

**FINANCE DEPARTMENT**  
**Certificate of Exemption Form**

Date:

Feb 8, 2019

Originating Department:

CCDO

The City is authorized under limited conditions to make procurements outside of the competitive solicitation process. Chapter 252 of the Local Government Code provides guidance regarding sixteen general exemptions from the competitive solicitation. Please select one exemption.

- |   |  |
|---|--|
| <input checked="" type="radio"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="radio"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments  |
| <input type="radio"/> a procurement to preserve or protect the public health or safety of the city's residents  | <input type="radio"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="radio"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property  | <input type="radio"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212.              |
| <input type="radio"/> a procurement for personal, professional or planning services   | <input type="radio"/> personal property sold   |
| <input type="radio"/> a procurement for work that is performed and paid for by the day as the work progresses   | <input type="radio"/> services performed by blind or severely disabled persons   |
| <input type="radio"/> a purchase of land or right-of-way  | <input type="radio"/> goods purchased by a municipality for subsequent retail sale by the municipality   |
| <input type="radio"/> a procurement of items available from only one source   | <input type="radio"/> electricity  |
| <input type="radio"/> a purchase of rare books, papers and other materials for a public library   | <input type="radio"/> advertising, other than legal notices  |

This Certificate of Exemption is executed and filed with the Finance Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:

The HVAC system and roof on the Centro de Artes building will be replaced later this year. The existing unit has leaks in the coils and is currently not operable; the cost and time frame for repairing the unit is not an acceptable option especially since the unit will be replaced. The Centro de Artes building houses City staff from several departments and art exhibits which require temporary AC until we can get the capital project completed later this year. Temporary AC requires the use of a 40 ton unit to cool 30,672 sq ft. With the assistance of Purchasing staff, CCDO has identified Sunbelt Rentals, a vendor from a Co-Op on the buy board that would be able to provide the units as soon as possible.

3. Because the exemption stated above exists, the City of San Antonio intends to contract with Sunbelt Rentals which will cost approximately \$ \$89,012.91.

Cynthia Martinez

Originator

[Signature]  
Department Director Approval

[Signature] 2/11/2019  
Procurement Administrator Approval

[Signature]  
City Manager  
(approval required only for ratification by City Council)

Revised 3/12/2014

PO 8000300865

SC 2000520570

Tracking Number:

F4190142  
(For Finance Use Only)

## 009 ATTACHMENTS

## Attachment A – Price Schedule Revision I Dated February 7, 2019

Item #	Item Description	Quantity (for UOM) (A)	UOM	List Price (B)	National IPA R151501 Discount (C)	Net Price (B) - (C) = (D) (D)	Total Price (A) x (D) = (E) (E)
1	2 Air Conditioner Units - 40-Ton EACH UNIT, Non-XP NEMA 4, Category Class 108-0245 Monthly rate: February 11, 2019 through October 31, 2019	9	Months	\$ 12,420	%	\$ 8066	\$ 72,594
2	Labor	24	Hours	\$ 105	19 %	\$ 85	\$ 2,040
3a	Supplies: 20in x 25ft Duct, Quantity of 16	9	Months	\$ 2048	69 %	\$ 640	\$ 5,760
3b	Supplies: #25 wire female tail, Quantity of 2	9	Months	\$ 224	100 %	\$ N/C	\$ N/C
3c	Supplies: 50 ft. # 2 banded 5-wire, Quantity of 4	9	Months	\$ 800	28 %	\$ 580	\$ 5220
4	Delivery plus any other ancillary charges (e.g., Transportation, Environmental fees, miscellaneous taxes, etc.)	1	EA	\$ 2996.91	0 %	\$ 2996.91	\$ 2996.91
5	Pick-up	1	EA	\$ 400	0 %	\$ 400	\$ 400
<b>TOTAL</b>							\$ 87,012.91

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	<u>N/A</u>
Signer's Name	<u>Becky Casella</u>
Name of Business	<u>Sunbelt Rentals, Inc.</u>
Street Address	<u>2341 Deerfield Drive</u>
City, State, Zip Code	<u>Fort Mill, SC 29715</u>
Email Address	<u>contractteam@sunbeltrentals.com</u>
Telephone No.	<u>800-508-4762</u>
Fax No.	<u>803-578-6850</u>
City's Solicitation No.	<u>6100011219</u>

Becky Casella

Signature of Person Authorized to Sign Offer



PC#: 0578  
5631 S. IH 35  
NEW BRAUNFELS, TX 78132  
210-662-7743

SUNBELT RENTALS, INC.  
Salesman: 057807 AYERS, BILL (578)  
Typed By: BAYERS

**Job Site:**

MARKET SQUARE  
101 S SANTA ROSA AVE  
SAN ANTONIO, TX 78207

C#: 210-207-2064 J#: 210-800-6936

**Customer: 445770**

CITY OF SAN ANTONIO V#1011453  
P O BOX 839976  
SAN ANTONIO, TX 78283

**RESERVATION**

Contract #.. 86699894  
Contract dt. 2/06/19  
Date out.... 2/11/19 8:00 AM  
Est return.. 10/11/19 8:00 AM  
Job Loc..... 101 SANTA ROSA AVE, SAN ANTONIO  
Job No..... MARKET SQUARE  
P.O. #..... PENDING  
Ordered By.. Olivas, Edgar  
NET DUE UPON RECEIPT

**Created at PC# 0578 for PC# 0578**

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
2.00	40 TON AIR CONDITIONER NON-XP NEMA 4 1080245	500.00	500.00	1325.00	4040.00	72590.00
16.00	20" X 25' DUCT	5.00	5.00	15.00	40.00	5760.00
4.00	50' #2 BANDED 5-WIRE	20.00	20.00	50.00	145.00	5220.00
2.00	#2 BANDED 5-WIRE FEMALE TAIL					N/C

**SALES ITEMS:**

Qty	Item number	Unit	Price	
1	DLPKSRCHG	EA	124.000	124.00
	TRANSPORTATION SURCHARGE			
24	ELABOR	EA	85.000	2040.00
	2218XXX050			
	SETUP / TEAR OUT - FOR A/C UNITS			
1	ENVIRONMENTAL	EA	943.670	943.67
	ENVIRONMENTAL			
2	FREIGHT	EA	500.000	1000.00
	2114XXX000 EQUIPMENT MOVEMENT FREIGHT			
	HANDLING CHARGE IMPLEMENTING SPECIAL			
	BOOM TRUCK			
1	SHOP SUPPLIES	EA	400.000	400.00
	2133XXX000			
	EXPENSE CODE ONLY **PARTS/MERCHANDISE NEED TO BE ITEMIZED**			
	250FT POLY LAYFLAT DUCT & PLYWOOD			
1	TXHEIT091211019	EA	135.240	135.24

CONTINUED

Certain equipment above requires scheduled Preventive Maintenance. Sunbelt Rentals will monitor the operation time and perform PM service as required in accordance with manufacturers specifications. Customer shall be charged for each PM service performed during rental period.

Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (a) assumes all risk associated thereunder, and (b) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 10, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). "Delivery/Pickup Surcharge" fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 10.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Continued on the next page...



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QTY	EQUIPMENT #		Min	Day	Week	4 Week	Amount
SALES ITEMS:							
Qty	Item number	Unit	Price				
	TX UNIT PROPERTY TAX						
	DELIVERY CHARGE						400.00
	PICKUP CHARGE						400.00

All amounts are in USD

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- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details)

(Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date