



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 28, 2021

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

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4557

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS21677-RENT_EQPT
Rental Equipment

TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT	2
2. CONTRACT PERIOD	2
3. VENDORS	2
4. COVERED RENTAL EQUIPMENT	2
5. NOT COVERED RENTAL EQUIPMENT	2
6. EQUIPMENT	3
7. EQUIPMENT RENTAL REQUESTS	3
8. RENTAL AGREEMENTS	3
9. PROPOSED RATES	4
10. PRICING	4
11. INVOICING	4
ADDITIONAL TERMS AND CONDITIONS	5



KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. 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 are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each Vendor’s contract shall be valid from August 28, 2021 through August 31, 2023. Each contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

3. VENDORS

[\(Return to Table of Contents\)](#)

<p>GSS21677-RENT_EQV01 Herc Rentals Inc Account Manager: Jaclyn Hatton PH: 267-418-2275 EM: jaclyn.hatton@hercrentals.com FSF: TBD</p>	<p>GSS21677-RENT_EQV02 Iron Source Account Manager: Wyatt Wiggins PH: 302-396-4505 EM: wwiggins@ironsourcede.com FSF: 0000020754</p>
<p>GSS21677-RENT_EQV03 Sunbelt Rentals, Inc. Account Manager: Tommy Evans PH: 804-400-7831 EM: tommy.evans@sunbeltrentals.com FSF: 0000150234</p>	<p>GSS21677-RENT_EQV04 United Rentals (North America), Inc. Account Manager: Dustin Fallon PH: 717-434-8270 EM: dfallon@ur.com FSF: 0000034777</p>

Rental Locations & hours can be found in the associated Pricing Spreadsheet.

4. COVERED RENTAL EQUIPMENT

[\(Return to Table of Contents\)](#)

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; storage containers; high lift equipment.

5. NOT COVERED RENTAL EQUIPMENT

[\(Return to Table of Contents\)](#)

portable toilets, roll-offs, dumpsters

6. EQUIPMENT

[\(Return to Table of Contents\)](#)

All equipment must be in good working order and clean condition when picked up or delivered. If the equipment is not what the Agency requested, or not mechanically and/or cosmetically sound, the Agency has the right to refuse the equipment at the time of delivery or pick-up and shall document the reason in detail at the time of refusal.

Equipment shall come fully fueled and lubricated and be ready for use at the time of pick-up or delivery. The Agency will be responsible for fueling and maintaining the equipment during the rental period and prior to pick-up or delivery back to the Contractor. The Agency is responsible for providing the equipment back to the Contract in as same as condition when received, at the end of the rental period.

All equipment must be delivered with a Pre-Delivery Inspection (PDI) check list indicating that all pre-delivery checks have been performed; that all equipment, gauges, etc., are in operational order and ready for immediate use by the Agency. The Contractor must perform their own PDI per the manufacturer's instructions, or to subcontract the PDI. Contractor must also ensure, prior to delivery that all fluids at maximum levels, tire pressures to be at factory recommended levels, lights and switches in working order, etc. Any equipment delivered without the PDI checklist will not be accepted.

Contractor shall replace any parts, in the event of mechanical failure. The Agency will immediately notify the Contractor of the mechanical failure, and the Contractor shall respond within two (2) hours to the rental location. The Contractor must notify the Agency with a timeframe in which the equipment will be fixed. If downtime will be four (4) or more hours, the Contractor shall provide a replacement piece of equipment, that is equal to or better than what is rented, for the remainder of the rental period or until the original equipment is repaired and returned. If a replacement is provided, the Contractor shall not invoice the Agency at a different rental rate than what is already established.

Contractor shall be responsible for any repairs relating to the equipment except those proven to be caused by the Agency's improper use.

The Contractor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty.

Vendor Exception, Sunbelt Rentals & United Rentals (N.A.): Bidder warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Bidder shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Bidder will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to the Agency's abuse, misuse or neglect, the Agency will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN BIDDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

7. EQUIPMENT RENTAL REQUESTS

[\(Return to Table of Contents\)](#)

Requests for equipment rental shall be on an as needed basis. Bidders shall outline in their proposal response how orders will be accepted, processed, and placed. Vendor shall identify if any product categories require advance notice to ensure availability and what the turnaround time is from request to available for pick-up or delivery.

8. RENTAL AGREEMENTS

[\(Return to Table of Contents\)](#)

Contractor shall accept all financial responsibility of the rental of the equipment to be rented and shall not obligate an additional signing of any supplemental agreement with the manufacturer of the equipment or any financial institution.

Bidder will describe what is included in their proposed rental rates; i.e., wear items, screen cloth, belt damage, periodic maintenance, etc.

9. PROPOSED RATES

[\(Return to Table of Contents\)](#)

Bidders shall propose a pricing structure based on the daily, weekly, and monthly rental rate, that includes insurance coverage.

Daily rental rate shall be based on an 8-hour day.

Weekly rental rate, per item, shall be based on a calendar 5-day.

Monthly rental rate shall be based on a 30-day calendar month.

Rental rates are not subject to availability.

Rental rates shall remain firm and are not subject to change due to job conditions.

No additional charges may apply for setup and training.

A flat rate for round-trip (delivery & pick-up) shall be identified in the price proposal for equipment the Agency requires the Contractor to transport to and from the site.

Environmental fee may be imposed for select motorized equipment. The fee shall be identified in the price proposal along with a notation of which ones will be assessed the fee.

Contractor shall advise Agency of any equipment considered Oversize/Permitted loads. All applicable fees will be communicated up front and covered by the Agency, at cost. When completing the price proposal the responding Contractor shall identify what equipment qualifies as oversize/permitted load.

Vendor Exception, Sunbelt Rentals: Monthly rental rates are based on a 28-day billing cycle.

Vendor Exception, Sunbelt Rentals: Sunbelt offers equipment familiarization at delivery. OSHA safety training rate is listed in additional equipment tab.

10. PRICING

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year. Refer to associated Pricing Spreadsheet for equipment options and rates.

11. INVOICING

[\(Return to Table of Contents\)](#)

In the event a daily rental becomes a weekly rental, or a weekly rental becomes a monthly rental, the rental shall be rated as the extension occurs, i.e. the rental is for 3 days, yet the equipment is kept for a week, at the end of the week, the records are changed to reflect the weekly rental rate, so that the rental rate is always the exact rate of rental.

For equipment picked up at a rental facility, rental starts when equipment leaves yard and ends when the equipment is returned to rental facility.

For equipment being delivered to a job location, the rental period begins at the time of delivery and ends when the Agency provides a date when the Contractor shall pick up the equipment. The Agency must provide a minimum of twenty-four (24) hour notification to the Contractor, allowing adequate time for the Contractor to coordinate pick-up. Failure to pick up the equipment, with proper notification, shall not result in an additional charge to the Agency, nor holds the Agency responsible for any damages that may occur.

Vendor Exception, Sunbelt Rentals: 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. Not to exceed 48-hours from date of pick-up request.

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

12. 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.

13. 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.

14. 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.

15. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. 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.

16. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS21677-RENT_EQPT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

17. REQUIREMENTS

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.

18. 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.

19. 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.

20. 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.

21. 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>.