



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

September 4, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: WILLIAM W. PICKRUM
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4501

SUBJECT: **AWARD NOTICE – Addendum # 3 – Effective November 21, 2013**
CONTRACT NO. GSS12677-RENT_EQUIP
Construction, Maintenance and Operational Related Rental Equipment

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

1. CONTRACT USE

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This is not a mandatory use contract under **Title 29, Chapter 6911(d) Delaware Code**. It is available to every state department and agency within the Executive Branch and Judicial Branch of the state government and Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

A competitive bidding and selection process was conducted by the National Joint Powers Alliance (NJPA), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21. NJPA and Contractor established a contract for the rental of construction equipment on or about November 18, 2010 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD

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Each contractor's contract shall expire June 30, 2013.

Addendum # 1 updates the contract period. The new contract expiration date is November 17, 2013.

Contract is extended to expire November 18, 2014

3. VENDORS

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Contract # GSS12677-RENT_EQUIPV02 NJPA Contract Number: 101310-URI FSF Vendor ID: 0000034777 United Rentals, Inc. Attn: James Hackley 5 Greenwich Office Park Greenwich, CT 06831-5128 Phone: 703-789-2823 Email: jhackley@ur.com Website: www.unitedrentals.com	Local Outlets: 38352 Sussex Hwy Delmar, DE 19940 Phone: 302-846-0955 Fax: 302-846-0255 248 S. DuPont Hwy New Castle, DE 19720 Phone: 302-328-2900 Fax: 302-328-0494
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FSF Vendor ID has changed effective November 20, 2013.

Please see the Ordering Procedure below. (Item #11)

4. SHIPPING TERMS

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FOB Shipping point.

5. DELIVERY AND PICKUP

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Interactive US Equipment and Supplies Catalog; <http://viewer.zmags.com/publication/4f67c36c>.

6. PRICING

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Price information may be obtained from the State Contract Procurement Officer or the vendor contact.

ADDITIONAL TERMS AND CONDITIONS

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7. TECHNICAL SUPPORT SERVICES

a. Government Customer Care Center – Order placement and customer service

United Rentals has established a Government Customer Care Center. This center is utilized by Government customers, and offers customers the ability to make one call or one email to have equipment delivered to and picked up from a jobsite. The agency can locate the nearest branch that has the equipment needed, and reserve the item and set delivery times for the equipment to be dropped where it's needed. The Government Care Center is open 24 hours a day / 365 days a year and can be reached by calling 1-877-874-4468 or by emailing to NJPA@ur.com.

b. Normal United Rentals Branch Operations

Normally branches are open 7 AM until 5 PM, Monday – Friday and 7 AM until Noon on Saturdays.

c. 24/7 Service

All United Rentals locations have 24/7 service available 7 days/week, 365 days/year. Each location has either an afterhours operator, or after hours paging system. In the event equipment or service is needed after hours, a call to the local facility or to 800-877-3687 will reach a company representative who can assist and facilitate any actions that need to be taken.

8. BILLING

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

9. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

11. ORDERING PROCEDURE

All rental requests should be placed through the contractor's Government Customer Care Center. Ordering will be through phone 1-877-874-4468 or email: NJPA@ur.com or by fax to 1-877-735-7450. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

12. EMERGENCY MANAGEMENT

United Rentals has established procedures and allocated resources to help respond to emergencies on a national and local basis. The Government Customer Care Center (which acts as the emergency response center), located in Tampa, FL, operates round-the-clock, with systems and staffing expanded to make the Contractor responsive to emergencies. The service center's bilingual staff coordinates the movement of rental equipment, contractor supplies and related information.

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining

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thereto within a reasonable time so as not to delay the services of Contractor.

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.