OPTIONAL USE CONTRACT FOR: Rental Equipment for Construction and Related Maintenance of Facility Operations

CONTRACT No.: RS901917          EFFECTIVE DATES: 04/01/17 to 10/20/19
               *Renewal Through 10/20/20

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. *Sourcewell (formerly NJPA) is the lead entity for *Sourcewell (formerly NJPA) and their Master Price Agreement number is #091615-URI “Price Agreement. This contract is administered by *Sourcewell (formerly NJPA), on behalf of *Sourcewell. The state of Ohio has accepted prices as a result of Bid Number RFP #091615, which opened on 9/17/15. *Sourcewell (formerly NJPA) completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, GPC Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Rev. 10/2013) become a part of this Optional Use Contract.

The Optional Use Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Optional Use Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Optional Use Contract up to $2500.00 using the state of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Optional Use Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://procure.ohio.gov

* Indicates the renewal of the subject contract for an additional twelve (12) months, effective 10/21/19 through 10/20/20 as a result of mutual agreement between the State of Ohio and the Contacto.

Signed: ________________________________
Robert Blair, Director                        Date
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* Indicates update to the Table of Contents.
STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
RENTAL EQUIPMENT FOR CONSTRUCTION AND RELATED MAINTENANCE OR FACILITY OPERATIONS

AS ISSUED BY *SOURCEWELL (FORMERLY NJPA) CAN BE FOUND BY CLICKING THE LINK BELOW

Master Agreement 091615-URI

ORIGINAL RFP

* Indicates the change of the name of the cooperative organization from the National Joint Powers Alliance (NJPA) to Sourcewell (formerly NJPA).
I. SCOPE: To provide Rental Equipment for Construction and Related Maintenance or Facility Operations in accordance with the *Sourcewell (formerly NJPA) Master Contract Number #091615-URI, issued on behalf of *Sourcewell (formerly NJPA).

The state of Ohio has entered into this agreement by way of a Participating Addendum, herein after referred to as “Addendum”, which can be viewed at the following link: United Rentals Participating Addendum

Products and Services Offered

A. Equipment Rental
   Subject to delivery and pickup fee of $120 each way and additionally, a mileage charge not to exceed $3.95 per loaded mile. The additional per mile charge may or may not apply depending on the rental product, location, time of day, etc. End users are encouraged to get a freight quote at the time of the rental to determine the total cost of the rental based on all those factors at that time.

B. Equipment Service
   Equipment service is offered through this contract. End users should inquire with the supplier’s local branch to determine which types of equipment can be serviced.

   Service Calls
   Customers may seek to engage United Rentals' certified mechanics / technicians for service calls for repairs or labor performed during normal business hours (7:00 am to 4:00 pm, M-F). There will be an additional charge of 1.5X the normal rate for all labor performed outside of these regular business hours (4:00PM – 9:00PM M-F) and 2X the normal rate for all other times (dependent on the time of day, day or week, or holiday). All rates will be pre-negotiated with the customer prior to service and labor execution. United Rentals will try to accommodate customer requested time frames to perform unscheduled services or repairs but cannot guarantee service times. Customers must ensure United Rentals’ accessibility to a facility during non-business hours. Billed hourly rate for wait time will apply. Service is market driven and is not available in all geographical areas.

C. Training
   A course catalog is available listing the training available of different equipment. The minimum discount offered on Operator Certification and Safety Training is 10% off the suggested list price. Additional discounts may apply for larger groups and will be quoted at the time of need.

   Removed paragraph D.

II. MUTUALLY AGREED EXCEPTIONS: The contract will become effective 04/01/17 for the State of Ohio and will follow the expirations date and renewals as set forth in the Master Contract.

   Article IV. (B) GENERAL REPRESENTATIONS AND WARRANTIES. – Remove “That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract.” Add “With respect to rental of equipment - Contractor 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, Contractor shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Contractor 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 customer’s abuse, misuse or neglect, the customer will be responsible for the cost of such repair or replacement. Except as set forth herein contractor disclaims all other warranties, express or implied, with respect to the rental of equipment. With respect to sale of equipment - Contractor makes no warranty with respect to the article(s) for which this bid is provided. Contractor will pass through all warranties, to the extent allowable, that the original equipment manufacturer (“OEM”) provides. If a warranty claim is approved by the OEM and the OEM authorizes Contractor to repair or replace the equipment, Contractor will do so. All warranties, including any implied warranty of merchantability or of fitness for a particular purpose, are expressly excluded and disclaimed.

   S-9 Remove “Such” after “policy limits.” Add “The Commercial General Liability”.

   S19. ORC 9.76(B). Pursuant to the Ohio Revised Code 9.76 (B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the state of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

* Indicates the change of the name of the cooperative organization from the National Joint Powers Alliance (NJPA) to Sourcewell (formerly NJPA).
III. PRIMARY CONTACTS:

The primary contact individuals for this Addendum are as follows (or their named successors):

*Sourcewell (formerly NJPA)

Name: Kim Wudinich  
Contract Administration Specialist  
Address: 202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
Telephone: 218-894-5485  
E-mail: Kim.Wudinich@NJPAcoop.org

Contractor

Name: Brad Laws, Sr. Manager, State & Local Sales  
Address: 68674 Highway 59  
Mandeville, LA 70448  
Telephone: (504) 915-6013  
FAX: (888) 743-6476  
Email: jlaws@ur.com

Participating State (Entity)

Name: Roger Holifield, Procurement Contract Analyst  
Address: 4200 Surface Rd.  
Columbus, OH 43228  
Telephone: 614-644-0926  
Fax: 614-485-1056  
E-mail: Roger.Holifield@das.ohio.gov

* Indicates the change of the name of the cooperative organization from the National Joint Powers Alliance (NJPA) to *Sourcewell (formerly NJPA).
SPECIAL TERMS AND CONDITIONS

CONTRACT TERM: This Contract will become effective 04/01/17 for the state of Ohio and will follow the expiration dates and renewals as set forth in the *Sourcewell (formerly NJPA) Master Contract number 091615.

STATE OF OHIO GPC TERMS AND CONDITIONS: The awarded contractor(s) shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the Term and Conditions as set forth in the Master Contract, any participating addendums, and the state of Ohio Terms and Conditions, the state of Ohio’s Terms and Conditions shall supersede.

COORDERATIVE PURCHASING CONTRACT: This Contract is open to all State Agencies and may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the Department of Administrative Services’ Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the Department of Administrative Services’ Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision’s competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education “steps into the shoes” of the State under this Contract. The political division’s or institution of higher education’s order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio and DAS harmless with regard to political subdivisions and institution of higher education’s orders and political subdivision’s and institution of higher education’s performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

DELIVERY: See Special Contract Terms and Conditions for specific language to insert for Supplies or Services.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, https://cm.ohio.gov/. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero “0” sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

* Indicates the change of the name of the cooperative organization from the National Joint Powers Alliance (NJPA) to Sourcewell (formerly NJPA).
SPECIAL TERMS AND CONDITIONS (cont’d)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty calendar days after the end of the quarterly sales reporting period. The revenue share equals .75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a “Revenue Share” and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: State of Ohio Treasurer and forward the check to the following address:

Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

For overnight payments, forward the check to the following address:

Huntington National Bank  
Attn: L-3686  
7 Easton Oval  
Columbus, OH 43219

If the full amount of the revenue share is not paid within thirty calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

* Indicates repagination.
PRICE SCHEDULE

The following link contains pages with Pricing covered under this contract for the State of Ohio.

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<th>OAKS ITEM ID</th>
<th>DESCRIPTION</th>
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<td>Equipment Rental</td>
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<tr>
<td>32230</td>
<td>Equipment Service</td>
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<tr>
<td>32231</td>
<td>Training</td>
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<tr>
<td>32234</td>
<td>Freight</td>
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LINKS TO PRICING

*Equipment Rental
Equipment Service
Training

* Indicates new pricing and product information added to the Equipment Rental Link.
**CONTRACTOR INDEX**

CONTRACTOR AND TERMS:  
88164  
United Rentals North America, Inc.  
100 First Stamford Place, Suite 200  
Stamford, CT 06902

BID CONTRACT NO.: RS901917-1  
TERMS: Net 30

CONTRACTOR'S CONTACT:  
Brad Laws

Office: (504) 915-6013  
Fax: (888) 743-6476  
E-Mail: jlaws@ur.com

* Indicates repagination.

** Indicates update to the Contractor Index.
### SUMMARY OF AMENDMENTS

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<th>Effective Date</th>
<th>Description</th>
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<td>5</td>
<td>10/21/19</td>
<td>This amendment is issued to renew the subject contract an additional twelve (12) months, effective 10/21/19 through 10/20/20 as a result of mutual agreement between the State of Ohio and the Contactor.</td>
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<td>4</td>
<td>07/09/18</td>
<td>This amendment is issued to change the name of the cooperative organization from the National Joint Powers Alliance (NJPA) to Sourcewell (formerly NJPA) and to add new pricing and product information to the Equipment Rental Link on the Price Schedule page.</td>
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<td>3</td>
<td>03/29/18</td>
<td>This amendment is issued to update the Contract Analyst that is listed on the contract, and to add new pricing information to the Equipment Rental link, Equipment Service link, and the Training link on the Price Schedule page.</td>
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<td>05/08/17</td>
<td>This amendment is issued to remove paragraph D and Item 32232, Used Equipment Sales, from the contract, effective 05/08/17.</td>
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<td>1</td>
<td>04/18/17</td>
<td>This amendment is issued to correct the contract expiration date, update the Table of Contents, add additional contract items, update the Contractor Index, and to repaginate.</td>
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