to determine the rate implicit in its portfolio of property leases and therefore will adopt an IBR methodology. The weighted average discount rate at 1 May 2019 was 4%.

On 1 May 2019, an additional lease liability in the region of £900m will be recognised on the balance sheet together with a corresponding right-of-use asset, adjusted for rent prepayments and accruals as at the date of transition. This compares with the undiscounted minimum lease commitment of £495m, as determined in accordance with existing accounting standards.

Based on the leases held at 1 May 2019 and our anticipated greenfield opening programme, our best estimate of the income statement impact for 2019/20 from the adoption of IFRS 16 is as follows:

- EBITDA is expected to increase by c. £100m as the operating lease expense which was previously recognised is replaced with depreciation on the right-of-use asset and interest on the lease liability;
- operating profit will increase by c. £15m due to the benefit from the elimination of the historical operating lease charge partially offset by depreciation on the right-of-use asset; and
- profit before tax is estimated to decrease by c. £30m.

The total income statement charge over the life of the leases remains unchanged, with the difference reflecting the 'front-end loaded' nature of operating lease charges under the IFRS 16 model. In addition, we expect total Group leverage to increase by 0.3x – 0.4x as a result of the adoption of IFRS 16.

There are no other IFRS or IFRIC Interpretations that are not yet effective that would be expected to have a material impact on the Group.

Basis of consolidation

The consolidated financial statements incorporate the financial statements of the Company and entities controlled by the Company (its subsidiaries) made up to 30 April each year. Control is achieved when the Company has the power over the investee, is exposed, or has rights, to variable returns from its involvement with the investee, and has the ability to use its power to affect its returns. The Company reassesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control listed above.

Consolidation of a subsidiary begins when the Company obtains control over the subsidiary and ceases when the Company loses control of the subsidiary. Specifically, the results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the date the Company gains control until the date when the Company ceases to control the subsidiary.

Where necessary, adjustments are made to the financial statements of subsidiaries to bring the accounting policies used into line with the Group's accounting policies.

All intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between the members of the Group are eliminated on consolidation.

Business combinations

Acquisitions of subsidiaries and businesses are accounted for using the acquisition method. The consideration transferred in a business combination is the fair value at the acquisition date of the assets transferred and the liabilities incurred by the Group and includes the fair value of any contingent consideration arrangement. Acquisition-related costs are recognised in the income statement as incurred.

Contingent consideration is measured at the acquisition date at fair value and included in provisions in the balance sheet. Changes in the fair value of contingent consideration due to events post the date of acquisition are recognised in the income statement.

Foreign currency translation

Our reporting currency is the pound sterling, the functional currency of the parent company. However, the majority of our assets, liabilities, revenue and costs are denominated in US dollars. Assets and liabilities in foreign currencies are translated into pounds sterling at rates of exchange ruling at the balance sheet date. Income statements and cash flows of overseas subsidiary undertakings are translated into pounds sterling at average rates of exchange for the year. The exchange rates used in respect of the US dollar and Canadian dollar are:

	US dollar		Canadian dollar	
	2019	2018	2019	2018
Average for year	1.30	1.34	1.72	1.71
Year end	1.30	1.38	1.75	1.77

Exchange differences arising from the retranslation of the opening net investment of overseas subsidiaries and the difference between the inclusion of their profits at average rates of exchange in the Group income statement and the closing rate used for the balance sheet are recognised directly in a separate component of equity. Other exchange differences are dealt with in the income statement.

Revenue

Revenue is measured based on the consideration specified in a contract with a customer and excludes amounts collected on behalf of third parties and VAT/sales tax. Our revenue is a function of our rental rates and the size, utilisation and mix of our equipment rental fleet. The Group has three main sources of revenue as detailed below:

- rental revenue, including loss damage waiver, environmental fees and revenue from rental equipment delivery and collection;
- revenue from the sale of new equipment, merchandise and consumables; and
- revenue from the sale of used rental equipment.

2 Accounting policies (continued)

Rental revenue, including loss damage waiver and environment fees, is recognised over time on a straight-line basis over the period of the rental contract. However as a rental contract can extend across financial reporting period ends, the Group records accrued revenue (unbilled rental revenue) and deferred revenue at the beginning and end of each reporting period so that rental revenue is appropriately stated in the financial statements. Revenue from rental delivery and collection is recognised when the delivery or collection has occurred and the performance obligation therefore fulfilled.

Revenue from the sale of new rental equipment, merchandise and consumables, together with revenue from the sale of used rental equipment, is recognised at the time of delivery to, or collection by, the customer and when all performance obligations under the sale contract have been fulfilled.

Revenue from the sale of rental equipment in connection with trade-in arrangements with certain manufacturers from whom the Group purchases new equipment is accounted for at the lower of transaction value or fair value based on independent appraisals. If the trade-in price of a unit of equipment exceeds the fair market value of that unit, the excess is accounted for as a reduction of the cost of the related purchase of new rental equipment.

Of the Group's rental revenue, £3,386m (2018: £2,783m) is accounted for in accordance with IAS 17, 'Leases', while revenue from other ancillary services, revenue from the sale of new equipment, merchandise and consumables and revenue from the sale of used equipment totalling £1,114m (2018: £923m) is accounted for in accordance with IFRS 15, 'Revenue from Contracts with Customers'.

Investment income and interest expense

Investment income comprises interest receivable on funds invested and net interest on net defined benefit pension plan assets.

Interest expense comprises interest payable on borrowings, amortisation of deferred debt raising costs, the unwind of the discount on the self-insurance and contingent consideration provisions and the net interest on net defined benefit pension plan liabilities.

Exceptional items

Exceptional items are those items that are material and non-recurring in nature that the Group believes should be disclosed separately to assist in the understanding of the financial performance of the Group.

Earnings per share

Earnings per share is calculated based on the profit for the financial year and the weighted average number of ordinary shares in issue during the year. For this purpose the number of ordinary shares in issue excludes shares held by the Company or by the Employee Share Ownership Trust in respect of which dividends have been waived. Diluted earnings per share is calculated using the profit for the financial year and the weighted average diluted number of shares (ignoring any potential issue of ordinary shares which would be anti-dilutive) during the year.

Underlying earnings per share comprises basic earnings per share adjusted to exclude earnings relating to exceptional items and amortisation of intangibles.

Current/non-current distinction

Current assets include assets held primarily for trading purposes, cash and cash equivalents and assets expected to be realised in, or intended for sale or consumption in, the course of the Group's operating cycle and those assets receivable within one year from the reporting date. All other assets are classified as non-current assets.

Current liabilities include liabilities held primarily for trading purposes, liabilities expected to be settled in the course of the Group's operating cycle and those liabilities due within one year from the reporting date. All other liabilities are classified as non-current liabilities.

Property, plant and equipment

Owned assets

Property, plant and equipment is stated at cost (including transportation costs from the manufacturer to the initial rental location) less accumulated depreciation and any provisions for impairment. In respect of certain assets, cost includes rebuild costs when the rebuild extends the asset's useful economic life and it is probable that incremental economic benefits will accrue to the Group. Rebuild costs include the cost of transporting the equipment to and from the rebuild supplier. Depreciation is not charged while the asset is not in use during the rebuild period.

Leased assets

Finance leases are those leases which transfer substantially all the risks and rewards of ownership to the lessee. Assets held under finance leases are capitalised within property, plant and equipment at the fair value of the leased assets at inception of the lease and depreciated in accordance with the Group's depreciation policy. Outstanding finance lease obligations are included within debt. The finance element of the agreements is charged to the income statement on a systematic basis over the term of the lease.

All other leases are operating leases, the rentals on which are charged to the income statement on a straight-line basis over the lease term.

Depreciation

Leasehold properties are depreciated on a straight-line basis over the life of each lease. Other fixed assets, including those held under finance leases, are depreciated on a straight-line basis applied to the opening cost to write down each asset to its residual value over its useful economic life. Estimates of useful life and residual value are determined with the objective of allocating most appropriately the cost of property, plant and equipment to our income statement, over the period we anticipate it will be used in our business. Residual values and estimated useful economic lives are reassessed annually, recognising the cyclical nature of the business, by making reference to recent experience of the Group. The depreciation rates in use are as follows:

	Per annum
Freehold property	2%
Motor vehicles	7% to 25%
Rental equipment	4% to 33%
Office and workshop equipment	20%

Residual values are estimated at 10-15% of cost in respect of most types of rental equipment, although the range of residual values used varies between zero and 35%.

Repairs and maintenance

Costs incurred in the repair and maintenance of rental and other equipment are charged to the income statement as incurred.

Intangible assets

Goodwill

Goodwill represents the difference between the fair value of the consideration for an acquisition and the fair value of the net identifiable assets acquired, including any intangible assets other than goodwill.

Goodwill is stated at cost less any accumulated impairment losses and is allocated to each of the Group's cash-generating units expected to benefit from the synergies of the combination.

The profit or loss on the disposal of a previously acquired business includes the attributable amount of any purchased goodwill relating to that business.

Other intangible assets

Other intangible assets acquired as part of a business combination are capitalised at fair value as at the date of acquisition. Internally generated intangible assets are not capitalised. Amortisation is charged on a straight-line basis over the expected useful life of each asset. Contract related intangible assets are amortised over the life of the contract. Amortisation rates for other intangible assets are as follows:

	Per annum
Brand names	7% to 15%
Customer lists	10% to 20%
Contract related	14% to 50%

Impairment of assets

Goodwill is not amortised but is tested annually for impairment as at 30 April each year. Assets that are subject to amortisation or depreciation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised in the income statement for the amount by which the asset's carrying amount exceeds its recoverable amount. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable and independent cash flows for the asset being tested for impairment (cash-generating unit).

The recoverable amount is the higher of an asset's fair value less costs of disposal and value in use. In assessing value in use, estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

In respect of assets other than goodwill, an impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised. Impairment losses in respect of goodwill are not reversed.

Taxation

The tax charge for the period comprises both current and deferred tax. Taxation is recognised in the income statement except to the extent that it relates to items recognised directly in equity, in which case the related tax is also recognised in equity.

Current tax is the expected tax payable on the taxable income for the year and any adjustment to tax payable in respect of previous years.

Deferred tax is provided using the balance sheet liability method on any temporary differences between the carrying amounts for financial reporting purposes and those for taxation purposes.

Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilised. Such assets and liabilities are not recognised if the temporary differences arise from the initial recognition of goodwill.

Deferred tax liabilities are not recognised for temporary differences arising on investments in subsidiaries where the Group is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future. Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realised. Deferred tax assets and liabilities are offset when they relate to income taxes levied by the same taxation authority and the Group intends to settle its current tax assets and liabilities on a net basis.

Inventories

Inventories, which comprise equipment, fuel, merchandise and spare parts, are valued at the lower of cost and net realisable value. The cost of inventory that is not ordinarily interchangeable is valued at individual cost. The cost of other inventories is determined on a first-in, first-out basis or using a weighted average cost formula, depending on the basis most suited to the type of inventory held.

Employee benefits

Defined contribution pension plans

Obligations under the Group's defined contribution plans are recognised as an expense in the income statement as incurred.

Defined benefit pension plans

The Group's obligation in respect of defined benefit pension plans is calculated by estimating the amount of future benefit that employees have earned in return for their service in the current and prior periods; that benefit is discounted to determine its present value and the fair value of plan assets is deducted. The discount rate used is the yield at the balance sheet date on AA-rated corporate bonds. The calculation is performed by a qualified actuary using the projected unit credit method.

Actuarial gains and losses are recognised in full in the period in which they arise through the statement of comprehensive income. The increase in the present value of plan liabilities arising from employee service during the period is charged to operating profit.

Net interest is calculated by applying a discount rate to the net defined benefit pension plan asset or liability. The net interest income or net interest expense is included in investment income or interest expense, respectively.

The defined pension surplus or deficit represents the fair value of the plan assets less the present value of the defined benefit obligation. A surplus is recognised in the balance sheet to the extent that the Group has an unconditional right to the surplus, either through a refund or reduction in future contributions. A deficit is recognised in full.

Share-based compensation

The fair value of awards made under share-based compensation plans is measured at grant date and spread over the vesting period through the income statement with a corresponding increase in equity. The fair value of share options and awards is measured using an appropriate valuation model taking into account the terms and conditions of the individual award. The amount recognised as an expense is adjusted to reflect the actual awards vesting except where any change in the awards vesting relates only to market-based criteria not being achieved.

2 Accounting policies (continued)**Insurance**

Insurance costs include insurance premiums which are written off to the income statement over the period to which they relate and an estimate of the discounted liability for uninsured retained risks on unpaid claims incurred up to the balance sheet date. The estimate includes events incurred but not reported at the balance sheet date. This estimate is discounted and included in provisions in the balance sheet on a gross basis with a corresponding insurance receivable amount recognised as an asset where it is virtually certain that reimbursement will be received and the amount of the receivable can be measured reliably.

Financial instruments

Financial assets and financial liabilities are recognised in the Group's balance sheet when the Group becomes a party to the contractual provisions of the instrument.

Financial assets**Trade receivables**

Trade receivables do not carry interest and are stated at face value as reduced by appropriate loss allowances for estimated irrecoverable amounts using an expected credit loss model. This approach requires the Group to account for expected credit losses and changes in those expected credit losses at each reporting date so as to reflect changes in credit risk since initial recognition of the trade receivable.

Cash and cash equivalents

Cash and cash equivalents comprises cash balances and call deposits with maturity of less than, or equal to, three months.

Financial liabilities and equity**Equity instruments**

An equity instrument is any contract that evidences a residual interest in the assets of the Group after deducting all of its liabilities. Equity instruments issued by the Group are recorded at the proceeds received, net of direct issue costs.

Trade payables

Trade payables are not interest bearing and are stated at fair value and subsequently measured at amortised cost using the effective interest rate mentioned.

Borrowings

Interest-bearing bank loans and overdrafts are recorded at the proceeds received, net of direct transaction costs where these are integral to the total cost of the borrowing. Where this is not the case, direct transaction costs are recognised separately from the financial liability as a loan commitment asset. Finance charges, including amortisation of direct transaction costs, are charged to the income statement using the effective interest rate method.

Tranches of borrowings and overdrafts which mature on a regular basis are classified as current or non-current liabilities based on the maturity of the facility so long as the committed facility exceeds the drawn debt.

Net debt

Net debt consists of total borrowings less cash and cash equivalents. Borrowings exclude accrued interest. Foreign currency denominated balances are retranslated to pounds sterling at rates of exchange ruling at the balance sheet date.

Secured notes

The Group's secured notes contain early repayment options, which constitute embedded derivatives in accordance with IFRS 9, Financial Instruments. The accounting for these early repayment options depends on whether they are considered to be closely related to the host contract or not based on IFRS 9. Where they are closely related, the early repayment option is not accounted for separately and the notes are recorded within borrowings, net of direct transaction costs. The interest expense is calculated by applying the effective interest rate method.

In circumstances where the early repayment option is not considered closely related to the host contract, the repayment option has to be valued separately. At the date of issue the liability component of the notes is estimated using prevailing market interest rates for similar debt with no repayment option and is recorded within borrowings, net of direct transaction costs. The difference between the proceeds of the note issue and the fair value assigned to the liability component, representing the embedded option to prepay the notes is included within Other financial assets – derivatives. The interest expense on the liability component is calculated by applying the effective interest rate method. The embedded option to prepay is fair valued using an appropriate valuation model and fair value remeasurement gains and losses are included in investment income and interest expense respectively.

Where the Group's senior secured notes are issued at a premium or a discount, they are initially recognised at their face value plus or minus the premium or discount. The notes are subsequently measured at amortised cost using the effective interest rate method.

Provisions

Provisions are recognised when the Group has a present obligation as a result of a past event, and it is probable that the Group will be required to settle that obligation. Provisions are measured at the directors' best estimate of the expenditure required to settle the obligation at the balance sheet date and are discounted to present value where the effect is material.

Employee Share Ownership Trust

Shares in the Company acquired by the Employee Share Ownership Trust ('ESOT') in the open market for use in connection with employee share plans are presented as a deduction from shareholders' funds. When the shares vest to satisfy share-based payments, a transfer is made from own shares held through the ESOT to retained earnings.

Own shares held by the Company

The cost of own shares held by the Company is deducted from shareholders' funds. The proceeds from the reissue of own shares are added to shareholders' funds with any gains in excess of the average cost of the shares being recognised in the share premium account.

3 Segmental analysis

Segmental analysis by reportable operating segment

The Group operates one class of business: rental of equipment. Operationally, the Group is split into three business units, Sunbelt US, A-Plant and Sunbelt Canada which report separately to, and are managed by, the chief executive and align with the geographies in which they operate, being the United States, the United Kingdom and Canada, respectively. Accordingly, the Group's reportable operating segments are Sunbelt US, A-Plant and Sunbelt Canada.

The Group manages debt and taxation centrally, rather than by business unit. Accordingly, segmental results are stated before interest and taxation which are reported as central Group items. This is consistent with the way the chief executive reviews the business.

There are no sales between the business segments. Segment assets include property, plant and equipment, goodwill, intangibles, inventory and receivables. Segment liabilities comprise operating liabilities and exclude taxation balances, corporate borrowings and accrued interest. Capital expenditure represents additions to property, plant and equipment and intangible assets, including goodwill, and includes additions through the acquisition of businesses.

Year ended 30 April 2019	Sunbelt US £m	A-Plant £m	Sunbelt Canada £m	Corporate items £m	Group £m
Revenue					
Rental revenue	3,554.2	416.4	167.4	-	4,138.0
Sale of new equipment, merchandise and consumables	118.4	32.5	19.6	-	170.5
Sale of used rental equipment	151.7	26.2	13.2	-	191.1
	3,824.3	475.1	200.2	-	4,499.6
EBITDA	1,880.9	168.4	72.2	(14.9)	2,106.6
Depreciation	(696.6)	(106.1)	(40.3)	-	(843.0)
Segment result	1,184.3	62.3	31.9	(14.9)	1,263.6
Amortisation					(50.7)
Net financing costs					(153.4)
Profit before taxation					1,059.5
Taxation					(262.6)
Profit attributable to equity shareholders					796.9
Segment assets	6,991.8	851.6	475.7	0.3	8,319.4
Cash					12.8
Taxation assets					25.3
Total assets					8,357.5
Segment liabilities	592.5	68.2	31.0	12.2	703.9
Corporate borrowings and accrued interest					3,775.6
Taxation liabilities					1,077.5
Total liabilities					5,557.0
Other non-cash expenditure – share-based payments	4.7	0.7	0.1	2.1	7.6
Capital expenditure	1,881.1	181.0	141.5	-	2,203.6

3 Segmental analysis (continued)

Year ended 30 April 2018	Sunbelt US £m	A-Plant £m	Sunbelt Canada £m	Corporate items £m	Group £m
Revenue					
Rental revenue	2,904.6	405.3	108.3	–	3,418.2
Sale of new equipment, merchandise and consumables	91.9	31.4	15.9	–	139.2
Sale of used rental equipment	107.2	35.0	6.4	–	148.6
	3,103.7	471.7	130.6	–	3,706.0
EBITDA	1,541.7	167.3	39.9	(15.8)	1,733.1
Depreciation	(575.1)	(97.1)	(23.3)	(0.1)	(695.6)
Segment result	966.6	70.2	16.6	(15.9)	1,037.5
Amortisation					(43.5)
Net financing costs					(131.9)
Profit before taxation					862.1
Taxation					106.7
Profit attributable to equity shareholders					968.8
Segment assets	5,507.6	847.3	344.6	0.5	6,700.0
Cash					19.1
Taxation assets					23.9
Total assets					6,743.0
Segment liabilities	545.7	81.1	29.1	9.8	665.7
Corporate borrowings and accrued interest					2,743.3
Taxation liabilities					807.1
Total liabilities					4,216.1
Other non-cash expenditure – share-based payments	3.7	0.9	–	2.4	7.0
Capital expenditure	1,210.5	192.5	247.4	–	1,650.4

Segmental analysis by geography

The Group's operations are located in the United States, the United Kingdom and Canada. The following table provides an analysis of the Group's revenue, segment assets and capital expenditure, including expenditure on acquisitions, by country of domicile. Segment assets by geography include property, plant and equipment, goodwill and intangible assets but exclude inventory and receivables.

	Revenue		Segment assets		Capital expenditure	
	2019 £m	2018 £m	2019 £m	2018 £m	2019 £m	2018 £m
United States	3,824.3	3,103.7	6,234.7	4,938.0	1,881.1	1,210.5
United Kingdom	475.1	471.7	725.9	724.6	181.0	192.5
Canada	200.2	130.6	431.6	308.3	141.5	247.4
	4,499.6	3,706.0	7,392.2	5,970.9	2,203.6	1,650.4

4 Operating costs and other income

	2019			2018		
	Before amortisation £m	Amortisation £m	Total £m	Before amortisation £m	Amortisation £m	Total £m
Staff costs:						
Salaries	930.3	–	930.3	788.2	–	788.2
Social security costs	70.6	–	70.6	60.3	–	60.3
Other pension costs	18.5	–	18.5	14.9	–	14.9
	1,019.4	–	1,019.4	863.4	–	863.4
Used rental equipment sold	159.7	–	159.7	128.2	–	128.2
Other operating costs:						
Vehicle costs	267.8	–	267.8	211.3	–	211.3
Spares, consumables and external repairs	227.4	–	227.4	181.5	–	181.5
Facility costs	128.4	–	128.4	108.4	–	108.4
Other external charges	590.3	–	590.3	480.1	–	480.1
	1,213.9	–	1,213.9	981.3	–	981.3
Depreciation and amortisation:						
Depreciation of owned assets	841.8	–	841.8	694.4	–	694.4
Depreciation of leased assets	1.2	–	1.2	1.2	–	1.2
Amortisation of intangibles	–	50.7	50.7	–	43.5	43.5
	843.0	50.7	893.7	695.6	43.5	739.1
	3,236.0	50.7	3,286.7	2,668.5	43.5	2,712.0

Proceeds from the disposal of non-rental property, plant and equipment amounted to £12m (2018: £10m), resulting in a profit on disposal of £1m (2018: £1m) which is included in other external charges.

The costs shown in the above table include:

	2019 £m	2018 £m
Operating lease rentals payable:		
– Plant and equipment	1.6	1.9
– Property	93.1	78.3
Cost of inventories recognised as expense	341.1	264.9
Loss allowance on trade receivables	26.8	23.1

Staff costs include directors' remuneration. Directors' remuneration comprised:

	2019 £'000	2018 £'000
Salaries and short-term employee benefits	6,530	5,693
Post-employment benefits	14	30
National insurance and social security	549	404
Share-based payments	2,483	2,555
	9,576	8,682

Remuneration payable to the Company's auditor, Deloitte LLP, in the year is given below:

	2019 £'000	2018 £'000
Fees payable to Deloitte UK and its associates for the audit of the Group's annual accounts	893	867
Fees payable to Deloitte UK and its associates for other services to the Group:		
– the audit of the Group's UK subsidiaries pursuant to legislation	57	27
– audit-related assurance services	70	73
– other assurance services	63	60
	1,083	1,027

Fees paid for audit-related assurance services relate to the half-year review of the Group's interim financial statements. Other assurance services relate to comfort letters provided in connection with the senior secured notes issues in July 2018 and August 2017.

5 Exceptional items and amortisation

	2019 £m	2018 £m
Amortisation of intangibles	50.7	43.5
Write-off of deferred financing costs	-	8.1
Release of premium	-	(11.6)
Early redemption fee	-	23.7
Call period interest	-	1.5
Taxation		
- tax on exceptional items and amortisation	(12.3)	(20.0)
- reduction in US deferred tax liability due to change in US federal tax rate	-	(402.2)
- reassessment of historical amounts deductible for tax	-	20.7
	38.4	(336.3)

In the prior year, the costs associated with the redemption of the \$900m 6.5% senior secured notes in August 2017 were classified as exceptional items. The write-off of deferred financing costs consisted of the unamortised balance of the costs relating to the notes, whilst the release of premium related to the unamortised element of the premium which arose at the time of issuance of the \$400m add-on to the initial \$500m 6.5% senior secured notes. In addition, an early redemption fee of £24m (\$31m) was paid to redeem the notes prior to their scheduled maturity. The call period interest represented the interest charge on the \$900m notes for the period from the issue of the new \$1.2bn notes to the date the \$900m notes were redeemed. Of these items, total cash costs were £25m, while £3.5m (net income) were non-cash items and credited to the income statement.

The US Tax Cuts and Jobs Act of 2017 was enacted in December 2017 and, amongst other things, reduced the US federal tax rate from 35% to 21%. The exceptional tax credit of £402m (\$543m) arose from the remeasurement of the Group's US deferred tax liabilities at the new rate of 21% rather than the historical rate of 35%. The exceptional deferred tax charge of £21m (\$28m) related to the reassessment of historical amounts deductible for tax purposes in the US.

The items detailed in the table above are presented in the income statement as follows:

	2019 £m	2018 £m
Amortisation of intangibles	50.7	43.5
Charged in arriving at operating profit	50.7	43.5
Net financing costs	-	21.7
Charged in arriving at profit before taxation	50.7	65.2
Taxation	(12.3)	(401.5)
	38.4	(336.3)

6 Net financing costs

	2019 £m	2018 £m
Investment income:		
Net interest on the net defined benefit pension plan asset	(0.1)	-
Interest expense:		
Bank interest payable	68.6	45.6
Interest payable on second priority senior secured notes	79.1	60.5
Interest payable on finance leases	0.4	0.3
Net interest on the net defined benefit pension plan liability	-	0.1
Non-cash unwind of discount on provisions	0.8	0.7
Amortisation of deferred debt raising costs	4.6	3.0
Total interest expense	153.5	110.2
Net financing costs before exceptional items	153.4	110.2
Exceptional items	-	21.7
Net financing costs	153.4	131.9

7 Taxation

The tax charge on the result for the year has been computed using a tax rate of 25% in the US (2018: 34%), 19% in the UK (2018: 19%) and 27% in Canada (2018: 27%). In the prior year, there was a significant tax credit due to the remeasurement of the Group's US deferred tax liabilities at the new federal rate of 21% rather than 35%. As a result, the blended rate for the Group as a whole was a charge of 25% (2018: credit of 12%). The Group's future effective tax rate will depend on the mix of profits amongst the territories in which it operates and their respective tax rates.

	2019 £m	2018 £m
Analysis of the tax charge		
Current tax		
– current tax on income for the year	54.3	73.0
– adjustments to prior year	1.1	(10.4)
– reassessment of historical amounts deductible for tax	–	24.7
	55.4	87.3
Deferred tax		
– origination and reversal of temporary differences	205.8	200.4
– adjustments to prior year	1.4	11.8
– remeasurement of US deferred tax liabilities due to reduction in US federal tax rate	–	(402.2)
– reassessment of historical amounts deductible for tax	–	(4.0)
	207.2	(194.0)
Total taxation charge/(credit)	262.6	(106.7)
Comprising:		
– United Kingdom	15.9	15.7
– United States	244.9	(122.5)
– Canada	1.8	0.1
	262.6	(106.7)

The tax charge comprises a charge of £275m (2018: £295m) relating to tax on the profit before exceptional items and amortisation, together with a credit of £12m (2018: credit of £401m) on exceptional items and amortisation.

The differences between the tax charge for the year of 25% and the standard rate of corporation tax in the UK of 19% are explained below:

	2019 £m	2018 £m
Profit on ordinary activities before tax	1,059.5	862.1
Profit on ordinary activities multiplied by the rate of corporation tax in the UK of 19% (2018: 19%)	201.3	163.8
Effects of:		
Use of foreign tax rates on overseas income	61.5	113.9
Adjustments to prior years	2.5	1.4
Reduction in US deferred tax liabilities due to reduction in US federal tax rate	–	(402.2)
Reassessment of historical amounts deductible for tax	–	20.7
Other	(2.7)	(4.3)
Total taxation charge/(credit)	262.6	(106.7)

8 Dividends

	2019 £m	2018 £m
Final dividend paid on 14 September 2018 of 27.5p (2018: 22.75p) per 10p ordinary share	133.3	113.2
Interim dividend paid on 6 February 2019 of 6.5p (2018: 5.5p) per 10p ordinary share	30.9	27.3
	164.2	140.5

In addition, the directors are proposing a final dividend in respect of the year ended 30 April 2019 of 33.5p (2018: 27.5p) per share which will absorb £156m of shareholders' funds, based on the 466m shares qualifying for dividend on 17 June 2019. Subject to approval by shareholders, it will be paid on 13 September 2019 to shareholders who are on the register of members on 16 August 2019.

9 Earnings per share

	2019			2018		
	Earnings £m	Weighted average no. of shares million	Per share amount pence	Earnings £m	Weighted average no. of shares million	Per share amount pence
Basic earnings per share	796.9	479.7	166.1	968.8	496.0	195.3
Share options and share plan awards	–	2.0	(0.7)	–	2.3	(0.9)
Diluted earnings per share	796.9	481.7	165.4	968.8	498.3	194.4

Underlying earnings per share may be reconciled to basic earnings per share as follows:

	2019 pence	2018 pence
Basic earnings per share	166.1	195.3
Amortisation of intangibles	10.6	8.7
Exceptional items	–	4.4
Tax on exceptional items and amortisation	(2.5)	(4.0)
Exceptional tax credit (US tax reforms)	–	(81.1)
Exceptional tax charge (reassessment of historical amounts deductible for tax)	–	4.2
Underlying earnings per share	174.2	127.5

10 Inventories

	2019 £m	2018 £m
Raw materials, consumables and spares	33.9	18.3
Goods for resale	49.6	36.9
	83.5	55.2

11 Trade and other receivables

	2019 £m	2018 £m
Trade receivables	755.6	598.9
Less: loss allowance	(53.4)	(43.1)
	702.2	555.8
Other receivables		
– Accrued revenue	53.6	42.2
– Other	87.8	71.4
	843.6	669.4

The fair values of trade and other receivables are not materially different to the carrying values presented.

a) Trade receivables: credit risk

The Group's exposure to the credit risk inherent in its trade receivables and the associated risk management techniques that the Group deploys in order to mitigate this risk are discussed in Note 24. The credit periods offered to customers vary according to the credit risk profiles of, and the invoicing conventions established in, the Group's markets. The contractual terms on invoices issued to customers vary between North America and the UK in that, invoices issued by A-Plant are payable within 30-60 days whereas, invoices issued by Sunbelt US and Sunbelt Canada are payable on receipt. Therefore, on this basis, a significant proportion of the Group's trade receivables are contractually past due. The loss allowance is calculated based on prior experience reflecting the level of uncollected receivables over the last year within each business. Accordingly, this cannot be attributed to specific receivables so the aged analysis of trade receivables, including those past due, is shown gross of the loss allowance.

On this basis, the ageing analysis of trade receivables, including those past due, is as follows:

	Trade receivables past due by:					Total £m
	Current £m	Less than 30 days £m	30 – 60 days £m	60 – 90 days £m	More than 90 days £m	
Carrying value at 30 April 2019	56.2	350.4	169.8	77.3	101.9	755.6
Carrying value at 30 April 2018	55.5	277.5	136.8	52.2	76.9	598.9

In practice, Sunbelt US and Sunbelt Canada operate on 30-day terms and consider receivables past due if they are unpaid after 30 days. On this basis, the Group's ageing of trade receivables, including those past due, is as follows:

	Trade receivables past due by:					Total £m
	Current £m	Less than 30 days £m	30 – 60 days £m	60 – 90 days £m	More than 90 days £m	
Carrying value at 30 April 2019	377.7	189.7	81.1	37.3	69.8	755.6
Carrying value at 30 April 2018	306.4	155.0	55.2	27.5	54.8	598.9

b) Movement in the loss allowance

	2019 £m	2018 £m
At 1 May	43.1	38.4
Amounts written off or recovered during the year	(18.5)	(16.3)
Increase in allowance recognised in income statement	26.8	23.1
Currency movements	2.0	(2.1)
At 30 April	53.4	43.1

12 Cash and cash equivalents

	2019 £m	2018 £m
Cash and cash equivalents	12.8	19.1

The carrying amount of cash and cash equivalents approximates to their fair value.

13 Property, plant and equipment

	Land and buildings £m	Rental equipment £m	Office and workshop equipment £m	Motor vehicles		Total £m
				Owned £m	Held under finance leases £m	
Cost or valuation						
At 1 May 2017	170.6	5,846.4	122.7	432.8	7.6	6,580.1
Exchange differences	(7.4)	(313.8)	(5.9)	(22.8)	–	(349.9)
Acquisitions	–	276.7	0.5	17.7	–	294.9
Reclassifications	(0.7)	(2.7)	2.1	1.3	–	–
Additions	30.3	1,100.4	29.8	75.1	3.1	1,238.7
Disposals	(2.2)	(340.2)	(6.9)	(31.6)	(3.0)	(383.9)
At 30 April 2018	190.6	6,566.8	142.3	472.5	7.7	7,379.9
Exchange differences	7.7	309.8	6.2	21.9	–	345.6
Acquisitions	20.3	454.3	3.9	28.4	–	506.9
Reclassifications	–	(3.6)	1.1	2.5	–	–
Additions	41.6	1,416.8	33.3	93.6	1.8	1,587.1
Disposals	(2.9)	(461.7)	(6.4)	(41.9)	(2.4)	(515.3)
At 30 April 2019	257.3	8,282.4	180.4	577.0	7.1	9,304.2
Depreciation						
At 1 May 2017	66.6	1,753.6	80.4	171.4	3.5	2,075.5
Exchange differences	(3.1)	(107.8)	(4.2)	(10.1)	–	(125.2)
Acquisitions	–	94.3	0.2	9.2	–	103.7
Reclassifications	–	(1.2)	0.8	0.4	–	–
Charge for the period	11.5	614.1	18.7	50.2	1.1	695.6
Disposals	(1.6)	(216.7)	(6.5)	(24.9)	(2.0)	(251.7)
At 30 April 2018	73.4	2,136.3	89.4	196.2	2.6	2,497.9
Exchange differences	2.7	98.9	4.0	8.9	–	114.5
Acquisitions	–	194.9	2.5	12.6	–	210.0
Reclassifications	–	(1.7)	0.5	1.2	–	–
Charge for the period	14.3	745.5	22.5	59.5	1.2	843.0
Disposals	(2.5)	(304.8)	(5.7)	(33.7)	(1.5)	(348.2)
At 30 April 2019	87.9	2,869.1	113.2	244.7	2.3	3,317.2
Net book value						
At 30 April 2019	169.4	5,413.3	67.2	332.3	4.8	5,987.0
At 30 April 2018	117.2	4,430.5	52.9	276.3	5.1	4,882.0

£11m of rebuild costs were capitalised in the year (2018: £1m). No rental equipment was leased in either year.

14 Intangible assets including goodwill

	Other intangible assets				Total £m	Total £m
	Goodwill £m	Brand names £m	Customer lists £m	Contract related £m		
Cost or valuation						
At 1 May 2017	797.7	20.0	238.7	50.0	308.7	1,106.4
Recognised on acquisition	134.6	0.9	79.5	2.9	83.3	217.9
Additions	–	–	–	2.6	2.6	2.6
Exchange differences	(49.7)	(1.1)	(15.0)	(1.7)	(17.8)	(67.5)
At 30 April 2018	882.6	19.8	303.2	53.8	376.8	1,259.4
Recognised on acquisition	221.2	0.4	88.6	9.2	98.2	319.4
Exchange differences	40.9	0.9	14.1	1.6	16.6	57.5
At 30 April 2019	1,144.7	21.1	405.9	64.6	491.6	1,636.3
Amortisation						
At 1 May 2017	–	17.9	85.7	30.7	134.3	134.3
Charge for the period	–	1.8	35.3	6.4	43.5	43.5
Exchange differences	–	(1.1)	(4.9)	(1.3)	(7.3)	(7.3)
At 30 April 2018	–	18.6	116.1	35.8	170.5	170.5
Charge for the period	–	0.9	42.8	7.0	50.7	50.7
Exchange differences	–	0.9	7.7	1.2	9.8	9.8
At 30 April 2019	–	20.4	166.6	44.0	231.0	231.0
Net book value						
At 30 April 2019	1,144.7	0.7	239.3	20.6	260.6	1,405.3
At 30 April 2018	882.6	1.2	187.1	18.0	206.3	1,088.9

Goodwill acquired in a business combination is allocated at acquisition to the cash-generating units ('CGUs') that benefit from that business combination. During the year, the Group reviewed its CGUs and concluded that Scaffolding in Sunbelt US and Traffic, PSS and Lifting in A-Plant are more appropriately treated as part of the general equipment and related businesses CGU given the growth in the business and their relative scale. Prior year comparatives have been restated accordingly. As such, goodwill allocated to each of the Group's CGUs is as follows:

	2019 £m	2018 £m
Sunbelt US		
Pump & Power	87.9	41.5
Climate Control	56.9	20.6
General equipment and related businesses	832.6	673.2
	977.4	735.3
A-Plant		
Live (temporary roadways and barriers)	25.8	25.8
General equipment and related businesses	53.1	46.9
	78.9	72.7
Sunbelt Canada		
General equipment and related businesses	88.4	74.6
Total goodwill	1,144.7	882.6

14 Intangible assets including goodwill (continued)

For the purposes of determining potential goodwill impairment, recoverable amounts are determined from value in use calculations using cash flow projections based on financial plans covering a three-year period which were adopted and approved by the Board in April 2019. The key assumptions for these financial plans are those regarding revenue growth, margins and capital expenditure required to replace the rental fleet and support the growth forecast which management estimates based on past experience, market conditions and expectations for the future development of the market. The projections consist of the 2019/20 budget, a further two years from the Group's business plan and a further seven years' cash flows. The valuation uses an annual growth rate to determine the cash flows beyond the three-year business plan period of 2%, which does not exceed the average long-term growth rates for the relevant markets, a terminal value reflective of market multiples and discount rates of 10%, 9% and 10% for the US, UK and Canadian businesses respectively.

The impairment review is potentially sensitive to changes in key assumptions used, most notably the discount rate and the annuity growth rates. A sensitivity analysis has been undertaken by changing the key assumptions used for each CGU in Sunbelt US, A-Plant and Sunbelt Canada. Based on this sensitivity analysis, no reasonably possible change in the assumptions resulted in the recoverable amount for the CGUs identified above being reduced to their carrying value.

Sunbelt US**General equipment and related businesses**

Revenue for the general equipment business is linked primarily to US non-residential construction spend, which is expected to continue to grow during the business plan period. These businesses have grown more rapidly than both non-residential construction and the broader rental market and this outperformance is expected to continue over the business plan period, although not necessarily to the same degree as over recent years. EBITDA margins are forecast to increase slightly from current levels as the businesses benefit from good market conditions and increased scale.

Pump & Power and Climate Control

Revenue for the Pump & Power and Climate Control businesses is in part linked to the level of non-residential construction and also general levels of economic activity. EBITDA margins are forecast to increase slightly from current levels as the businesses benefit from increased scale.

A-Plant

Revenue for each of the A-Plant CGUs is linked primarily to UK non-residential construction spend. This market is expected to grow during the business plan period. A-Plant has grown over the last three years more quickly than non-residential construction and we expect it to perform ahead of the market over the business plan period. The Live business is also reliant on the events market which is expected to grow at a similar rate to construction markets. EBITDA margins are forecast to increase slightly from current levels as the businesses focus on operational efficiency and the benefit from increased scale.

Sunbelt Canada

Revenue for Sunbelt Canada is linked primarily to Canadian non-residential construction spend, which is expected to continue to grow during the business plan period. Sunbelt Canada, adjusted for the impact of the CRS acquisition, has grown over the last three years more quickly than non-residential construction and we expect it to perform ahead of the market over the business plan period, although not necessarily to the same degree as over recent years. EBITDA margins are forecast to increase slightly from current levels as the business benefits from the integration of the CRS and Voisin's businesses, improving market conditions and increased scale.

15 Trade and other payables

	2019 £m	2018 £m
Trade payables	217.0	243.7
Other taxes and social security	60.0	48.8
Accruals and deferred income	355.4	325.0
	632.4	617.5

Trade and other payables include amounts relating to the purchase of fixed assets of £196m (2018: £269m). The fair values of trade and other payables are not materially different from the carrying values presented.

16 Borrowings

	2019 £m	2018 £m
Current		
Finance lease obligations	2.3	2.7
Non-current		
First priority senior secured bank debt	2,010.7	1,508.5
Finance lease obligations	2.7	2.6
5.625% second priority senior secured notes, due 2024	379.3	358.4
4.125% second priority senior secured notes, due 2025	454.7	429.5
5.250% second priority senior secured notes, due 2026	453.6	–
4.375% second priority senior secured notes, due 2027	454.4	429.4
	3,755.4	2,728.4

The senior secured bank debt and the senior secured notes are secured by way of, respectively, first and second priority fixed and floating charges over substantially all the Group's property, plant and equipment, inventory and trade receivables.

First priority senior secured credit facility

At 30 April 2019, \$4.1bn was committed by our senior lenders under the asset-based senior secured revolving credit facility ('ABL facility') until December 2023 while the amount utilised was \$2,683m (including letters of credit totalling \$50m). The ABL facility is secured by a first priority interest in substantially all of the Group's assets. Pricing for the revolving credit facility is based on leverage and average availability according to a grid which varies from LIBOR plus 125bp to LIBOR plus 175bp. At 30 April 2019 the Group's borrowing rate was LIBOR plus 150bp.

The only financial performance covenant under the asset-based first priority senior bank facility is a fixed charge ratio (comprising LTM EBITDA before exceptional items less LTM net capital expenditure paid in cash over the sum of scheduled debt repayments plus cash interest, cash tax payments and dividends paid in the last 12 months) which must be equal to or greater than 1.0 times.

This covenant does not, however, apply when availability (the difference between the borrowing base and facility utilisation) exceeds \$410m. At 30 April 2019 availability under the bank facility was \$1,622m (\$1,115m at 30 April 2018), with an additional \$2,385m of suppressed availability meaning that the covenant was not measured at 30 April 2019 and is unlikely to be measured in forthcoming quarters.

Second priority senior secured notes

At 30 April 2019 the Group, through its wholly owned subsidiary Ashtead Capital, Inc., had four series of second priority senior secured notes outstanding with nominal values of \$500m, \$600m, \$600m and \$600m. The \$500m of notes carry an interest rate of 5.625% and are due on 1 October 2024. The \$600m 4.125% notes are due on 15 August 2025, the 5.250% notes are due on 1 August 2026 and the \$600m 4.375% notes are due on 15 August 2027. The notes are secured by second priority interests over substantially the same assets as the ABL facility and are also guaranteed by Ashtead Group plc.

Under the terms of the 5.625%, 4.125%, 5.250% and 4.375% notes the Group is, subject to important exceptions, restricted in its ability to incur additional debt, pay dividends, make investments, sell assets, enter into sale and leaseback transactions and merge or consolidate with another company. Financial performance covenants under the 5.625%, 4.125%, 5.250% and 4.375% senior secured notes issue are only measured at the time new debt is raised.

The effective rates of interest at the balance sheet date were as follows:

		2019	2018
First priority senior secured bank debt	– revolving advances in dollars	3.66%	3.42%
Secured notes	– \$500m nominal value	5.625%	5.625%
	– \$600m nominal value	4.125%	4.125%
	– \$600m nominal value	5.250%	–
	– \$600m nominal value	4.375%	4.375%
Finance leases		7.0%	7.0%

17 Obligations under finance leases

	Minimum lease payments		Present value of minimum lease payments	
	2019 £m	2018 £m	2019 £m	2018 £m
Amounts payable under finance leases:				
Less than one year	2.6	3.0	2.3	2.7
Later than one year but not more than five	3.2	3.0	2.7	2.6
	5.8	6.0	5.0	5.3
Future finance charges	(0.8)	(0.7)		
	5.0	5.3		

The Group's obligations under finance leases are secured by the lessor's rights over the leased assets disclosed in Note 13.

18 Provisions

	Insurance £m	Vacant property £m	Contingent consideration £m	Total £m
At 1 May 2018	37.2	2.3	20.9	60.4
Acquired businesses	–	–	17.7	17.7
Exchange differences	1.4	0.1	0.7	2.2
Utilised	(23.3)	(0.8)	(2.0)	(26.1)
Charged in the year	33.1	0.3	–	33.4
Amortisation of discount	0.3	–	0.6	0.9
At 30 April 2019	48.7	1.9	37.9	88.5

	2019 £m	2018 £m
Included in current liabilities	42.5	25.8
Included in non-current liabilities	46.0	34.6
	88.5	60.4

Insurance provisions relate to the discounted estimated gross liability in respect of claims to be incurred under the Group's insurance programmes for events occurring up to the year-end and are expected to be utilised over a period of approximately eight years. The provision is established based on advice received from independent actuaries of the estimated total cost of the insured risk based on historical claims experience. £14m (2018: £10m) of this total liability is due from insurers and is included within other receivables.

The majority of the provision for vacant property costs is expected to be utilised over a period of up to three years. The provision for contingent consideration relates to recent acquisitions and is expected to be paid out over the next three years and is reassessed at each reporting date.

19 Deferred tax
Deferred tax assets

	Tax losses £m	Other temporary differences £m	Total £m
At 1 May 2018	–	–	–
Offset against deferred tax liability at 1 May 2018	3.0	42.7	45.7
Gross deferred tax assets at 1 May 2018	3.0	42.7	45.7
Exchange differences	–	2.2	2.2
Credited to income statement	21.4	19.1	40.5
Credited to equity	1.4	0.3	1.7
Acquisitions	0.5	0.4	0.9
Less offset against deferred tax liability	(26.3)	(64.7)	(91.0)
At 30 April 2019	–	–	–

Deferred tax liabilities

	Accelerated tax depreciation £m	Other temporary differences £m	Total £m
Net deferred tax liability at 1 May 2018	769.7	24.3	794.0
Deferred tax assets offset at 1 May 2018	45.7	–	45.7
Gross deferred tax liability at 1 May 2018	815.4	24.3	839.7
Exchange differences	44.2	0.6	44.8
Charged to income statement	246.6	1.1	247.7
Acquisitions	12.5	7.4	19.9
	1,118.7	33.4	1,152.1
Less offset of deferred tax assets			
– benefit of tax losses			(26.3)
– other temporary differences			(64.7)
At 30 April 2019			1,061.1

The Group has not recognised a deferred tax asset in respect of losses carried forward in a non-trading UK company of £6m (2018: £6m) as it is not considered probable this deferred tax asset will be utilised.

At the balance sheet date, no temporary differences associated with undistributed earnings of subsidiaries are considered to exist as UK tax legislation largely exempts overseas dividends received from UK tax.

20 Share capital and reserves

Ordinary shares of 10p each	2019 Number	2018 Number	2019 £m	2018 £m
Issued and fully paid	499,225,712	499,225,712	49.9	49.9

During the year, the Company purchased 22.4m ordinary shares at a total cost of £462m under the share buyback programme announced in December 2017. At 30 April 2019, the Company held 30.3m (2018: 7.9m) shares in treasury at an average cost of 2,058p. A further 1.6m (2018: 1.7m) shares were held by the Company's Employee Share Ownership Trust ('ESOT') to facilitate the provision of shares under the Group's Performance Share Plan ('PSP').

21 Share-based payments

The ESOT facilitates the provision of shares under the Group's PSP. It holds a beneficial interest in 1,622,656 ordinary shares of the Company acquired at an average cost of 1,514p per share. The shares had a market value of £34.4m at 30 April 2019. The ESOT has waived the right to receive dividends on the shares it holds. The costs of operating the ESOT are borne by the Group but are not significant.

Details of the PSP are given on pages 80 and 85. The costs of this scheme are charged to the income statement over the vesting period, based on the fair value of the award at the grant date and the likelihood of allocations vesting under the scheme. In 2019, there was a net charge to pre-tax profit in respect of the PSP of £8m (2018: £7m). After tax, the total charge was £6m (2018: £5m).

The fair value of awards granted during the year is estimated using a Black-Scholes option pricing model with the following assumptions: share price at grant date of 2,255p, nil exercise price, a dividend yield of 1.22%, volatility of 29.34%, a risk-free rate of 0.76% and an expected life of three years.

Expected volatility was determined by calculating the historical volatility over the previous three years. The expected life used in the model is based on the terms of the plan.

Details of the PSP awards outstanding during the year are as follows:

	2019 Number	2018 Number
Outstanding at 1 May	2,300,169	2,310,855
Granted	588,894	682,615
Exercised	(720,551)	(650,218)
Expired	(118,234)	(43,083)
Outstanding at 30 April	2,050,278	2,300,169
Exercisable at 30 April	–	–

22 Operating leases

Minimum annual commitments under existing operating leases may be analysed by date of expiry of the lease as follows:

	2019 £m	2018 £m
Land and buildings:		
Expiring in one year	8.0	6.0
Expiring between two and five years	49.4	38.8
Expiring in more than five years	38.4	31.2
	95.8	76.0

Total minimum commitments under existing operating leases at 30 April 2019 through to the earliest date at which the lease may be exited without penalty by year are as follows:

	£m
Financial year	
2020	95.8
2021	83.6
2022	73.2
2023	62.4
2024	46.6
Thereafter	133.6
	495.2

£2m of the total minimum operating lease commitments of £495m relating to vacant properties has been provided within the financial statements and included within provisions in the balance sheet.

23 Pensions**Defined contribution plans**

The Group operates pension plans for the benefit of qualifying employees. The plans for new employees throughout the Group are all defined contribution plans. Pension costs for defined contribution plans were £16m (2018: £13m).

Defined benefit plan

The Group also has a defined benefit plan for certain UK employees which was closed to new members in 2001. The plan is a funded defined benefit plan with trustee-administered assets held separately from those of the Group. The Trustees are composed of representatives of both the Company and plan members. The Trustees are required by law to act in the interest of all relevant beneficiaries and are responsible for the investment policy of the assets and the day-to-day administration of the benefits.

The plan is a final salary plan which provides members a guaranteed level of pension payable for life. The level of benefits provided by the plan depends on members' length of service and their salary in the final years leading up to retirement.

The plan's duration is an indicator of the weighted-average time until benefit payments are made. For the plan as a whole, the duration is around 20 years. The estimated amount of contributions expected to be paid by the Group to the plan during the 2019/20 financial year is £1m.

The plan exposes the Group to a number of risks, the most significant being investment risk, interest rate risk, inflation risk and life expectancy risk.

The most recent actuarial valuation was carried out as at 30 April 2016 by a qualified independent actuary and showed a funding surplus of £6m. The actuary was engaged by the Company to perform a valuation in accordance with IAS 19 (revised) as at 30 April 2019. The principal financial assumptions made by the actuary were as follows:

	2019	2018
Discount rate	2.5%	2.7%
Inflation assumption – RPI	3.3%	3.1%
– CPI	2.2%	2.0%
Rate of increase in salaries	4.3%	4.1%
Rate of increase in pensions in payment	3.2%	3.0%

Pensioner life expectancy assumed in the 30 April 2019 update is based on the 'S2P CMI 2018' projection model mortality tables adjusted so as to apply a minimum annual rate of improvement of 1.25% a year. Samples of the ages to which pensioners are assumed to live are as follows:

	2019	2018
Life expectancy of pensioners currently aged 65		
Male	86.2	86.3
Female	88.1	88.3
Life expectancy at age 65 for future pensioner currently aged 45		
Male	87.5	87.7
Female	89.6	89.8

The plan's assets are invested in the following asset classes:

	Fair value	
	2019 £m	2018 £m
UK equities	48.6	54.0
US equities	23.5	17.4
European equities	3.3	3.1
Corporate bonds	2.6	-
Global loan fund	10.0	10.2
Liability driven investment funds	2.4	2.6
Property	12.2	12.4
Infrastructure	4.0	3.7
Cash	0.5	0.3
	107.1	103.7

The amounts recognised in the balance sheet are determined as follows:

	2019 £m	2018 £m
Fair value of plan assets	107.1	103.7
Present value of funded defined benefit obligation	(108.0)	(99.2)
Net (liability)/asset recognised in the balance sheet	(0.9)	4.5

The components of the defined benefit cost recognised in the income statement are as follows:

	2019 £m	2018 £m
Current service cost	1.0	1.1
Past service cost	1.4	-
Net interest on the net defined benefit plan	(0.1)	0.1
Net charge to the income statement	2.3	1.2

The remeasurements of the defined benefit plan recognised in the statement of comprehensive income are as follows:

	2019 £m	2018 £m
Actuarial (loss)/gain due to changes in financial assumptions	(7.0)	5.2
Actuarial gain due to changes in demographic assumptions	1.1	0.7
Actuarial loss arising from experience adjustments	(0.2)	(0.5)
Return on plan assets excluding amounts recognised in net interest	2.4	3.3
Remeasurement of the defined benefit pension plan	(3.7)	8.7

23 Pensions (continued)

Movements in the present value of defined benefit obligations were as follows:

	2019 £m	2018 £m
At 1 May	99.2	103.5
Current service cost	1.0	1.1
Past service cost	1.4	–
Interest cost	2.7	2.7
Contributions from members	0.2	0.2
Remeasurements		
– Actuarial loss/(gain) due to changes in financial assumptions	7.0	(5.2)
– Actuarial gain due to changes in demographic assumptions	(1.1)	(0.7)
– Actuarial loss arising from experience adjustments	0.2	0.5
Benefits paid	(2.6)	(2.9)
At 30 April	108.0	99.2

The key assumptions used in valuing the defined benefit obligation are: discount rate, inflation and mortality. The sensitivity of the results to these assumptions is as follows:

- An increase in the discount rate of 0.5% would result in a £9m (2018: £9m) decrease in the defined benefit obligation.
- An increase in the inflation rate of 0.5% would result in an £8m (2018: £8m) increase in the defined benefit obligation. This includes the resulting change to other assumptions that are related to inflation such as pensions and salary growth.
- A one-year increase in the pensioner life expectancy at age 65 would result in a £5m (2018: £4m) increase in the defined benefit obligation.

The above sensitivity analyses have been determined based on reasonably possible changes to the significant assumptions, while holding all other assumptions constant. In practice, this is unlikely to occur, and changes in some assumptions may be correlated. The sensitivity information shown above has been prepared using the same method as adopted when adjusting the results of the latest funding valuation to the balance sheet date. This is the same approach as has been adopted in previous periods.

Movements in the fair value of plan assets were as follows:

	2019 £m	2018 £m
At 1 May	103.7	99.8
Interest income	2.8	2.6
Remeasurement – return on plan assets excluding amounts recognised in net interest	2.4	3.3
Employer contributions	0.6	0.7
Contributions from members	0.2	0.2
Benefits paid	(2.6)	(2.9)
At 30 April	107.1	103.7

The actual return on plan assets was £5m (2018: £6m).

24 Financial risk management

The Group's trading and financing activities expose it to various financial risks that, if left unmanaged, could adversely impact on current or future earnings. Although not necessarily mutually exclusive, these financial risks are categorised separately according to their different generic risk characteristics and include market risk (foreign currency risk and interest rate risk), credit risk and liquidity risk.

It is the role of the Group treasury function to manage and monitor the Group's financial risks and internal and external funding requirements in support of the Group's corporate objectives. Treasury activities are governed by policies and procedures approved by the Board and monitored by the Finance and Administration Committee. In particular, the Board of directors or, through delegated authority, the Finance and Administration Committee, approves any derivative transactions. Derivative transactions are only undertaken for the purposes of managing interest rate risk and currency risk. The Group does not trade in financial instruments. The Group maintains treasury control systems and procedures to monitor liquidity, currency, credit and financial risks. The Group reports its financial results and pays dividends in pounds sterling.

Market risk

The Group's activities expose it primarily to interest rate and currency risk. Interest rate risk is monitored on a continuous basis and managed, where appropriate, through the use of interest rate swaps whereas, the use of forward foreign exchange contracts to manage currency risk is considered on an individual non-trading transaction basis. The Group is not exposed to commodity price risk or equity price risk as defined in IFRS 7.

Interest rate risk

Management of fixed and variable rate debt

The Group has fixed and variable rate debt in issue with 46% of the drawn debt at a fixed rate as at 30 April 2019. The Group's accounting policy requires all borrowings to be held at amortised cost. As a result, the carrying value of fixed rate debt is unaffected by changes in credit conditions in the debt markets and there is therefore no exposure to fair value interest rate risk. The Group's debt that bears interest at a variable rate comprises all outstanding borrowings under the senior secured credit facility. The interest rates currently applicable to this variable rate debt are LIBOR as applicable to the currency borrowed plus 150bp. The Group periodically utilises interest rate swap agreements to manage and mitigate its exposure to changes in interest rates. However, during the year ended and as at 30 April 2019, the Group had no such swap agreements outstanding. The Group also may at times hold cash and cash equivalents which earn interest at a variable rate.

Net variable rate debt sensitivity

At 30 April 2019, based upon the amount of variable rate debt outstanding, the Group's pre-tax profits would change by approximately £20m for each one percentage point change in interest rates applicable to the variable rate debt and, after tax effects, equity would change by approximately £14m. The amount of the Group's variable rate debt may fluctuate as a result of changes in the amount of debt outstanding under the senior secured credit facility.

Currency risk

Currency risk is limited to translation risk as there are no transactions in the ordinary course of business that take place between foreign entities. The Group's reporting currency is the pound sterling. However, the majority of our assets, liabilities, revenue and costs are denominated in US dollars. The Group has arranged its financing such that, at 30 April 2019, 93% of its debt was denominated in US (and Canadian) dollars so that there is a natural partial offset between its dollar-denominated net assets and earnings and its dollar-denominated debt and interest expense. At 30 April 2019, dollar-denominated debt represented approximately 60% of the value of dollar-denominated net assets (other than debt).

The Group's exposure to exchange rate movements on trading transactions is relatively limited. All Group companies invoice revenue in their respective local currency and generally incur expense and purchase assets in their local currency. Consequently, the Group does not routinely hedge either forecast foreign currency exposures or the impact of exchange rate movements on the translation of overseas profits into sterling. Where the Group does hedge, it maintains appropriate hedging documentation. Foreign exchange risk on significant non-trading transactions (e.g. acquisitions) is considered on an individual basis.

Resultant impacts of reasonably possible changes to foreign exchange rates

Based upon the level of US operations and the US dollar-denominated debt balance, at 30 April 2019 a 1% change in the US dollar-pound exchange rate would have impacted our pre-tax profits by approximately £11m and equity by approximately £31m. At 30 April 2019, the Group had no outstanding foreign exchange contracts.

Credit risk

The Group's principal financial assets are cash and bank balances and trade and other receivables. The Group's credit risk is primarily attributable to its trade receivables. The amounts presented in the balance sheet are net of the loss allowance. The credit risk on liquid funds and derivative financial instruments is limited because the counterparties are banks with high credit ratings assigned by international credit rating agencies. The carrying amount of financial assets recorded in the financial statements, which are net of impairment losses, represent the Group's maximum exposure to credit risk.

The Group has a large number of unrelated customers, serving over 710,000 during the financial year, and does not have any significant credit exposure to any particular customer. Each business segment manages its own exposure to credit risk according to the economic circumstances and characteristics of the markets they serve. The Group believes that management of credit risk on a devolved basis enables it to assess and manage it more effectively. However, broad principles of credit risk management practice are observed across the Group, such as the use of credit reference agencies and the maintenance of credit control functions.

24 Financial risk management (continued)**Liquidity risk**

Liquidity risk is the risk that the Group could experience difficulties in meeting its commitments to creditors as financial liabilities fall due for payment.

The Group generates significant free cash flow before investment (defined as cash flow from operations less replacement capital expenditure net of proceeds of asset disposals, interest paid and tax paid). This free cash flow before investment is available to the Group to invest in growth capital expenditure, acquisitions, dividend payments and other returns to shareholders or to reduce debt.

In addition to the strong free cash flow from normal trading activities, additional liquidity is available through the Group's ABL facility. At 30 April 2019, availability under the \$4.1bn facility was \$1,622m (£1,244m), which compares with the threshold of \$410m, above which the covenant does not apply.

Contractual maturity analysis

Trade receivables, the principal class of non-derivative financial asset held by the Group, are settled gross by customers.

The following table presents the Group's outstanding contractual maturity profile for its non-derivative financial liabilities, excluding trade and other payables which fall due within one year. The analysis presented is based on the undiscounted contractual maturities of the Group's financial liabilities, including any interest that will accrue, except where the Group is entitled and intends to repay a financial liability, or part of a financial liability, before its contractual maturity. The undiscounted cash flows have been calculated using foreign currency exchange rates and interest rates ruling at the balance sheet date.

At 30 April 2019

	Undiscounted cash flows – year to 30 April						Total £m
	2020 £m	2021 £m	2022 £m	2023 £m	2024 £m	Thereafter £m	
Bank and other debt	–	–	–	–	2,010.7	–	2,010.7
Finance leases	2.3	1.5	0.9	0.3	–	–	5.0
5.625% senior secured notes	–	–	–	–	–	383.5	383.5
4.125% senior secured notes	–	–	–	–	–	460.3	460.3
5.250% senior secured notes	–	–	–	–	–	460.3	460.3
4.375% senior secured notes	–	–	–	–	–	460.3	460.3
	2.3	1.5	0.9	0.3	2,010.7	1,764.4	3,780.1
Interest payments	158.8	158.7	158.6	158.5	89.5	154.2	878.3
	161.1	160.2	159.5	158.8	2,100.2	1,918.6	4,658.4

Letters of credit of £38m (2018: £33m) are provided and guaranteed under the ABL facility which expires in December 2023.

At 30 April 2018

	Undiscounted cash flows – year to 30 April						Total £m
	2019 £m	2020 £m	2021 £m	2022 £m	2023 £m	Thereafter £m	
Bank and other debt	–	–	–	–	1,515.7	–	1,515.7
Finance leases	2.7	1.3	0.9	0.4	–	–	5.3
5.625% senior secured notes	–	–	–	–	–	363.0	363.0
4.125% senior secured notes	–	–	–	–	–	435.5	435.5
4.375% senior secured notes	–	–	–	–	–	435.5	435.5
	2.7	1.3	0.9	0.4	1,515.7	1,234.0	2,755.0
Interest payments	109.7	109.5	109.5	109.4	60.2	155.0	653.3
	112.4	110.8	110.4	109.8	1,575.9	1,389.0	3,408.3

Fair value of financial instruments

Financial assets and liabilities are measured in accordance with the fair value hierarchy and assessed as Level 1, 2 or 3 based on the following criteria:

- Level 1: fair value measurement based on quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: fair value measurements derived from inputs other than quoted prices that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3: fair value measurements derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data.

Fair value of derivative financial instruments

At 30 April 2019, the Group had no derivative financial instruments. The embedded prepayment options included within the \$500m 5.625% senior secured loan notes, \$600m 4.125% senior secured loan notes, \$600m 5.250% senior secured loan notes and \$600m 4.375% senior secured loan notes are either closely related to the host debt contract or immaterial and hence, are not accounted for separately. These loan notes are carried at amortised cost.

Fair value of non-derivative financial assets and liabilities

The table below provides a comparison, by category of the carrying amounts and the fair values of the Group's non-derivative financial assets and liabilities at 30 April 2019.

		At 30 April 2019		At 30 April 2018	
		Book value £m	Fair value £m	Book value £m	Fair value £m
Long-term borrowings					
– first priority senior secured bank debt	Level 1	2,010.7	2,010.7	1,515.7	1,515.7
– 5.625% senior secured notes	Level 1	383.5	397.5	363.0	374.7
– 4.125% senior secured notes	Level 1	460.3	455.1	435.5	413.8
– 5.250% senior secured notes	Level 1	460.3	476.9	–	–
– 4.375% senior secured notes	Level 1	460.3	451.6	435.5	407.2
		3,775.1	3,791.8	2,749.7	2,711.4
– finance lease obligations	Level 2	2.7	3.2	2.6	3.0
Total long-term borrowings		3,777.8	3,795.0	2,752.3	2,714.4
Deferred costs of raising finance		(22.4)	–	(23.9)	–
		3,755.4	3,795.0	2,728.4	2,714.4
Other financial instruments ¹					
Contingent consideration provision	Level 3	37.9	37.9	20.9	20.9
Finance lease obligations due within one year	Level 2	2.3	2.6	2.7	3.0
Cash and cash equivalents	Level 1	12.8	12.8	19.1	19.1

¹ The Group's trade and other receivables and trade and other payables are not shown in the table above. The carrying amounts of both categories approximate their fair values.

Contingent consideration provisions are a Level 3 financial liability. Future anticipated payments to vendors in respect of contingent consideration are initially recorded at fair value which is the present value of the expected cash outflows of the obligations. The obligations are dependent upon the future financial performance of the businesses acquired. The fair value is estimated based on internal financial projections prepared in relation to the acquisition with the contingent consideration discounted to present value using a discount rate in line with the Group's cost of debt.

25 Notes to the cash flow statement

a) Cash flow from operating activities

	2019 £m	2018 £m
Operating profit before exceptional items and amortisation	1,263.6	1,037.5
Depreciation	843.0	695.6
EBITDA before exceptional items	2,106.6	1,733.1
Profit on disposal of rental equipment	(31.4)	(20.4)
Profit on disposal of other property, plant and equipment	(0.8)	(0.7)
Increase in inventories	(14.9)	(7.7)
Increase in trade and other receivables	(84.7)	(83.1)
Increase in trade and other payables	60.7	53.0
Exchange differences	(0.6)	–
Other non-cash movements	7.6	7.0
Cash generated from operations before exceptional items and changes in rental equipment	2,042.5	1,681.2

b) Acquisitions

	2019 £m	2018 £m
Cash consideration paid		
– acquisitions in the period (net of cash acquired)	589.4	351.2
– contingent consideration	1.9	7.8
	591.3	359.0

During the year, 24 acquisitions were made for a total cash consideration of £589m (2018: £351m), after taking account of net cash acquired of £3m. Further details are provided in Note 26.

Payments for contingent consideration on prior year acquisitions were also made of £2m (2018: £8m).

25 Notes to the cash flow statement (continued)**c) Analysis of net debt**

Net debt consists of total borrowings less cash and cash equivalents. Borrowings exclude accrued interest. Foreign currency denominated balances are retranslated to pounds sterling at rates of exchange ruling at the balance sheet date.

	1 May 2018 £m	Cash flow £m	Non-cash movements			30 April 2019 £m
			Exchange movement £m	Debt acquired £m	Other movements £m	
Short-term borrowings	2.7	(9.1)	–	7.9	0.8	2.3
Long-term borrowings	2,728.4	864.4	126.6	20.5	15.5	3,755.4
Total liabilities from financing activities	2,731.1	855.3	126.6	28.4	16.3	3,757.7
Cash and cash equivalents	(19.1)	6.6	(0.3)	–	–	(12.8)
Net debt	2,712.0	861.9	126.3	28.4	16.3	3,744.9

	1 May 2017 £m	Cash flow £m	Non-cash movements			30 April 2018 £m
			Exchange movement £m	Debt acquired £m	Other movements £m	
Short-term borrowings	2.6	(42.1)	–	40.7	1.5	2.7
Long-term borrowings	2,531.4	336.9	(140.1)	–	0.2	2,728.4
Total liabilities from financing activities	2,534.0	294.8	(140.1)	40.7	1.7	2,731.1
Cash and cash equivalents	(6.3)	(13.1)	0.3	–	–	(19.1)
Net debt	2,527.7	281.7	(139.8)	40.7	1.7	2,712.0

Other non-cash movements relate to the amortisation of prepaid fees relating to the refinancing of debt facilities, the addition of new finance leases in the year and the reclassification of deferred financing costs to other debtors for the ABL facility.

26 Acquisitions

During the year, the following acquisitions were completed:

- i) On 1 June 2018, Sunbelt Canada acquired the entire share capital of Voisin's Equipment Rental Ltd. and Universal Rental Services Limited (together 'Voisin's') for an aggregate cash consideration of £18m (C\$32m) with contingent consideration of up to £1m (C\$2.5m), payable over the next year, depending on revenue meeting or exceeding certain thresholds. Including acquired debt, the total cash consideration was £44m (C\$76m). Voisin's is a general equipment rental business in Ontario, Canada.
- ii) On 29 June 2018, A-Plant acquired the entire share capital of Astra Site Services Limited ('Astra') for a cash consideration of £6m. Including acquired debt, the total cash consideration was £7m. Astra is a hydraulic attachment rental business.
- iii) On 3 July 2018, Sunbelt Canada acquired the entire share capital of Richlock Rentals Ltd. ('Richlock') for a cash consideration of £7m (C\$13m). Richlock is a general equipment rental business in British Columbia, Canada.
- iv) On 17 July 2018, Sunbelt US acquired the business and assets of Wistar Equipment, Inc. ('Wistar') for a cash consideration of £18m (\$23m). Wistar is an industrial power rental business in New Jersey.
- v) On 20 July 2018, Sunbelt US acquired the entire share capital of Blagrove No 2 Limited, the parent company of Mabey, Inc. ('Mabey') for a cash consideration of £70m (\$93m). Mabey is a ground protection and trench shoring business on the east coast of the US.
- vi) On 8 August 2018, Sunbelt US acquired the business and assets of Berry Holdings, LLC, trading as Taylor Rental Center ('Taylor'), for a cash consideration of £1m (\$1m). Taylor is a general equipment rental business in Ohio.
- vii) On 13 August 2018, Sunbelt US acquired the business and assets of Interstate Aerials, LLC ('Interstate') for a cash consideration of £161m (\$206m). Interstate is a general equipment rental business in Philadelphia and northern New Jersey.
- viii) On 5 September 2018, Sunbelt US acquired the business and assets of Equipment 4 Rent ('E4R') for a cash consideration of £13m (\$17m), with contingent consideration of up to £0.4m (\$0.5m), payable over the next year, depending on revenue meeting or exceeding certain thresholds. E4R is a general equipment rental business in Massachusetts.
- ix) On 25 September 2018, Sunbelt US acquired the business and assets of Gauer Service & Supply Company ('Gauer') for a cash consideration of £1m (\$1m). Gauer is a general equipment rental business in Ohio.
- x) On 28 September 2018, Sunbelt US acquired the business and assets of Midwest High Reach, Inc. ('MHR') for a cash consideration of £34m (\$45m). MHR is a general equipment rental business in Illinois.
- xi) On 1 October 2018, Sunbelt Canada acquired the business and assets of 2231147 Ontario Inc., trading as Innovative Industrial Solutions ('Innovative'), for a cash consideration of £2m (C\$4m). Innovative is a flooring solutions rental business in Ontario, Canada.
- xii) On 17 October 2018, Sunbelt Canada acquired the business and assets of Patcher Energy Management Ltd. ('Patcher') for a cash consideration of £4m (C\$7m). Patcher is a temporary power rental business in Alberta, Canada.
- xiii) On 1 November 2018, A-Plant acquired the entire share capital of Precision Geomatics Limited ('Precision') for a cash consideration of £4m. Precision is a survey equipment hire business.
- xiv) On 1 November 2018, Sunbelt US acquired the business and assets of Apex Pump & Equipment LLC ('Apex') for a cash consideration of £79m (\$103m) with contingent consideration of up to £12m (\$15m), payable over the next three years, depending on EBITDA meeting or exceeding certain thresholds. Apex is a pump business in Texas.

- xv) On 1 November 2018, Sunbelt Canada acquired the business and assets of Full Impact Enterprises Ltd., trading as GWG Rentals ('GWG Rentals') for a cash consideration of £4m (C\$6m). GWG Rentals is a general equipment rental business in British Columbia, Canada.
- xvi) On 8 November 2018, Sunbelt US acquired the business and assets of Underground Safety Equipment, LLC ('USE') for a cash consideration of £25m (\$33m) with contingent consideration of up to £5m (\$6m), payable over the next two years, depending on EBITDA meeting or exceeding certain thresholds. USE is a trench shoring business operating in Colorado, Utah, Tennessee and Texas.
- xvii) On 30 November 2018, A-Plant acquired the entire share capital of Hoist It Limited ('Hoist It') for cash consideration of £4m. Including acquired debt, the total cash consideration was £5m. Hoist It is a specialist provider of lifting solutions.
- xviii) On 11 January 2019, Sunbelt US acquired the business and assets of Hull Brothers Rental, Inc. ('Hull Brothers') for a cash consideration of £10m (\$12m). Hull Brothers is a general equipment rental business in Michigan.
- xix) On 28 January 2019, Sunbelt US acquired the business and assets of Koslowski Rentals, Inc., trading as A Rental Center ('A Rental') for a cash consideration of £1m (\$1m). A Rental is a general equipment rental business in California.
- xx) On 8 February 2019, Sunbelt US acquired the business and assets of Temp Air, Inc. ('Temp Air') for a cash consideration of £92m (\$119m). Temp Air is a climate control business operating across 13 markets within the US.
- xxi) On 8 February 2019, Sunbelt US acquired the business and assets of Baystate Equipment & Rental Sales Co., Inc. ('Baystate') for a cash consideration of £9m (\$11m). Baystate is a general equipment business in Massachusetts.
- xxii) On 15 February 2019, Sunbelt US acquired the business and assets of Bat's Inc., trading as Harper Car and Truck Rental of Hawaii ('Harper') for a cash consideration of £3m (\$4m). Harper will operate as a general equipment business in Hawaii.
- xxiii) On 8 March 2019, Sunbelt Canada acquired the business and assets of Winn Rentals ('Winn') for a cash consideration of £15m (C\$26m) with contingent consideration of up to £0.6m (C\$1m), payable over the next two years, depending on EBITDA meeting or exceeding certain thresholds. Winn is a general equipment business operating in British Columbia, Canada.
- xxiv) On 10 April 2019, Sunbelt US acquired the business assets of Bilcan Inc, trading as El Camino Rentals and B&C Leasing, Inc. (together 'ECR') for a cash consideration of £13m (\$17m). ECR is a general equipment business operating in California.

The following table sets out the fair value of the identifiable assets and liabilities acquired by the Group. The fair values have been determined provisionally at the balance sheet date.

	Fair value to Group £m
Net assets acquired	
Trade and other receivables	48.9
Inventory	11.4
Property, plant and equipment	
– rental equipment	259.4
– other assets	37.5
Creditors	(17.6)
Debt	(28.4)
Current tax	(0.5)
Deferred tax	(19.0)
Intangible assets (non-compete agreements, brand names and customer relationships)	98.2
	389.9
Consideration:	
– cash paid and due to be paid (net of cash acquired)	593.4
– contingent consideration payable in cash	17.7
	611.1
Goodwill	221.2

The goodwill arising can be attributed to the key management personnel and workforce of the acquired businesses and to the synergies and other benefits the Group expects to derive from the acquisitions. The synergies and other benefits include the elimination of duplicate costs, improving utilisation of the acquired rental fleet, using the Group's financial strength to invest in the acquired businesses and drive improved returns through a semi-fixed cost base and the application of the Group's proprietary software to optimise revenue opportunities. £179m of the goodwill is expected to be deductible for income tax purposes.

The fair value of trade receivables at acquisition was £49m. The gross contractual amount for trade receivables due was £51m, net of a £2m provision for debts which may not be collected.

Due to the operational integration of the acquired businesses with Sunbelt US, Sunbelt Canada and A-Plant since acquisition, in particular the merger of some stores, the movement of rental equipment between stores and investment in the rental fleet, it is not practical to report the revenue and profit of the acquired businesses post-acquisition. On an annual basis they generate approximately £245m of revenue.

The revenue and operating profit of these acquisitions from 1 May 2018 to their date of acquisition was not material.

27 Contingent liabilities

The Group is subject to periodic legal claims and other exposures in the ordinary course of its business, none of which is expected to have a material impact on the Group's financial position.

Following its state aid investigation, the European Commission announced its decision in April 2019 that the Group Financing Exemption in the UK controlled foreign company ('CFC') legislation does constitute state aid in some circumstances. In common with other UK-based international companies, the Group may be affected by the outcome of this investigation and is therefore monitoring developments. If the decision reached by the European Commission is not successfully appealed, we have estimated the Group's maximum potential liability to be £34m as at 30 April 2019. Based on the current status of the investigation, we have concluded that no provision is required in relation to this amount.

The Company

The Company has guaranteed the borrowings of its subsidiary undertakings under the Group's senior secured credit and overdraft facilities. At 30 April 2019 the amount borrowed under these facilities was £2,011m (2018: £1,516m). Subsidiary undertakings are also able to obtain letters of credit under these facilities and, at 30 April 2019, letters of credit issued under these arrangements totalled £38m (\$50m) (2018: £33m (\$45m)). In addition, the Company has guaranteed the 5.625%, 4.125%, 5.250% and 4.375% second priority senior secured notes with a par value of \$500m (£384m), \$600m (£460m), \$600m (£460m) and \$600m (£460m) respectively, issued by Ashtead Capital, Inc..

The Company has guaranteed operating and finance lease commitments of subsidiary undertakings where the minimum lease commitment at 30 April 2019 totalled £38m (2018: £33m) in respect of land and buildings of which £8m is payable by subsidiary undertakings in the year ending 30 April 2020.

The Company has provided a guarantee to the Ashtead Group plc Retirement Benefits Plan ('the plan') that ensures the plan is at least 105% funded as calculated in accordance with Section 179 of the Pensions Act 2004. Based on the last actuarial valuation at 30 April 2016, this guarantee was the equivalent of £21m.

The Company has guaranteed the performance by subsidiaries of certain other obligations up to £4m (2018: £2m).

28 Capital commitments

At 30 April 2019 capital commitments in respect of purchases of rental and other equipment totalled £309m (2018: £387m), all of which had been ordered. There were no other material capital commitments at the year end.

29 Events after the balance sheet date

Since the balance sheet date, the Group has completed three acquisitions as follows:

- i) On 9 May 2019, Sunbelt US acquired the business and assets of Westside Rental and Sales, LLC ('Westside'). Westside is a general equipment business in Tennessee.
- ii) On 17 May 2019, Sunbelt US acquired the business and assets of the Harlingen Texas branch of Harris County Rentals, LLC, trading as Texas State Rentals ('HCR'). HCR is a general equipment business in Texas.
- iii) On 29 May 2019, Sunbelt US acquired the business and assets of the Tampa branch of Contractors Building Supply Co., LLC ('CBS'). CBS is a general equipment business in Florida.

The initial accounting for these acquisitions is incomplete. Had these acquisitions taken place on 1 May 2018, their contribution to revenue and operating profit would not have been material.

30 Related party transactions

The Group's key management comprises the Company's executive and non-executive directors. Details of their remuneration are given in Note 4 and details of their share interests and share awards are given in the directors' Remuneration report and form part of these financial statements. In relation to the Group's defined benefit pension plan, details are included in Note 23.

31 Employees

The average number of employees, including directors, during the year was as follows:

	2019 Number	2018 Number
United States	12,148	11,380
United Kingdom	3,771	3,657
Canada	880	584
	16,799	15,621

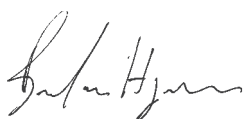
32 Parent company information

a) Balance sheet of the Company (Company number: 01807982)

	Notes	2019 £m	2018 £m
Current assets			
Prepayments and accrued income		0.4	0.4
Amounts due from subsidiary undertakings	(f)	274.5	374.2
		274.9	374.6
Non-current assets			
Investments in Group companies	(g)	363.7	363.7
Deferred tax asset		1.9	2.0
		365.6	365.7
Total assets		640.5	740.3
Current liabilities			
Accruals and deferred income		12.4	9.8
Total liabilities		12.4	9.8
Equity			
Share capital	(b)	49.9	49.9
Share premium account	(b)	3.6	3.6
Capital redemption reserve	(b)	6.3	6.3
Own shares held by the Company	(b)	(622.6)	(161.0)
Own shares held through the ESOT	(b)	(24.6)	(20.0)
Retained reserves	(b)	1,215.5	851.7
Equity attributable to equity holders of the Company		628.1	730.5
Total liabilities and equity		640.5	740.3

The Company reported a profit for the financial year ended 30 April 2019 of £530m (2018: £496m).

These financial statements were approved by the Board on 17 June 2019.



BRENDAN HORGAN
Chief executive



MICHAEL PRATT
Finance director

32 Parent company information (continued)**b) Statement of changes in equity of the Company**

	Share capital £m	Share premium account £m	Capital redemption reserve £m	Own shares held by the Company £m	Own shares held through the ESOT £m	Retained reserves £m	Total £m
At 1 May 2017	49.9	3.6	6.3	-	(16.7)	495.4	538.5
Profit for the year	-	-	-	-	-	496.0	496.0
Other comprehensive income for the year	-	-	-	-	-	-	-
Total comprehensive income for the year	-	-	-	-	-	496.0	496.0
Dividends paid	-	-	-	-	-	(140.5)	(140.5)
Own shares purchased by the ESOT	-	-	-	-	(10.2)	-	(10.2)
Own shares purchased by the Company	-	-	-	(161.0)	-	-	(161.0)
Share-based payments	-	-	-	-	6.9	0.1	7.0
Tax on share-based payments	-	-	-	-	-	0.7	0.7
At 30 April 2018	49.9	3.6	6.3	(161.0)	(20.0)	851.7	730.5
Profit for the year	-	-	-	-	-	529.5	529.5
Other comprehensive income for the year	-	-	-	-	-	-	-
Total comprehensive income for the year	-	-	-	-	-	529.5	529.5
Dividends paid	-	-	-	-	-	(164.2)	(164.2)
Own shares purchased by the ESOT	-	-	-	-	(14.2)	-	(14.2)
Own shares purchased by the Company	-	-	-	(461.6)	-	-	(461.6)
Share-based payments	-	-	-	-	9.6	(2.0)	7.6
Tax on share-based payments	-	-	-	-	-	0.5	0.5
At 30 April 2019	49.9	3.6	6.3	(622.6)	(24.6)	1,215.5	628.1

c) Cash flow statement of the Company

	Note	2019 £m	2018 £m
Cash flows from operating activities			
Cash used in operations	(i)	111.3	(185.2)
Financing costs paid – commitment fee		(2.0)	(1.9)
Dividends received from Ashtead Holdings PLC		529.5	496.0
Net cash from operating activities		638.8	308.9
Cash flows from financing activities			
Purchase of own shares by the ESOT		(14.2)	(10.2)
Purchase of own shares by the Company		(460.4)	(158.2)
Dividends paid		(164.2)	(140.5)
Net cash used in financing activities		(638.8)	(308.9)
Change in cash and cash equivalents		-	-

d) Accounting policies

The Company financial statements have been prepared on the basis of the accounting policies set out in Note 2 above, supplemented by the policy on investments set out below.

Investments in subsidiary undertakings are stated at cost less any necessary provision for impairment in the parent company balance sheet. Where an investment in a subsidiary is transferred to another subsidiary, any uplift in the value at which it is transferred over its carrying value is treated as a revaluation of the investment prior to the transfer and is credited to the revaluation reserve.

e) Income statement

Ashtead Group plc has not presented its own profit and loss account as permitted by section 408 of the Companies Act 2006. The profit attributable to the Company is disclosed in the footnote to the Company's balance sheet. There were no other amounts of comprehensive income in the financial year.

The average number of employees, including directors, during the year was as follows:

	2019 Number	2018 Number
Employees	15	14

Their aggregate remuneration comprised:

	2019 £m	2018 £m
Salaries	8.5	9.5
Social security costs	1.6	1.6
Other pension costs	0.5	0.5
	10.6	11.6

f) Amounts due from subsidiary undertakings

	2019 £m	2018 £m
Due within one year: Ashtead Holdings PLC	274.5	374.2

g) Investments

	Shares in Group companies	
	2019 £m	2018 £m
At 30 April	363.7	363.7

32 Parent company information (continued)**g) Investments (continued)**

Details of the Company's subsidiaries at 30 April 2019 are as follows:

Name	Address of registered office	Principal activity
USA		
Ashtead US Holdings, Inc.	The Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801	Investment holding company
Ashtead Holdings, LLC	The Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801	Investment holding company
Sunbelt Rentals, Inc.	CT Corporation System, 150 Fayetteville Street, Box 1011, Raleigh, NC 28210	Equipment rental and related services
Sunbelt Rentals Industrial Services LLC	The Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801	Equipment rental and related services
Sunbelt Rentals Scaffold Services, Inc.	160 Mine Lake Ct., Ste. 200, Raleigh, NC 27615-6417	Equipment rental and related services
Sunbelt Rentals Scaffold Services, LLC	CT Corporation System, 3867 Plaza Tower Dr., East Baton Rouge Parish, Baton Rouge, LA 70816	Equipment rental and related services
Pride Corporation	CT Corporation System, 111 Eighth Avenue, 13th Floor, New York, NY 10011	Equipment rental and related services
Ashtead Capital, Inc.	The Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801	Finance company
UK		
Ashtead Holdings PLC	100 Cheapside, London, EC2V 6DT	Investment holding company
Ashtead Plant Hire Company Limited	100 Cheapside, London, EC2V 6DT	Equipment rental and related services
Ashtead Financing Limited	100 Cheapside, London, EC2V 6DT	Finance company
Accession Group Limited	100 Cheapside, London, EC2V 6DT	Dormant
Accession Holdings Limited	100 Cheapside, London, EC2V 6DT	Dormant
Anglia Traffic Management Group Limited	100 Cheapside, London, EC2V 6DT	Dormant
Ashtead Canada Limited	100 Cheapside, London, EC2V 6DT	Dormant
Astra Site Services Limited	12 Hope Street, Edinburgh, Scotland, EH2 4DB	Equipment rental and related services
ATM Traffic Solutions Limited	100 Cheapside, London, EC2V 6DT	Dormant
Eve Trakway Limited	100 Cheapside, London, EC2V 6DT	Dormant
Hoist It Limited	100 Cheapside, London, EC2V 6DT	Equipment rental and related services
Opti-cal Survey Equipment Limited	100 Cheapside, London, EC2V 6DT	Dormant
Plantfinder (Scotland) Limited	12 Hope Street, Edinburgh, Scotland, EH2 4DB	Dormant
Precision Geomatics Limited	100 Cheapside, London, EC2V 6DT	Equipment rental and related services
Canada		
Sunbelt Rentals of Canada Inc.	1000-840 Howe Street, Vancouver, BC V6Z 2M1	Equipment rental and related services
Republic of Ireland		
Ashtead Financing (Ireland) Unlimited Company	10 Earlsfort Terrace, Dublin 2, D02 T380	Finance company
Ashtead Plant Hire Company Ireland) Limited	10 Earlsfort Terrace, Dublin 2, D02 T380	Equipment rental and related services
Germany		
Live Trakway GmbH	Felix-Wankel-Straße 10, 74632 Neuenstein	Equipment rental and related services

The issued share capital (all of which comprises ordinary shares) of subsidiaries is 100% owned by the Company or by subsidiary undertakings and all subsidiaries are consolidated.

h) Financial instruments

The book value and fair value of the Company's financial instruments are not materially different.

i) Notes to the Company cash flow statement**Cash flow from operating activities**

	2019 £m	2018 £m
Operating profit	1.8	1.7
Depreciation	0.1	0.1
EBITDA	1.9	1.8
Decrease/(increase) in prepayments and accrued income	0.1	(0.1)
Increase/(decrease) in accruals and deferred income	1.2	(1.6)
Decrease/(increase) in intercompany payable and receivable	100.5	(192.3)
Other non-cash movement	7.6	7.0
Net cash outflow from operations before exceptional items	111.3	(185.2)

TEN-YEAR HISTORY

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
In £m										
Income statement										
Revenue +	4,499.6	3,706.0	3,186.8	2,545.7	2,038.9	1,634.7	1,361.9	1,134.6	948.5	836.8
Operating costs +	(2,393.0)	(1,972.9)	(1,682.4)	(1,368.1)	(1,130.5)	(949.6)	(842.9)	(753.5)	(664.7)	(581.7)
EBITDA +	2,106.6	1,733.1	1,504.4	1,177.6	908.4	685.1	519.0	381.1	283.8	255.1
Depreciation +	(843.0)	(695.6)	(606.8)	(449.4)	(351.5)	(275.9)	(229.0)	(199.8)	(185.0)	(186.6)
Operating profit +	1,263.6	1,037.5	897.6	728.2	556.9	409.2	290.0	181.3	98.8	68.5
Interest +	(153.4)	(110.2)	(104.2)	(82.9)	(67.3)	(47.1)	(44.6)	(50.7)	(67.8)	(63.5)
Pre-tax profit +	1,110.2	927.3	793.4	645.3	489.6	362.1	245.4	130.6	31.0	5.0
Operating profit	1,212.9	994.0	869.3	699.6	541.1	403.6	284.2	178.2	97.1	66.0
Pre-tax profit	1,059.5	862.1	765.1	616.7	473.8	356.5	214.2	134.8	1.7	4.8
Cash flow										
Cash flow from operations before exceptional items and changes in rental fleet	2,042.5	1,681.2	1,444.2	1,070.6	841.4	645.5	501.3	364.6	279.7	265.6
Free cash flow	368.2	386.2	319.4	(68.0)	(87.9)	(48.5)	(34.0)	(9.4)	65.6	199.2
Balance sheet										
Capital expenditure	1,587.2	1,238.7	1,085.6	1,240.0	1,063.1	740.6	580.4	476.4	224.8	63.4
Book cost of rental equipment	8,282.4	6,566.8	5,846.4	4,480.8	3,638.2	2,575.8	2,186.5	1,854.1	1,621.6	1,701.3
Shareholders' funds	2,800.5	2,526.9	1,970.1	1,480.4	1,111.5	824.4	682.5	554.7	481.4	500.3
In pence										
Dividend per share	40.0p	33.0p	27.5p	22.5p	15.25p	11.5p	7.5p	3.5p	3.0p	2.9p
Earnings per share	166.1p	195.3p	100.5p	81.3p	60.5p	46.1p	27.6p	17.8p	0.2p	0.4p
Underlying earnings per share	174.2p	127.5p	104.3p	85.1p	62.6p	46.6p	31.4p	17.3p	4.0p	0.2p
In per cent										
EBITDA margin +	46.8%	46.8%	47.2%	46.3%	44.6%	41.9%	38.1%	33.6%	29.9%	30.5%
Operating profit margin +	28.1%	28.0%	28.2%	28.6%	27.3%	25.0%	21.3%	16.0%	10.4%	8.2%
Pre-tax profit margin +	24.7%	25.0%	24.9%	25.3%	24.0%	22.2%	18.0%	11.5%	3.3%	0.6%
Return on investment +	17.8%	17.6%	17.3%	18.9%	19.4%	18.6%	16.2%	12.0%	7.0%	4.6%
People										
Employees at year end	17,803	15,996	14,220	13,106	11,928	9,934	9,085	8,555	8,163	7,218
Locations										
Stores at year end	1,036	899	808	715	640	556	494	485	462	498

+ Before exceptional items, amortisation and fair value remeasurements.

GLOSSARY OF TERMS

The glossary of terms below sets out definitions of terms used throughout this Annual Report & Accounts. Included are a number of alternative performance measures ('APMs') which the directors have adopted in order to provide additional useful information on the underlying trends, performance and position of the Group. The directors use these measures, which are common across the industry, for planning and reporting purposes. These measures are also used in discussions with the investment analyst community and credit rating agencies. The APMs are not defined by IFRS and therefore may not be directly comparable with other companies' APMs and should not be considered superior to or a substitute for IFRS measures.

Term	Closest equivalent statutory measure	Definition and purpose																																				
Capital expenditure	None	Represents additions to rental equipment and other tangible assets (excluding assets acquired through a business combination).																																				
Cash conversion ratio	None	Represents cash flow from operations before exceptional items and changes in rental equipment as a percentage of EBITDA before exceptionals. This measure is utilised to show the proportion of EBITDA converted into cash flow from operations generated by the business before investment expenditures, interest, taxation and exceptional items.																																				
<table border="1"> <thead> <tr> <th></th> <th>Note</th> <th>2019 £m</th> <th>2018 £m</th> </tr> </thead> <tbody> <tr> <td>EBITDA before exceptionals</td> <td>25(a)</td> <td>2,107</td> <td>1,733</td> </tr> <tr> <td>Cash inflow from operations before exceptionals and changes in rental equipment</td> <td>25(a)</td> <td>2,043</td> <td>1,681</td> </tr> <tr> <td>Cash conversion ratio</td> <td></td> <td>97%</td> <td>97%</td> </tr> </tbody> </table>				Note	2019 £m	2018 £m	EBITDA before exceptionals	25(a)	2,107	1,733	Cash inflow from operations before exceptionals and changes in rental equipment	25(a)	2,043	1,681	Cash conversion ratio		97%	97%																				
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Cash conversion ratio		97%	97%																																			
Constant currency growth	None	Calculated by applying the current period exchange rate to the comparative period result. The relevant foreign currency exchange rates are provided within Note 2 of the financial statements. This measure is used as a means of eliminating the effects of foreign exchange rate movements on the period-on-period changes in reported results.																																				
<table border="1"> <thead> <tr> <th></th> <th>2019 £m</th> <th>2018 £m</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Rental revenue</td> <td></td> <td></td> <td></td> </tr> <tr> <td>As reported</td> <td>4,138</td> <td>3,418</td> <td>21%</td> </tr> <tr> <td>Retranslation effect</td> <td>-</td> <td>74</td> <td></td> </tr> <tr> <td>At constant currency</td> <td>4,138</td> <td>3,492</td> <td>18%</td> </tr> <tr> <td>Underlying profit before tax</td> <td></td> <td></td> <td></td> </tr> <tr> <td>As reported</td> <td>1,110</td> <td>927</td> <td>20%</td> </tr> <tr> <td>Retranslation effect</td> <td>-</td> <td>22</td> <td></td> </tr> <tr> <td>At constant currency</td> <td>1,110</td> <td>949</td> <td>17%</td> </tr> </tbody> </table>				2019 £m	2018 £m	%	Rental revenue				As reported	4,138	3,418	21%	Retranslation effect	-	74		At constant currency	4,138	3,492	18%	Underlying profit before tax				As reported	1,110	927	20%	Retranslation effect	-	22		At constant currency	1,110	949	17%
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Dollar utilisation	None	Dollar utilisation is trailing 12-month rental revenue divided by average fleet at original (or 'first') cost measured over a 12-month period. Dollar utilisation has been identified as one of the Group's key performance indicators. The components used to calculate this measure are shown within the Financial review.																																				
Drop-through	None	Calculated as the incremental rental revenue which converts into EBITDA (excluding gains from sale of new equipment, merchandise and consumables and from sale of used equipment).																																				
<table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> </tr> </thead> <tbody> <tr> <td>Sunbelt US (\$m)</td> <td></td> <td></td> </tr> <tr> <td>Rental revenue</td> <td>4,637</td> <td>3,887</td> </tr> <tr> <td>EBITDA exc. gains</td> <td>2,362</td> <td>1,999</td> </tr> <tr> <td>Drop-through</td> <td>49%</td> <td></td> </tr> <tr> <td>A-Plant (£m)</td> <td></td> <td></td> </tr> <tr> <td>Rental revenue</td> <td>416</td> <td>405</td> </tr> <tr> <td>EBITDA exc. gains</td> <td>160</td> <td>154</td> </tr> <tr> <td>Drop-through</td> <td>52%</td> <td></td> </tr> </tbody> </table> <p>This measure is utilised by the Group to demonstrate the incremental profitability generated by the Group as a result of growth in the year.</p>				2019	2018	Sunbelt US (\$m)			Rental revenue	4,637	3,887	EBITDA exc. gains	2,362	1,999	Drop-through	49%		A-Plant (£m)			Rental revenue	416	405	EBITDA exc. gains	160	154	Drop-through	52%										
	2019	2018																																				
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Term	Closest equivalent statutory measure	Definition and purpose												
EBITDA	Profit before tax	EBITDA is not defined by IFRS but is a widely accepted profit measure being earnings before interest, tax, depreciation and amortisation. A reconciliation of EBITDA to profit before tax is shown on the income statement on page 102.												
EBITDA margin	None	EBITDA margin is calculated as EBITDA before exceptional items divided by revenue. Progression in EBITDA margin is an important indicator of the Group's performance and this has been identified as one of the Group's key performance indicators.												
Exceptional items	None	<p>Exceptional items are those items that are material and non-recurring in nature that the Group believes should be disclosed separately to assist in the understanding of the financial performance of the Group.</p> <p>Excluding these items provides readers with helpful additional information on the performance of the business across periods and against peer companies. It is also consistent with how business performance is reported to the Board and the remuneration targets set by the Company. Details are provided in Note 5 of the financial statements.</p>												
Free cash flow	Net cash inflow from operating activities	Cash generated from operating activities less non-rental net property, plant and equipment expenditure. Non-rental net property, plant and equipment expenditure comprises payments for non-rental capital expenditure less disposal proceeds received in relation to non-rental asset disposals. This measure shows the cash retained by the Group prior to discretionary expenditure on acquisitions and returns to shareholders. A reconciliation of free cash flow is shown in the Strategic report on page 39.												
Leverage	None	Leverage calculated at constant exchange rates uses the current period exchange rate and is determined as net debt divided by underlying EBITDA.												
		<table border="1"> <thead> <tr> <th></th> <th>2019 £m</th> <th>2018 £m</th> </tr> </thead> <tbody> <tr> <td>Net debt (at constant currency)</td> <td>3,745</td> <td>2,841</td> </tr> <tr> <td>EBITDA (at constant currency)</td> <td>2,106</td> <td>1,773</td> </tr> <tr> <td>Leverage</td> <td>1.8</td> <td>1.6</td> </tr> </tbody> </table> <p>This measure is used to provide an indication of the strength of the Group's balance sheet and is widely used by investors and credit rating agencies. It also forms part of the remuneration targets of the Group and has been identified as one of the Group's key performance indicators.</p>		2019 £m	2018 £m	Net debt (at constant currency)	3,745	2,841	EBITDA (at constant currency)	2,106	1,773	Leverage	1.8	1.6
	2019 £m	2018 £m												
Net debt (at constant currency)	3,745	2,841												
EBITDA (at constant currency)	2,106	1,773												
Leverage	1.8	1.6												
Net debt	None	Net debt is total borrowings (bank, bonds and finance lease liabilities) less cash balances, as reported. This measure is used to provide an indication of the Group's overall level of indebtedness and is widely used by investors and credit rating agencies. It has been identified as one of the Group's key performance indicators. An analysis of net debt is provided in Note 25(c) of the financial statements.												
Operating profit	Profit before tax	Operating profit is earnings before interest and tax. A reconciliation of operating profit to profit before tax is shown on the income statement on page 102.												
Operating profit margin	None	Operating profit margin is calculated as operating profit before exceptional items and the amortisation of intangibles divided by revenue. Progression in operating profit margin is an important indicator of the Group's performance.												
Organic measures	See definition	Organic measures are used to explain the financial and operational performance of Sunbelt US and comprise all locations, excluding locations arising from a bolt-on acquisition completed after the start of the comparative financial period.												

Term	Closest equivalent statutory measure	Definition and purpose																												
Return on Investment ('Rol')	None	<p>Last 12-month underlying operating profit divided by the last 12-month average of the sum of net tangible and intangible fixed assets, plus net working capital but excluding net debt and tax. Rol is used by management to help inform capital allocation decisions within the business and has been identified as one of the Group's key performance indicators. It also forms part of the remuneration targets of the Group.</p> <p>A reconciliation of Group Rol is provided below:</p> <table border="1"> <thead> <tr> <th></th> <th>2019</th> <th>2018</th> </tr> </thead> <tbody> <tr> <td>Underlying operating profit (£m)</td> <td>1,264</td> <td>1,037</td> </tr> <tr> <td>Average net assets (£m)</td> <td>7,117</td> <td>5,905</td> </tr> <tr> <td>Return on investment (%)</td> <td>18%</td> <td>18%</td> </tr> </tbody> </table> <p>Rol for the businesses is calculated in the same way, but excludes goodwill and intangible assets:</p> <table border="1"> <thead> <tr> <th></th> <th>Sunbelt US</th> <th>Sunbelt Canada</th> <th>A-Plant</th> </tr> </thead> <tbody> <tr> <td>Underlying operating profit</td> <td>\$1,545m</td> <td>C\$55m</td> <td>£62m</td> </tr> <tr> <td>Average net assets, excluding goodwill and intangibles</td> <td>\$6,438m</td> <td>C\$448m</td> <td>£677m</td> </tr> <tr> <td>Return on investment</td> <td>24%</td> <td>12%</td> <td>9%</td> </tr> </tbody> </table>		2019	2018	Underlying operating profit (£m)	1,264	1,037	Average net assets (£m)	7,117	5,905	Return on investment (%)	18%	18%		Sunbelt US	Sunbelt Canada	A-Plant	Underlying operating profit	\$1,545m	C\$55m	£62m	Average net assets, excluding goodwill and intangibles	\$6,438m	C\$448m	£677m	Return on investment	24%	12%	9%
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Return on investment	24%	12%	9%																											
Underlying results	See definition	Underlying results are the results stated before exceptional items and the amortisation of acquired intangibles. Underlying results are utilised by the Group in its remuneration targets. A reconciliation is shown on the income statement on page 102.																												

Other terms used within this Annual Report & Accounts include:

- **Availability:** represents the headroom on a given date under the terms of our \$4.1bn asset-backed senior bank facility, taking account of current borrowings.
- **Fleet age:** net book value weighted age of serialised rental assets. Serialised rental assets constitute the substantial majority of our fleet.
- **Fleet on rent:** quantity measured at original cost of our rental fleet on rent. Fleet on rent has been identified as one of the Group's key performance indicators.
- **Physical utilisation:** physical utilisation is measured as the daily average of the amount of itemised fleet at cost on rent as a percentage of the total fleet at cost and for Sunbelt US is measured only for equipment whose cost is over \$7,500, which comprised 88% of its fleet at 30 April 2019. Physical utilisation has been identified as one of the Group's key performance indicators.
- **RIDDOR rate:** the RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) reportable rate is the number of major injuries or over seven-day injuries per 100,000 hours worked.
- **Same store:** same-stores are those locations which were open at the start of the comparative financial period.
- **Staff turnover:** staff turnover is calculated as the number of leavers in a year (excluding redundancies) divided by the average headcount during the year.
- **Suppressed availability:** represents the amount on a given date that the asset base exceeds the facility size under the terms of our \$4.1bn asset-backed senior bank facility.
- **Yield:** is the return we generate from our equipment. The change in yield is a combination of the rental rate charged, rental period and product and customer mix.

FINANCIAL CALENDAR AND ADVISERS

Future dates

Quarter 1 results	10 September 2019
2019 Annual General Meeting	10 September 2019
Quarter 2 results	10 December 2019
Quarter 3 results	3 March 2020
Quarter 4 and year-end results	16 June 2020

Advisers

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Statutory Auditor
1 New Street Square
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EC4A 3HQ

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Solicitors

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