



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

Dec. 23, 2015

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

FROM: Pamela Barr
STATE CONTRACT PROCUREMENT OFFICER
302-857-4570

SUBJECT: **AWARD NOTICE – Addendum #1**
CONTRACT NO. GSS15677-RENT-EQUIP – Effective 12/19/2016
RENTAL EQUIPMENT – CONSTRUCTION, MAINTENANCE & OPERATIONAL
RELATED

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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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 October 20, 2015.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid from Jan. 1, 2016 through Dec.31, 2016. At the sole discretion of Government Support Services, this contract may further be extended to include any extensions as agreed to, by and between NJPA and United Rentals, Inc. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum # 1 extends the contract for one (1) additional year through December 31, 2017.

3. VENDOR

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| | |
|--|---|
| United Rentals, Inc. 100 First Stamford Place Suite 200 Stamford, CT 06902 Contact: Bob Caudle Phone: 877-874-4468 Fax: 877-735-7450 Email: rcaudel@ur.com Website: www.ur.com Interactive Catalog: http://www.e-digitaleditions.com/t/40070-united-rentals-equipment-supplies FSF#0000034777 | |
| Local Outlet – New Castle County: 248 S. DuPont Hwy New Castle, DE 19720 Phone: 302-328-2900 Fax: 302-328-0494 | Local Outlet – Sussex County: 38352 Sussex Highway Delmar, DE 19940 Phone: 302-846-0955 Fax: 302-846-0255 |

4. **SHIPPING TERMS**

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F.O.B. shipping point

5. **DELIVERY AND PICKUP**

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Delivery and pick up charges vary by location and are negotiated one a case by case basis. United Rentals offers the following to NJPA members:

\$120 flat charge, each way, plus \$3.95 per mile

This represents a 25% discount off current average industry delivery charges. After a piece of equipment has been called off rent and the agency has received a pickup number, URI will typically pick up the equipment within one (1) to two (2) days. The agency is responsible to keep equipment in a safe and secure place until it is picked up.

Agencies also have the option to pick up equipment or arrange for delivery and pickup through a third party service, at their own expense.

Upon delivery of rented equipment, the agency shall sign a Contractor's rental agreement for the **sole** purposes of acknowledging receipt of the equipment, safety notices and operation manuals. All of the terms and conditions in the rental agreement shall be null and void.

United Rentals will make rental equipment available in good working condition. If the equipment requires repair or replacement during the rental period, United Rentals will promptly repair or replace the equipment at its sole cost and expense; provided however, if the repair or replacement is necessary due to renter's abuse, misuse, or neglect, the renter shall be responsible for the cost of such repair or replacement.

6. **PRICING**

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Equipment rental "not-to-exceed" pricing by day/week/month is provided on the Pricing Spreadsheet. Not included in the rental pricing are the following industry specific additional costs:

Overtime – this will apply on certain equipment types that have hour meters built-in, i.e., air compressors, light towers, generators, backhoes, etc. A rental day is equal to 8 hours; a rental week is 40 hours or 7 days; a rental month is 160 hours, or 28 days (4 weeks) Rental period begins the time the equipment leaves the yard and is terminated once the equipment is called off rent by the agency and the agency receives a pick up number.

Delivery/Pickup Charges – as described in #5 above; \$120 flat charge, each way, plus \$3.95 per mile.

Fuel Charges - United Rental may charge for fuel up front or when the unit is returned. The agency has the option of returning equipment full and will not be charged. Fuel charges are posted at the United Rental locations and will be communicated to the agency at the time of rental.

Environmental Fees – Usually United Rental's environmental fee is calculated as a percentage of the rental rate, not to exceed \$25.00 per invoice.

Rental Protection Plan – United Rentals offers an **OPTIONAL**, affordable way to protect your agency from the unforeseen. The plan covers accidental damage or theft of UR equipment. This coverage must be selected prior to delivery of the equipment. Additional details can be provided by your local branch. Delaware is a sovereign entity and does not recommend agencies purchasing rental protection plans. Should the agency be uncomfortable with any employee's ability to operate rental equipment, there should be training provided at the agency prior to renting equipment.

State, local, and heavy equipment taxes – State, local, and heavy equipment taxes will be added where applicable.

Cleaning charges for equipment that is excessively dirty- United Rentals will charge the agency for cleaning of any rental equipment that is returned excessively dirty as applicable.

7. MAINTENANCE OF RENTAL EQUIPMENT

Related to long-term rentals, United Rentals is responsible for all maintenance of equipment. A rental ready inspection will be performed by a qualified employee prior to rental, followed by a condition report completed by the driver and the agency at the point of delivery.

United Rentals does not charge the agency for normal wear and tear on a piece of equipment. United Rental will not charge the agency for tire repair if it is due to oversight by United Rental branch representative. The agency is responsible for every day preventative maintenance, damage to the engine, hydraulics, and electrical system if not maintained properly. The agency will be liable for any misuse or abuse of the equipment. The agency is responsible for the security of the equipment. If a piece of equipment fails to perform as designed, or is damaged while in use and is repairable, United Rental branch service personnel will provide on-site maintenance when requested. If a piece of equipment cannot be repaired in the field, it will be returned to the branch for repair and be swapped out with a like piece of equipment. The agency personnel must call the branch and request on-site repair service.

Any agency who has equipment that has become inoperable should call the branch which rented the equipment or contact United Rentals through their 24 hour line, 844-873-4948. United Rentals typically responds within two to four hours. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as soon as possible.

ADDITIONAL TERMS AND CONDITIONS

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8. 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 agencies, and offers agencies 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.

9. BILLING

The 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.

10. 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.

11. 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.

12. ORDERING PROCEDURE

All rental requests should be placed through United Rentals 24 hr/ 365 day a year Government Customer Care Center. Ordering may be done by calling 1-877-874-4468, Fax: 1-877-735-7450, or email: NJPA@ur.com 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.

13. 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

14. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15677-RENT_EQUIP on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

15. REQUIREMENTS

This contract is for RENTAL EQUIPMENT - CONSTRUCTION, MAINTENANCE & OPERATIONAL RELATED that may include but not be limited to:

Heavy, medium, and light construction equipment, concrete and masonry equipment, electrical tools and power equipment, general construction tools, facility maintenance and cleaning equipment, temporary shelters, temporary seating, heating, ventilation and air conditioning (HVAC) equipment, lawn and landscape equipment, tree equipment, material handling equipment, portable pumps, trench equipment, trucks, trailers, safety equipment, portable sign boards, portable traffic signals, road barricades and signs, roll-offs, and dumpsters.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

16. 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.

17. 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.

18. 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.

19. 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 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>.